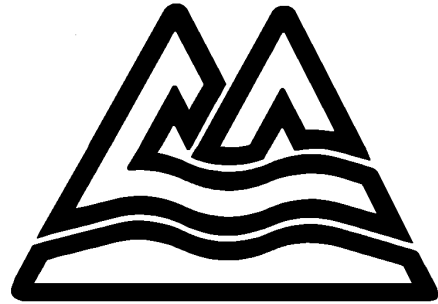

2010-2017

AGREEMENT



between

Multnomah County, Oregon

and

**Multnomah County Corrections Deputy
Association**

**As Amended and Extended
on July 21, 2011**



**2010-2017
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
MULTNOMAH COUNTY CORRECTIONS DEPUTY ASSOCIATION
MCCDA
AS AMENDED AND EXTENDED ON JULY 21, 2011**



**LABOR RELATIONS SECTION
501 SE HAWTHORNE BLVD, Suite 300
PORTLAND, OR 97214
(503) 988-5135
FAX (503) 988-5670**

This document is available in accessible format upon request

TABLE OF CONTENTS

		PAGE
ARTICLE 1.	PREAMBLE	1
ARTICLE 2.	DEFINITIONS	2
ARTICLE 3.	RECOGNITION	3
ARTICLE 4.	MANAGEMENT RIGHTS	4
ARTICLE 5.	ASSOCIATION SECURITY	5
ARTICLE 6.	CHECK OFF	6
ARTICLE 7.	NO STRIKE AND NO LOCKOUT	7
ARTICLE 8.	HOLIDAYS	8
	1. Holidays and Holiday Pay	8
	2. Taking of Holidays	8
	3. Scheduling	8
	4. Unused Holidays	9
ARTICLE 9.	VACATION LEAVE	10
	1. Accrual	10
	2. Vacation Times	10
	3. Change of Scheduled Vacation	11
	4. Termination Or Death	11
	5. Accrual During Leave	11
ARTICLE 10.	SICK LEAVE	12
	1. Accrual and Utilization	12
	2. Verification	13
	3. Reporting of Sick Leave	13
	4. Abuse of Sick Leave	13
	5. Conversion of Sick Leave	14
	6. Other Sick Leave Provisions	14
	7. Sick Leave in Application to Final Average Salary	15
	8. Parental Sick Leave	15
	9. Sick Leave Records	15
	10. Saved Holiday Bonus for Limited Use of Sick Leave	15
ARTICLE 11.	OTHER LEAVES	17
	1. Leave of Absence	17
	2. Jury Duty	17
	3. Voting Time	17
	4. Association Business	17
	5. Educational Leave	18

TABLE OF CONTENTS

	6. Tuition Reimbursement	18
	7. Military Service	18
	8. Effect of Leaves on Time Exchange Repayments	19
	9. Bereavement Leave	19
	10. Immediate Family	19
ARTICLE 12.	HEALTH AND WELFARE	21
	1. Medical and Dental Insurance Premiums	21
	A) Contribution Toward Insurance Premiums	21
	B) Health Care Plan Changes During Term of Agreement	22
	C) Premium Calculations	22
	D) Employee Contribution	23
	E) Major Medical Plan Rebates	23
	F) Opt-Out of Medical Plan	23
	G) Successor Plans and Carriers	23
	H) Default Enrollment	23
	I) Eligible Dependents	24
	J) When Benefits Coverage Begins and Ends	26
	K) Flexible Spending Accounts	29
	L) Emergency Treatment	29
	M) Long-Term Care	29
	N) Retiree Medical Insurance	30
	2. Other Benefits	32
	A) Short-Term Disability Insurance	32
	B) Long-Term Disability Insurance	32
	C) Life Insurance	32
	D) Right to Communicate Disease Information	32
	E) Fitness for Duty Examinations	33
	F) Health and Security of Personae and Facilities; Administrative Search Authorized	33
	G) Defense and Indemnification	36
	3. FMLA/OFLA Eligibility	36
ARTICLE 13.	WORKERS' COMPENSATION	38
ARTICLE 14.	SENIORITY AND LAYOFF	42
	1. Definition of Seniority	42
	2. Computation of Seniority	42
	3. Application of Seniority	43
	4. Work Assignment	46
ARTICLE 15.	HOURS OF WORK	47
	1. Work Day	47
	2. Work Week	48
	3. Time Off Between Shifts	49
	4. Work Schedules	49

TABLE OF CONTENTS

	5. Voluntary Shift Changes	50
	6. Voluntary Waiver of Ten (10) Days Notice	50
	7. Continuous Operations	51
	8. Security Briefings	51
	9. Court Subpoenas or Writs	51
	10. Meal Periods	51
	11. Meal Costs Not Included on Overtime Calculations	51
	12. Overtime Waiver	51
	13. Implementation of 7.k. Provision of the FLSA	51
ARTICLE 16.	WAGES AND CLASSIFICATIONS	52
	1. Wages and Classification Schedule	52
	2. Pay Periods	53
	3. Reporting Time	53
	4. Call-In Time	53
	5. Overtime	53
	6. Court Time	54
	7. Distribution	54
	8. Mileage Pay	54
	9. Shift Differential	54
	10. Trainers Pay	55
	11. Emergencies	55
	12. CERT Team Pay	55
	13. Court Cars	55
	14. Pension	55
	15. Reopener	56
	16. Calculation of Regular Pay, Premium Pay, Overtime Rate and Grand Total Gross	57
	17. Canine Pay	58
	18. Translator Pay	58
	19. UNET Qualification Pay	58
ARTICLE 17.	CORRECTION SERVICE AND TRAINING ACHIEVEMENT PROGRAM	59
	1. Achievement Levels	59
	2. Explanation of Requirements	59
	3. Entry Into the Program	59
	4. Program Modifications	60
ARTICLE 18.	DISCIPLINARY ACTION	61
	1. Discipline	61
	2. Just Cause	61
	3. Right to Appeal	61
	4. Reprimands	61
	5. Internal Investigatory Procedures	61
	6. Reinstatement	61
	7. Personnel Records and Information	61
	8. I.A.U. Records and Files	62

TABLE OF CONTENTS

ARTICLE 19.	OFFICERS RIGHTS	64
ARTICLE 20.	SETTLEMENT OF DISPUTES	66
	1. Grievance Procedure	66
	2. Stewards and the Investigation Procedure	67
	3. Unfair Labor Practices (ULPs)	67
	4. Constructive Notice Requirements	68
ARTICLE 21.	GENERAL PROVISIONS	69
	1. No Discrimination	69
	2. Bulletin Boards	69
	3. Visits by Association Representatives	69
	4. Changing in Work Rules and Conditions	70
	5. Rules	70
	6. Uniforms and Protective Clothing	70
	7. Time Exchanges	70
	8. Employee Relations Committee Meetings	71
	9. Contract Work	71
	10. Outside Employment	72
	11. Supremacy of Contract	72
	12. Joint Committee on Payroll and Time Keeping System	72
ARTICLE 22.	SAVINGS CLAUSE AND FUNDING	73
	1. Savings Clause	73
	2. Funding	73
ARTICLE 23.	ENTIRE AGREEMENT	74
ARTICLE 24.	TERMINATION	75
	SIGNATURE PAGE	76
ADDENDUM A	WAGES	77
	Wages Effective July 1, 2010	77
	Wages Effective July 1, 2011	77
	Wages Effective July 1, 2012	77
	Health and Welfare Reopener for 2013	77
	Wages Effective July 1, 2013	77
	Wages Effective July 1, 2014	78
	Wages Effective July 1, 2015	78
	Wages Effective July 1, 2016	78
ADDENDUM A-1	SALARY TABLE	79
ADDENDUM C	OFFICIAL SENIORITY LIST FOR BARGAINING UNIT MEMBERS AS OF 7/21/2011	80

TABLE OF CONTENTS

	Sergeants	80
	Corrections Officers	81
ADDENDUM G	DUTY STATUS FOR HEARINGS AND SUBPOENAS	90
ADDENDUM H	TRANSIT SUBSIDIES	91
MOU	VACATION SCHEDULING FOR MCCDA MEMBERS	92
	INDEX	94

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

2010-2017 A G R E E M E N T
Between
MULTNOMAH COUNTY, OREGON
And
MULTNOMAH COUNTY CORRECTIONS DEPUTY ASSOCIATION
AS AMENDED JULY 21, 2011

ARTICLE 1
PREAMBLE

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

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment, consistent with the parties' objective of providing ever improving services to the people of Multnomah County that can be characterized as fair, economical and beneficial to the quality of life in this community.

ARTICLE 2
DEFINITIONS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

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

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

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

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

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

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

- A. "C" shift: any work period which starts between 4 a.m. and 12 noon;
- B. "E" shift: any work period which starts between 12 noon and 8 p.m.;
- C. "G" shift: any work period which starts between 8 p.m. and 4 a.m.;
- D. "Relief" shift: any five (5) day work schedule which includes more than one (1) of the above eight (8) hour work periods or has start times within the five (5) day work schedule which differ by more than two (2) hours.

ARTICLE 3
RECOGNITION

1
2
3
4
5
6
7
8
9
10
11
12
13
14

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

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

ARTICLE 4

MANAGEMENT'S RIGHTS

1
2
3
4
5
6
7
8
9
10
11

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

ARTICLE 5

ASSOCIATION SECURITY

1
2
3
4 Employees shall have the right to self-organize, to form, join or assist labor organizations
5 or to refrain therefrom, to bargain collectively through representatives of their own choosing, and
6 there shall be no discrimination exercised against any employee covered by this Agreement
7 because of his/her membership or MCCDA activities or because he/she refrains therefrom. In
8 addition, no employee shall suffer restraint, interference, or coercion because of or in the
9 exercise of any rights protected under the P.E.C.B.A. or in or because of any protected
10 concerted activity. The MCCDA shall have the duty to fairly represent all members of the
11 bargaining unit, whether or not they are MCCDA members.

ARTICLE 6
CHECK OFF

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

1. The County agrees to deduct once each pay period from the pay of employees covered by this Agreement as applicable:

A. The MCCDA membership dues of those MCCDA members who individually request such deductions in writing.

B. A service fee, in lieu of dues, from any employee who is a member of the bargaining unit and who has not joined MCCDA within thirty (30) days of this Agreement or within thirty (30) days of becoming an employee, whichever date is later.

C. MCCDA expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member and as to any such employee such sums paid by such employee equivalent to regular Union dues, the aforesaid in-lieu-of-dues payment shall be paid to a non-religious charity mutually agreed upon by the employee making such payment and MCCDA, or in lieu thereof, the employee shall request that such in-lieu-of-dues payment not be deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Association and the County, when requested, that this has been done.

D. The MCCDA expressly agrees that no funds derived from the in-lieu-of-dues payment shall be expended for non-chargeable political purposes by the Association. The amount of service fee shall be set at the amount of dues generally deducted except as required by law. The aggregate deduction of all employees for dues checked off and service fees shall be remitted each pay period to the MCCDA.

E. The County agrees to furnish the MCCDA each month a listing of all new employees hired into the bargaining unit during the month and of all employees who terminated during the month. Such listing shall contain the names of the employees, along with their job description, work locations and home addresses.

F. This article shall remain in effect through June 30, 2017, regardless of the duration and termination provisions set forth in Article 24.

ARTICLE 7

NO STRIKE AND NO LOCKOUT

1
2
3
4 No employee covered by this Agreement shall engage in any work stoppage, slow-
5 down, picketing (except informational picketing), or strike at any County facility or at any location
6 where bargaining unit work is required during the life and duration of this Agreement. If any
7 such work stoppage, slow-down, picketing, or strike shall take place, the Association will
8 immediately notify such employees so engaging in such activities to cease and desist.

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

ARTICLE 8
HOLIDAYS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

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

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

2. Taking of Holidays Employees shall be allowed to use the personal holidays singly or consecutively and they may be used in conjunction with regularly scheduled vacations. An employee may use personal holidays with twenty-four (24) hours' notice or a shift commander's or designee's approval if there is a vacant slot on the vacation/personal holiday sign-up calendar. Approval shall be on a first-come first-serve basis.

3. Scheduling Employees may schedule the use of personal holidays by the same procedure employed for scheduling of vacation times, and the application of seniority shall apply on the same basis as it applies to vacation scheduling. However, if the right of seniority in selection of personal holidays is not employed at the same time as selection of vacation times, then the right of selection by seniority is waived. In any event, the County will make good faith efforts to assure availability of relief personnel whenever an employee gives the County at least

1 ten (10) days advance written notice of a desired personal holiday time.

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

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

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

ARTICLE 9
VACATION LEAVE

1
2
3
4 1. Accrual Employees shall accrue vacation time in accordance with the following
5 schedule:

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

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

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

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

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

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

23 2. Vacation Times Employees shall be permitted to choose either a split or entire vacation.
24 Vacation times shall be scheduled by the County according to classification, shift, and location
25 (East or West side of Willamette River) based primarily on the needs of efficient operations and
26 the availability of vacation relief. Employees shall have the right to determine vacation times
27 within their classification, shift, and eastside or westside (as applicable) by an annual sign-up,
28 but in any case, vacation times shall be selected on the basis of seniority. Seniority shall be
29 exercised only once a year and only to the extent of the employee's annual accrual. The
30 number of vacation times placed on the annual vacation time schedule shall be determined in
31 accordance with a separate 2001 Memorandum of Understanding (MOU) entitled
32 "Memorandum of Understanding Concerning Vacation Times: MCCDA Bargaining Unit." The
33 MOU shall be considered part of this agreement, and disputes concerning its meaning,
34 interpretation, or application shall be resolved under Article 20, Settlement of Disputes, of this

1 agreement. The bidding process shall, to the extent feasible, allow members whose bid choices
2 are frustrated to bid on other open slots before such slots are assigned to persons of lower
3 seniority (i.e., avoid “blind bidding”).

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

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

15 4. Termination or Death After six (6) months of service, upon the termination of an
16 employee for any reason, or in the event of the death of an employee, all accumulated vacation
17 shall be paid either to the employee or his or her heirs, whichever the case may be.

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

ARTICLE 10

SICK LEAVE

1
2
3
4 1. Accrual and Utilization Employees shall accrue sick leave at the rate of four (4) hours
5 for each semi-monthly pay period worked. Sick leave may be accrued on an unlimited basis.
6 Sick leave may be utilized only for the following purposes:

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

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

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

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

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

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

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

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

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

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

26 Whenever possible, medical and dental appointments should be scheduled
27 outside an employee's regularly scheduled working hours. In the event such appointments
28 cannot be scheduled outside an employee's regularly scheduled working hours, employees
29 must report the need to be absent as early as possible, consistent with Section 3 of this Article.

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

1 2. Verification The Sheriff's Office may require an employee to submit written certification
2 from a physician or other acceptable verification of eligibility to receive sick leave benefit under
3 any of the following conditions:

4 A. Whenever the employee's absence exceeds three (3) consecutive workdays;

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

12 C. When the employee has exhausted all but twenty-four (24) hours of sick leave.

13 D. When the employee has called in sick five (5) or more times for separate events
14 in any six (6) month period, regardless of how the time is charged and the employee has been
15 notified by a Facility Commander, Unit Commander or a Human Resources representative that
16 such verification will be required for a period of up to six (6) months following the notice. This
17 may be waived at the discretion of the County on a case by case basis.

18 In the event verification is required, it must be submitted within fifteen (15) days of the
19 date of the request.

20 3. Reporting of Sick Leave Any employee who must be absent for any reason listed in
21 Section 1 above, must report his or her need to be absent directly to the OIC or designee on
22 duty as early as possible, but no later than one (1) hour before the beginning of his or her shift,
23 unless he or she is unable to report due to incapacitation. Failure to so report may result in loss
24 of pay for the day involved. For the purposes of this paragraph, the beginning of shift is defined
25 as the start of preliminary security briefing, if the employee is scheduled to attend such a
26 briefing.

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

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

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

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

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

10 5. Conversion of Sick Leave Commencing with the one year period beginning on
11 September 1, 2008 and ending on August 31, 2009, employees who have more than the
12 following amounts of hours of accumulated unused sick leave may request that a portion of
13 those corresponding hours be deducted from his or her sick leave bank and paid in cash at the
14 current wage rate, up to the following maximums:

<u>Accumulated Hours</u>	<u>Maximum Permitted Cash Out</u>
120	8
240	16
360	24
480	32
600	40

24 The determination of whether employees have the specified accumulated hours to be
25 eligible for sick leave conversion will be made on September 1, 2009 and each September
26 1stthereafter.

27 Payments for converted sick leave shall be requested and made only in multiples of
28 eight (8) hours. Payment for converted sick leave shall be made no later than the first pay
29 period in October.

30 6. Other Sick Leave Provisions

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

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

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

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

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

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

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

16 10. Saved Holiday Bonus for Limited Use of Sick Leave

17 A. Employees who have worked full-time for the entire preceding fiscal year are
18 eligible to receive saved holiday time as a bonus incentive for low sick leave usage, as specified
19 below:

20 (1) Eligible employees who use no more than eight (8) hours of sick leave in
21 a fiscal year will receive sixteen (16) hours of personal holiday time for use after July 15 of the
22 following fiscal year; those who use more than eight (8) hours, but no more than sixteen (16)
23 hours of sick leave will receive eight (8) hours of personal holiday time for use after July 15 of
24 the fiscal year.

25 (2) Use of saved holiday bonus time will be governed by the provisions of
26 Article 8, Section 4, specifically to include the provision requiring use in the same fiscal year in
27 which it was accrued.

28 B. Employees who work four (4), ten (10) hour shifts and who have worked full-time
29 for the entire preceding fiscal year are eligible to receive saved holiday time as a bonus
30 incentive for low sick leave usage, as specified below:

31 (1) Eligible employees who use no more than ten (10) hours of sick leave in a
32 fiscal year will receive twenty (20) hours of personal holiday time to use after July 15 of the
33 following fiscal year; those who use more than ten (10) hours, but no more than twenty (20)

1 hours of sick leave will receive ten (10) hours of personal holiday time for use after July 15 of
2 the fiscal year.

3 (2) Use of saved holiday bonus time will be governed by the provisions of
4 Article 8, Section 4, specifically to include the provision requiring use in the same fiscal year in
5 which it was accrued.

ARTICLE 11
OTHER LEAVES

1
2
3
4 1. Leave of Absence Consistent with the needs of the County, leaves of absence without
5 pay for a limited period, not to exceed one hundred eighty (180) days, shall be granted for any
6 reasonable purpose and such leaves may be renewed or extended for any reasonable period.

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

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

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

23 4. Association Business

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

27 B. The Association negotiating team may be comprised of not more than seven (7)
28 members of which up to three (3) may attend negotiating sessions without loss of pay. The
29 Association shall notify the applicable Division Commander of the selected members not less
30 than seven (7) days in advance of each negotiating session. The three (3) designated members
31 shall be scheduled on day shift for the date scheduled for a negotiating session.

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

1 D. Upon notice to the Chief Deputy, the Association Executive Board members may
2 meet up to twelve (12) times a year. Up to eight (8) Executive Board members will be relieved
3 from duty for up to an eight (8) hour block at straight time for attendance at Executive Board
4 meetings up to twelve (12) times a year. Should the total number of hours of such work exceed
5 seven hundred sixty-eight (768) hours in a calendar year, Executive Board members shall be
6 entitled to take leave without pay after making arrangements with the Chief Deputy. In years in
7 which successor negotiations begin, an additional two hundred (200) hours shall be allowed.
8 Hours spent in negotiation sessions pursuant to paragraph B above, and time spent by
9 Employee Benefits Board representatives attending EBB meetings as provided in Article 12,
10 shall not be charged under this paragraph.

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

16 One (1) year leaves of absence for educational purposes, including any requested
17 extension, may not be granted more than once in any three (3) year period. Employees may
18 also be granted leaves of absence with or without pay for educational purposes for reasonable
19 lengths of time to attend conferences, seminars, briefing sessions or other functions of a similar
20 nature that are intended to improve or upgrade the individual's skill or professional ability,
21 provided it does not interfere with the operation of the County.

22 6. Tuition Reimbursement The tuition reimbursement policy as set forth in the County's
23 Board Order dated November 21, 1978, will be continued. In addition, the County may advance
24 the cost of tuition and incidental expenses if, in the County's judgment, such advance is
25 consistent with County financial and operational needs and priorities, and the employee signs
26 an agreement that if he or she does not satisfactorily complete the course, or if his or her
27 County employment terminates before completion of the course, the County will have the right
28 to deduct the amount of the advance from his or her pay or use other means to collect the
29 amount of the advance.

30 7. Military Leave

31 A. Leave With Pay Employees who have served with the County for six (6) months
32 or more immediately preceding an application for military leave, and who are members of the
33 Armed Forces of the United States, are entitled to a leave of absence with pay from their duties
34 for a period not exceeding fifteen (15) calendar days or eleven (11) work days in any calendar

1 year. Employees will be granted a leave of absence without pay for any additional time needed for the purpose of discharging their obligation of annual active duty for training in the military reserve or National Guard.

4 B. Leave With Repayment Employees shall be allowed to attend required military service or training sessions which fall on their regular working day(s) in lieu of their scheduled shift provided that twenty (20) days notice is given and they agree to and do work on a scheduled day(s) off in compensation. Such repayment shall be made within thirty (30) calendar days or the equivalent amount of pay shall be deducted from the employee's next paycheck. When an employee fails to comply with this section on two separate occasions during the term of this contract, further rights under this subsection b shall be suspended for twelve (12) months from the date of the second (2nd) infraction.

8. Effect of Leaves on Time Exchange Repayments An employee may work the first half of an approved time exchange prior to taking an authorized leave of absence and receive the benefit of the repayment portion of that exchange during his or her authorized leave if the trade was approved in advance by the employer in accordance and otherwise in conformance with any applicable time exchange policy in effect at the time the affected employees proposed the time exchange. Employees who plan to use time exchanges in this manner at the time of the initial request for the exchange shall inform the manager to whom the request is submitted of this plan, specify the proposed dates for both portions of the time exchange, and (insofar as practicable) the anticipated start date of the leave. When such a time exchange is approved, the approving manager shall promptly notify the MCSO Payroll Supervisor in writing of the tentative plan, with a copy sent to the employee.

9. Bereavement Leave In addition to regular sick leave, an employee shall be granted not more than three (3) days' leave of absence with payment at the regular rate of pay for working time missed during such three (3) day period in the event of death in the immediate family of the employee. If such funeral is beyond three-hundred and fifty (350) miles from the city of Portland, Oregon, the employee may be granted up to three (3) additional days of paid leave for travel. Such leave with pay shall be for the purpose of making household adjustments or to attend funeral services.

10. Immediate Family For purposes of the immediately preceding paragraph only, an employee's immediate family shall be defined as spouse, domestic partner, parents, children, grandchildren, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, or brother-in-law. For purposes of this section, a domestic partner's children shall be treated as children of the employee if, before their death, the employee legally adopted them or they

1 regularly lived with the employee and domestic partner for at least six (6) months immediately
2 prior to the death as part of a joint familial unit to which the employee regularly contributed
3 financial support and parental guidance. Further, the legally recognized parents and siblings of
4 the domestic partner shall be treated as in-law equivalents of the employee. In the event of
5 death involving relationships other than those set forth above, under exceptional circumstances,
6 a leave of absence may be granted by the Sheriff or the Sheriff's appointed designee(s) upon
7 request.

ARTICLE 12
HEALTH AND WELFARE

1
2
3
4 1. Medical and Dental Insurance Premiums

5 A. Contribution Toward Insurance Premiums

6 (1) Full-time employees

7 a. Full-Time Employee - Definition

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

11 b. Medical/Vision/Prescription Insurance

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

Health Plan	County Contribution	Full-Time Employee Contribution
ODS Performance Plan	90%	10%
ODS Preferred Plan	95%	5%
ODS Major Medical Plan	100%	0%
Kaiser Medical Plan	95%	5%

16
17 c. Dental Insurance

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

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

1 d. Part-Time Employee Coverage

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

5 1. Part-Time Employee – Definition

6 Part-time employees shall be defined as bargaining unit
7 employees who are regularly scheduled to work twenty (20) to thirty-one and ninety-nine one-
8 hundredths (31.99) hours per week.

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

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

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

23 amount charged by Kaiser to the County. For the ODS plans, the premium charges shall be
24 calculated, using sound actuarial principles, and include projected claim costs based on plan
25 experience as required by state regulations, IBNR expenses, Oregon Medical Insurance Pool
26 assessments, pharmaceutical claim expenses, stop-loss premiums, third-party benefit plan
27 administration costs, and an appropriate trend factor selected to limit County contributions and
28 employee cost shares while providing adequate funding for plan operations. The Association
29 may challenge the accuracy of the premium calculations through the grievance and arbitration
30 procedure and the arbitrator shall have the authority to award a refund of excess contributions
31 for the calendar year in which the miscalculation was determined to have occurred. Such a
32 challenge shall not be limited by the time lines set forth in Article 20, but only one challenge may
33 be filed for any calendar year and any award of excess contributions shall be limited to that
34 year.

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

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

6 F. Opt-Out of Medical Plan Employees may elect to Opt Out of coverage in the
7 County’s medical plan insurance by making that election on their Benefit Enrollment form.
8 Employees making such election must provide proof of other group medical plan insurance in
9 order to make the Opt Out election. Employees will not be eligible to change their election until
10 the County’s official annual open enrollment period, unless the employee experiences an IRS
11 recognized family status change event that would allow a mid-year health plan election change.

12 1. Full-Time Employees Who Opt-Out

13 Employees who Opt Out of medical plan coverage will receive a
14 reimbursement paid by the County of two-hundred fifty dollars (\$250) (gross) per month.

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

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

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

29 H. Default Enrollment

30 1. New full-time employees who fail to submit timely application to Opt Out
31 or enroll into the medical-dental benefit plans described in Section A will be enrolled by default
32 in the County’s Major Medical plan and ODS Dental plan, with employee only coverage. Eligible
33 dependents of such employees may be enrolled in the default plans if the employee submits

1 application requesting dependent enrollment within fifteen (15) days of receiving notice of his or
2 her default enrollment.

3 I. Eligible Dependents

4 (1) Spouses and domestic partners

5 a. Definitions

6 1. A “spouse” is a person to whom the employee is married
7 under Oregon law.

8 2. A “domestic partner” is a person with whom the employee:

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

13 (b) Has a close personal relationship.

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

16 i. Are not legally married to anyone;

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

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

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

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

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

27 b. Enrollment of Spouse/Domestic Partner

28 Employee may enroll spouse or domestic partner in County
29 medical and dental plans upon completion of the County’s Affidavit of Marriage or Domestic
30 Partnership and applicable enrollment forms. Enrollment times and other procedures for
31 administration of the medical and dental insurance plans shall be applied to employees with
32 domestic partners in the same manner as to married employees to the extent allowed by the
33 law. Spouse or domestic partner must be enrolled in the same plan as the employee.

34 (2) Children

1 a. Definitions

2 "Eligible children" includes:

3 1. any biological or adoptive child of the employee or
4 employee's spouse/domestic partner who is under the age of twenty-three (23); or

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

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

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

14 5. the newborn child (grandchild of employee) of an enrolled,
15 unmarried, eligible child of the employee or employee's spouse/domestic partner who is under
16 age twenty-three (23) at the time of grandchild's birth and when the parent child is also enrolled
17 as a dependent under employee's County-sponsored coverage. Grandchild's eligibility for
18 coverage ends upon the birth parent's twenty-third (23rd) birthday or marriage date, whichever
19 occurs first, unless the County employee has legal custody of the grandchild.

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

26 b. Enrollment of Dependent Children

27 Employee may enroll eligible children in County medical and
28 dental plans upon completion of an applicable benefit enrollment forms. Children must be
29 enrolled in the same plans as the employee.

30 c. Taxability of Dependent Health Plan Coverage

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

(3) Termination of Dependent Health Plan Coverage

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

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

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

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

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

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

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

J. When Benefits Coverage Begins and Ends

(1) Coverage for new employees

a. Medical and Dental Benefits

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

10 (2) Benefits coverage for terminating employees

11 a. Retirees

12 1. County-subsidized coverage

13 Benefits options for retirees are provided for in
 14 Subparagraph N, below.

15 2. Unsubsidized benefits

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

18 b. Other terminating employees

19 1. County-subsidized coverage

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

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

23 Example: Employee A's last working day in paid status is July 15. Employee A's County-
 24 sponsored health plan coverage will end July 31. Employee B's last working day in paid status
 25 is July 16. Employee B's County-sponsored health plan coverage will end August 31.
 26 Employee B will have additional cost shares deducted from final paychecks to cover the cost
 27 shares for August coverage.

28 2. Unsubsidized benefits

29 Terminating employees may continue to purchase
 30 coverage under County medical and dental benefits plans on a self-pay basis as mandated by
 31

1 law.

2 (3) Employees on unpaid leaves of absence

3 a. Leaves of less than 30 days

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

7 b. FMLA/OFLA Leaves

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

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

15 During unpaid OFLA leave only, the County will not contribute
16 toward medical or dental plan insurance coverage.

17 c. Non-FMLA unpaid leaves

18 1. Lapsing of County-subsidized coverage occurs after
19 passage of thirty (30)-day leave period. 31st day of leave with unpaid status triggers loss of
20 health plan coverage. If 31st day of unpaid non-FMLA leave occurs:

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

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

28 2. Continuation of Coverage through COBRA

29 Employees may continue to purchase coverage under County
30 medical and dental benefits plans on a self-pay basis as mandated by law.

31 3. Benefits Coverage upon return from a leave

1 If the period of unpaid leave was sufficient to cause a
2 termination of health plan coverage, enrollment option will vary based as follows:

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

8 (b) Employees returning to work from unpaid
9 leave in a new plan year may enroll in different medical and/or dental plans within thirty-
10 one (31) days of their return. Such employees must complete a health plan enrollment
11 form upon their return to work. If the date of return is the first of a month and enrollment
12 forms are received by the first day of the month, the coverage will be effective that day;
13 otherwise, coverage will be in effect the first day of the month following the return to
14 work and receipt of the completed enrollment forms by the County Employee Benefits
15 Office.

16 K. Flexible Spending Accounts

17 (1) Medical expenses

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

22 (2) Dependent care expenses

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

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

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

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

3 (1) For purposes of this section, "retiree" refers to a person who meets the
4 criteria of section 5 below, who separated from service from the County on or after July 1, 1992
5 and, at the time of separation occupied a position covered by the MCCDA bargaining unit. For
6 purposes of this section, "member" or "members" refers to an active employee(s) who
7 permanently occupies a position(s) covered by the MCCDA bargaining unit.

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

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

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

22 (5) Retiree Benefits Eligibility

23 Association employees who meet the retiree eligibility requirements and
24 enroll in a County-sponsored retiree health plan at employment separation are eligible for a
25 premium subsidy from the County as follows:

26 a. If a retiree has thirty (30) years of continuous County service,
27 regardless of age, the County shall pay one-half (1/2) of the monthly medical insurance
28 premium on behalf of a the retiree and his or her eligible dependents, until the retiree's sixty-fifth
29 (65th) birthday, death, or eligibility for Medicare, whichever is earlier.

30 b. The County shall pay one-half (1/2) of the monthly medical
31 insurance premium on behalf of a retiree and his or her eligible dependents, from the retiree's
32 fifty-eighth (58th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth
33 (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had:

34 1. five (5) years of continuous County service immediately

1 preceding retirement at or after age fifty-eight (58) years, or
2 2. ten (10) years of continuous County service immediately
3 preceding retirement prior to age fifty-eight (58) years, or
4 3. ten (10) years of continuous County service immediately
5 preceding disability retirement regardless of age.

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

8 (7) Part-time service in a regular budgeted position shall be prorated for
9 purposes of the service requirements set forth in section 5, above.
10 (For example, twenty (20) hours per week for two (2) months would equal one (1) month toward
11 the applicable service requirement.)

12 (8) In addition to the other requirements of this section, continued medical
13 plan participation or benefit of County contributions is conditioned on the retiree's continuous
14 participation in the County's medical and/or dental insurance plan from the time of retirement,
15 and upon the retiree's timely payment of the applicable retiree portion [i.e., fifty percent (50%) or
16 on hundred percent (100%), as applicable] of the monthly premium. Failure to continuously
17 participate or make timely and sufficient payment of the applicable retiree portion of the monthly
18 premium shall terminate the retiree's rights under this section. The County shall inform the
19 retiree of the identity and mailing address of the collection agent at the time the retiree signs up
20 for continued post-employment medical insurance coverage, and shall inform the retiree of
21 changes of collection agent not less than forty-five (45) days in advance of the effective date of
22 the change.

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

31 (10) In the event County insurance premium payments on behalf of retirees or
32 their dependents are made subject to state or federal taxation, any additional County tax liability
33 shall be directly offset against such payments required under this section. (For example, if the
34 effect on the County of the additional tax is to increase the County's outlays by an amount

1 equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's contribution
2 shall be reduced to forty percent (40%) of the premium so that the net County costs will remain
3 unchanged.) In such event, upon request by the County, MCCDA agrees to meet and discuss
4 alternatives which may have greater tax advantages for members and the County.

5 (11) Subject to any limitations imposed by applicable law, if employees
6 contribute toward medical insurance by payroll deduction, the employer contribution toward
7 eligible retirees' insurance under this article shall be 50% of the contribution it makes for an
8 active employee on the same plan and participation level, rather than 50% of the premium.

9 2. Other Benefits

10 A. Short-term Disability Insurance Any full-time employee covered by this
11 Agreement may participate in the Short Term Disability insurance program. The monthly
12 premium must be paid individually through payroll deduction. Short-term disability elimination
13 period is thirty (30) days with benefits ending at the ninetieth (90th) day. These forms are
14 processed by the Employee Benefits Office. Qualification is subject to the eligibility
15 requirements of the disability carrier contract.

16 B. Long-Term Disability Insurance All bargaining unit members that work twenty
17 (20) hours or more per week will continue to be covered by a County-paid group long-term
18 disability insurance policy, the provisions of which shall be the same as those in the current
19 UNUM group policy applicable to bargaining unit employees. The County may not terminate a
20 disabled employee (except for cause unrelated to the disability) during the period of disability.

21 C. Life Insurance The County agrees to provide each employee covered by this
22 Agreement with term life insurance in the amount of fifty thousand dollars (\$50,000), and
23 accidental death and dismemberment insurance in the amount of fifty thousand dollars (\$
24 50,000). Any increases to the County provided coverage are subject to the terms of the
25 insurance contract.

26 Employees, at their option, may purchase supplemental term life insurance
27 coverage for themselves, their spouse or their domestic partner consistent with carrier
28 contract(s) by payroll deduction. Premiums will vary according to age of the insured. Insured
29 employees will be provided a certificate evidencing such insurance. Employees will designate
30 their beneficiaries for the life insurance coverage.

31 Retirees of the Public Employees Retirement System will be provided with five
32 thousand dollars (\$5,000) of term life insurance coverage by the County during the period of
33 time they receive pension benefits, provided they retired on or after July 1, 2001.

34 D. Right To Communicable Disease Information If an employee is exposed while

1 on duty to the blood or bodily fluids of an inmate, the County shall immediately request the
2 inmate to voluntarily release his or her medical records to the employee's physician. The
3 County shall, upon receipt of the release, provide appropriate medical information to the
4 employee's physician. If an inmate refuses to sign the release, the County shall notify the
5 officer and MCCDA concerning the matter.

6 E. Fitness for Duty Examinations The County may require an employee to submit
7 to and cooperate fully in a physical, psychiatric, or psychological examination. Except when
8 otherwise required by law, health practitioners conducting such an examination shall be
9 selected by the County with all costs for such examination being borne by the County. Such
10 examination is for the purpose of providing the employer with information needed to conduct its
11 business, and is not one in which the employee and examining health care practitioner(s) will
12 have or develop a patient-client relationship. The affected employee shall authorize the
13 examining health practitioner(s) to forward a copy of the report to the Sheriff's Office Human
14 Resources Director, as well as to a health care professional designated for this purpose by the
15 employee, for review and release to the employee. The Human Resources Director may also
16 provide the report to the County's medical or legal or labor relations representatives, including
17 their assistants, in connection with actual or potential litigation. The Human Resources Director
18 may also share information in such reports in connection with fitness for duty determinations or
19 leave or benefit eligibility under contract or law. The report may also be disclosed in the
20 forum(s) in which any such litigation is pending and to persons incident thereto, subject to such
21 protective orders and other limitations as the forum may impose. Except as otherwise required
22 by law (e.g., court order) or for litigation, no other persons may have access to the report
23 without the employee's written permission, including supervisors. Disclosure of employee
24 medical, psychiatric or psychological information to supervisors or other persons will be
25 generally permitted only when the supervisor or person has a genuine need to know.
26 Disclosure in such instances shall be strictly limited to the amount and type of information
27 reasonably necessary for the supervisor or other person to address the legitimate business
28 purpose involved (e.g., work restrictions or limitations, accommodations necessary for the
29 employee to perform his or her duties, information needed to respond to medical emergencies,
30 etc.) A physical, psychiatric or psychological examination shall not be mandatory for each
31 employee more than once in each fiscal year, except when consistent with business necessity
32 as defined under the Americans with Disabilities Act.

33 F. Health and Security of Persons and Facilities; Administrative Search Authorized

34 (1) To aid the interdiction of illegal drugs, detect and suppress substance

1 abuse, promote the health and safety of corrections employees, MCSO corrections clientele,
2 and the public, further penal and rehabilitative policy objectives, and ensure confidence of the
3 public and other justice service agencies in the integrity of the MCSO, the Sheriff may
4 promulgate and enforce reasonable work rules related to the possession and use of drugs and
5 alcohol, and design and implement a combined or singular urinalysis-based drug and
6 breathalyzer/blood-based alcohol testing program in which Corrections Deputies and
7 Corrections Sergeants may be required to participate, subject to the limitations described in this
8 section.

9 (2) The program described in this section may provide for testing premised
10 on a reasonable suspicion that the employee is under the influence of regulated drugs or
11 alcohol in violation of employer rules at the time the urine sample is taken. (A "reasonable
12 suspicion" means a belief based on one (1) or more specific articulable facts from which one
13 could reasonably infer that the employee may be under the influence of alcohol or drugs.)
14 Further, to the extent permitted by law, the program described in this section may provide for
15 urinalysis-based testing without suspicion or warrant. However, such suspicion less or warrant-
16 less tests may only be performed to monitor compliance of the employee with MCSO
17 abstinence requirements for a period of eighteen (18) months after the employee has been
18 identified as having used or possessed regulated substances in a manner proscribed by MCSO
19 rules.

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

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

30 (5) Prior to implementing a revised testing program pursuant to this section,
31 the Sheriff or his designee shall give the MCCDA specific notice of the contents of such
32 program and of any substantial changes in the program made pursuant to MCCDA comments
33 thereon and before initial implementation. Thereafter, the Sheriff shall give the MCCDA notice
34 of any substantial revisions of the plan. The MCCDA shall have thirty (30) days to submit

1 comments to the Sheriff or his designee on the program first proposed, and thereafter ten (10)
2 days to submit comments on any amendments to the program first proposed or program
3 revisions following implementation. The MCCDA may initially raise any challenge to the
4 reasonableness of proposed rules or the constitutionality of any proposed rule or program
5 procedure only at this time. The Sheriff may implement the program or program revision without
6 bargaining after conclusion of the applicable comment period.

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

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

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

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

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

32 (11) If the County requests an MCCDA member to submit to a breathalyzer
33 test, the member shall be informed at that time that they have the right to verify the results of
34 such test with a blood-based test. If the member requests a blood-based verification test, the

1 Association shall reimburse the County for the additional cost of such test, unless the results of
2 the blood-based test results differ from the breathalyzer test by more than ten percent (10%), in
3 which case the County shall bear the cost of both tests. A urine or blood sample taken pursuant
4 to the program implemented under this section shall be split in approximately equal parts at the
5 time it is given. This sample shall be stored in a secure refrigerated location for a period ending
6 not sooner than five (5) days after the employee is notified of any urinalysis of the first sample
7 indicating a presence of a regulated substance at a level exceeding the standard set forth in this
8 program (i.e., "tests positive" test result). During this period the employee may request that the
9 second part of the sample be retested and such retest shall be conducted. The County will
10 contract with a medical doctor trained in toxicology to act as a Medical Review Officer (MRO).
11 He or she will review preliminary positive tests with employees and any relevant health care
12 providers before the results are reported to the County. Based on his or her professional
13 judgment, he or she may change the preliminary positive test result to negative or inconclusive.
14 (NOTE: The County will not be able to distinguish a test result that is negative or inconclusive
15 by MRO intervention from any other negative or inconclusive test result.) In addition, the
16 following safeguards will apply:

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

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

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

30 G. Defense and Indemnification The County shall defend and indemnify employees
31 covered by this Agreement against all claims and judgments incurred in or rising out of the
32 performance of their official duties.

33
34 H. FMLA/OFLA Eligibility Only actual hours worked will be counted when reviewing

- 1 the number of hours worked to determine if an employee meets the minimum hours worked
- 2 eligibility requirements to be covered under FMLA and/or OFLA. Paid time off (such as vacation
- 3 leave, sick leave, and compensatory time taken) does not count toward FMLA and OFLA
- 4 eligibility requirements.

ARTICLE 13
WORKERS' COMPENSATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

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

2. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority or retirement vesting rights unless the employee's health care provider, the State Workers' Compensation Department or Board (or its successor) certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied. In such event the employee's status shall be governed exclusively by applicable State statutes related to re-employment and non-discrimination.

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

A. Supplemental benefits shall only be payable for those days compensated by Workers' Compensation time loss on an approved or deferred claim.

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

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

4. If the County or its agent denies the claim or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work shall, to the extent not compensated as time loss by the County, be paid from and charged against his or her sick leave. However, if a denied claim is subsequently accepted or reversed, sick leave will not be charged for the amount of compensated time loss.

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

6. The County shall continue to provide medical and dental benefits as provided by Article

1 12 from the first day of occupational disability subject to the limitations of Article 12, Health and
2 Welfare, if any, for a period of twenty-four (24) months or such longer period as required by law.

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

6 8. The employee shall receive his or her supplemental benefits for a given pay period on
7 the regular payday for that period.

8 9. The probationary period may be extended for a period equal to the time off work due to a
9 compensable injury provided that the total probationary period excluding time off does not
10 exceed twelve (12) months.

11 10. PERS Continuation Program An employee with ten (10) or more years' seniority can
12 elect to participate in the PERS Continuation Program. This Program is in lieu of Supplemental
13 Benefits.

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

17 B. Benefits The employee will receive one-hundred percent (100%) of his or her
18 regular straight time salary retroactive to and including the first day of the pay period in which
19 the election is made. The County will also make full PERS contributions, including employee
20 "pick-up," for the same time period. However, the County is not required to pay these benefits
21 for days the employee receives regular salary under Section 13 (3) of this Article. In addition,
22 these benefits shall only be payable for those days compensated by Workers' Compensation
23 time loss on an approved claim. If an award of retroactive benefits is made on an approved
24 claim, the employee may elect to participate in the PERS Continuation Program at the time the
25 decision to award benefits is made. The effective date of the election will be retroactive to the
26 earliest date for which the employee receives retroactive Workers' Compensation benefits. If an
27 employee elects to participate in the Program but his or her claim is not approved, the election
28 will be void and the employee will be entitled to exercise the election on another occasion.
29 However, because the election stays in effect for three (3) continuous years from the first (1st)
30 date for which the employee actually receives PERS Continuation Benefits under this program,
31 a Workers' Compensation claim denial after the employee has received PERS Continuation
32 benefits under this program does not void the election or create a new election opportunity.

33 C. Duties of Participating Employees

34 (1) The employee must reimburse the County for an amount equal to the

1 Workers' Compensation benefits received. The employee electing to participate in this program
2 is not entitled to keep both wages and the Workers' Compensation benefits.

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

12 D. Other Provisions:

13 (1) Delinquency An employee who fails to pay the County as required above
14 is considered delinquent. Employees who are delinquent may be required to pay penalties and
15 fees. These penalties and fees can accumulate up to twice the amount of the delinquent
16 Workers' Compensation equivalent payment.

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

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

33 (4) The amounts owed by the employee can accumulate to an amount no
34 more than twice the amount of the delinquent time loss equivalent payment. Employees who

1 are physically or mentally disabled to such an extent that they cannot perform repayment
2 obligations will not be assessed penalties during the period of such incapacity. In addition, an
3 employee who has never in fact cashed the Workers' Compensation benefit check and who
4 returns the check to the County shall not be assessed a daily delinquency penalty. These
5 exceptions shall be enforceable through the grievance procedure.

6 (5) Request for Penalty Waiver A delinquent employee may request waiver
7 of a delinquency penalty or collection fee. The request shall be in writing to the Director of the
8 County's Finance Division. The request shall state the reasons for the late payment. The
9 request must be made within ten (10) days after the delinquent payment is made, or ten (10)
10 days after receipt of notice of delinquency, whichever is earlier. The Director shall have the
11 discretion to waive or reduce the fee or penalty imposed.

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

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

ARTICLE 14
SENIORITY AND LAYOFF

1
2
3
4 1. Definition of Seniority

5 Seniority shall be determined as follows:

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

12 2. Computation of Seniority

13 A. Seniority at contract signing Seniority from the signing date of this agreement
14 shall be in accordance with Addendum "C", which by this reference is incorporated herein, and
15 in the event of bumping or voluntary demotion to a vacancy in lieu of layoff, in accordance with
16 Section B. (6) below. Nothing contained in Addendum "C" shall affect already determined dates
17 of probationary service.

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

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

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

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

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

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

33 (6) An employee who transfers to a lower classification in the promotional
34 line within the bargaining unit will be understood, for purposes of these guidelines, as having

1 accrued seniority in their present classification plus the seniority accrued in the higher
2 classifications held by them prior to their transfer.

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

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

8 3. Application of Seniority

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

11 B. Layoff and Bumping

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

15 (2) Bumping

16 a. Definitions

17 1. Bumping The replacement of an employee with less
18 seniority by an employee with more seniority.

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

23 3. Classification previously held A "classification previously
24 held" refers to a classification in which the employee served as a regular employee.

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

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

33 d. Special employee categories

34 1. Employees without permanent status Within a

1 classification, temporary and other employees who do not have permanent status will be laid off
2 before employees with permanent status, will not be placed on layoff lists, and do not have
3 bumping rights. The order of layoff of temporary employees shall be governed solely by the
4 Sheriff's judgment.

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

9 3. Probationary employees Time spent on layoff will not
10 count toward the probationary period.

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

19 5. Exempt Corrections Branch Employee An employee may
20 be bumped by an exempt Corrections Branch employee who was previously a member of the
21 bargaining unit and who is demoted by reason of budgetary reorganization or pursuant to
22 Multnomah County Code 9.120(C). In such event only time served in bargaining unit status
23 shall be counted.

24 (3) Notification and Placement on the Layoff List

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

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

34 c. Placement on List The name of an employee who is laid off shall

1 be placed on a layoff list by seniority for the classification which he or she last held and any
2 other lower classification in the promotional line. An employee who accepts a lateral transfer or
3 elects to retire shall not be considered as having layoff status and shall not be placed on a layoff
4 list. However, an employee who accepts a demotion shall be placed on a layoff list for the
5 classification from which he or she was demoted.

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

- 9 1. Upon written request of the employee; or
- 10 2. Upon election to take retirement status; or
- 11 3. Upon acceptance of permanent reappointment from the
12 layoff list; or
- 13 4. Upon declining an offer of permanent reappointment; or
- 14 5. Upon failure to receive a response to a certified letter sent
15 to the employee's last known address within fourteen (14) days of its having been mailed.

16 (4) Recall of Laid-Off Employees When a vacancy occurs in a classification
17 for which a layoff list exists, the employees on the list shall be recalled in order of their seniority.
18 Failure of the County to recall a laid-off employee will be permitted only when the manager
19 submits clear justification in writing to the employee and the Association that re-employment
20 would not be in the best interest of the County by reasons that the employee is no longer
21 qualified for the position. The above justification shall be reviewed and processed in
22 accordance with the rules governing dismissal for cause. All laid-off employees in a
23 classification must be recalled before the County may fill a vacancy in the classification through
24 the normal examination process.

25 C. Shifts and Days Off Whenever there is more than one (1) shift within the same
26 job classification, employees shall, on an annual sign-up basis, indicate their preference of
27 facility, shift and days off according to their respective seniority. The Corrections Commander
28 or his or her designee will make shift/days off/facility assignments based on seniority
29 preference to the extent that he or she determines they are consistent and do not conflict with
30 the needs of the Office of the Sheriff. Such determinations by the Corrections Commander shall
31 be reasonable. However, probationary deputies may be reassigned or rotated among shifts and
32 facilities for any reason. If vacation bidding by shift is terminated pursuant to the MOU between
33 the parties, this section shall thereafter be read as though the word "facility" did not appear
34 herein.

1 4. Work assignment The County reserves the right to make work assignments; however,
2 no assignment shall be for solely arbitrary or capricious reasons. The County shall use a
3 competitive selection process for special assignments. Prior to the notice of interest being
4 published, the non-represented manager responsible for managing the unit will give the MCCDA
5 President or designee an opportunity to review and discuss the selection process. If the
6 employer elects to use an application process for filling a particular "special assignment" at a
7 given time, it shall use a process that provides general notice of the opportunity to the
8 bargaining unit. Upon written request to the Chief Deputy, non-selected applicants will be
9 provided feedback for improvement.

ARTICLE 15
HOURS OF WORK

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

1. Work Day

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

B. Mandatory overtime at the end of (or prior to) the regular shift will be no longer than four (4) additional hours except in a bona fide emergency.

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

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

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

F. Compensatory Time Off Effective July 1, 2008 in lieu of overtime under Article 16, Section 5, employees may elect to receive equivalent compensatory time off with pay to a maximum of ninety-six (96) hours in a fiscal year. Any employee who has already received ninety-six (96) hours compensatory time in that fiscal year may not elect to receive equivalent compensatory time off for additional overtime in that fiscal year. Also, if a member's unused compensatory time balance exceeds eighty (80) hours within a pay period, the member shall be paid the balance over eighty (80) hours at the applicable overtime rate in the pay period earned. Effective January 1, 2009, all references to "fiscal" in this section (Compensatory Time Off) will be changed to "calendar."

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

3 (1) Employees will be permitted to sign up for compensatory time off only
4 after completion of designated vacation leave/personal holiday calendar slots as set forth in the
5 2001 Memorandum of Understanding entitled "Memorandum of Understanding: Vacation
6 Scheduling for MCCDA Members." Compensatory time accruals are not counted in the
7 vacation leave/personal holiday calendar for designation of slots. Compensatory time may only
8 be taken if a space is available in the vacation leave/personal holiday schedule. Compensatory
9 time shall not be substituted for vacation scheduled during the annual seniority bidding process.
10 Effective January 1, 2009, ninety (90) days prior to the end of each calendar year the County
11 may give written notice to MCCDA that the County may cash out time balances in excess of
12 forty (40) hours for the last pay period in December of each year.

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

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

18 (4) If an employee does not have sufficient compensatory time in his or her
19 compensatory time account on a date he or she has designated for compensatory time off, the
20 portion of the shift not covered by compensatory time will be charged to the employee's
21 vacation or personal holiday accruals, at the employee's discretion.

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

25 (5) In the event an employee wishes to cancel a designated compensatory
26 time off day, he/she must provide written notice of intent to cancel to the on-duty OIC at least
27 twenty (20) days prior to the scheduled compensatory time off. If an employee fails to provide
28 such notice and shows up for work, he/she may be sent home with no payment for show up
29 pay. Employees who fail to cancel compensatory time are also subject to appropriate
30 disciplinary action.

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

33 2. Work Week The workweek shall consist of seven (7) days, during which each employee
34 will be scheduled to work five (5) consecutive days of eight (8) hours per day with two (2)

1 consecutive days off or four (4) days of ten (10) hours per day with three (3) days off. Except
2 for the fifteen (15) minute briefing period, any work in excess of forty (40) hours within a
3 workweek shall be subject to the payment of overtime, per Article 16. Alternative work
4 schedules may be implemented upon mutual agreement of the parties.

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

10 4. Work Schedules

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

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

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

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

26 (3) Time between shifts

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

32 b. Voluntary changes In cases of voluntary changes, the employee's
33 new shift shall not begin less than eight (8) hours following the end of the last shift, except when
34 the employee has voluntarily agreed to work a shift immediately following his or her regularly

1 scheduled shift in lieu of working his or her following regularly scheduled shift within the same
2 work week. In such case, no break will be required between shifts. Voluntary shift changes
3 shall be assigned based on seniority to employees who respond within fifteen (15) minutes of a
4 general radio broadcast at the facility where the opportunity arises.

5 c. Annual sign-up Shift changes at the time of the annual sign-up
6 shall be deemed voluntary unless the employee is not granted his or her expressed shift
7 preference from remaining options at the time he or she signs up.

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

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

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

27 5. Voluntary Shift Changes

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

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

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

- 1 7. Continuous Operations Employees engaged in continuous operations are defined as
2 being any employee or group of employees engaged in an operation for which there is regularly
3 scheduled work for twenty-four (24) hours a day, seven (7) days a week. The workweek for
4 employees engaged in continuous operations shall consist of five (5) consecutive eight (8) hour
5 days, four (4) ten (10) hour days or alternative schedule.
- 6 8. Security Briefings Corrections Officers may be required to attend security briefing for
7 fifteen (15) minutes before the commencement of each shift.
- 8 9. Court Subpoenas or Writs Employees in receipt of a subpoena, summons, or writ shall
9 immediately notify his or her facility commander of the scheduled time of appearance or
10 deposition. A copy of the subpoena, summons, or writ shall be delivered to the facility
11 commander as soon as practicable. Upon completion of court appearance or deposition, if
12 during a regularly scheduled shift, the employee shall contact the facility commander for
13 reassignment. The parties agree that the terms set forth in Addendum G shall apply.
- 14 10. Meal Periods Subject to interruption based on operational needs, all employees shall be
15 granted a thirty (30) minute meal period during each work shift, which shall be with pay. The
16 County shall permit any employee who is requested to and does work two (2) hours beyond his
17 regular quitting time, time off for his meal. Whenever practicable, meal periods shall be
18 scheduled in the middle of the shift.
- 19 11. Meal Costs Not Included in Overtime Calculations In accordance with 29 CFR 548.304,
20 the parties agree that the cost of meals shall not be included in regular pay for the purpose of
21 computing overtime.
- 22 12. Overtime Waiver The parties waive application of ORS 279.340.
- 23 13. Implementation of 7.k. Provision of the FLSA The parties recognize and agree that the
24 Office of the Sheriff has implemented a 7.k. exception in connection with the effective date of
25 application of the Fair Labor Standards Act to State and Local Government, April 15, 1986. The
26 terms of the exception are
- 27 Work Period - 28 days
- 28 Maximum Hours - 165.5

ARTICLE 16

WAGES AND CLASSIFICATIONS

1
2
3
4 1. Wages and Classifications Schedule

5 A. Employees shall be compensated in accordance with the Wage Schedule
6 attached to this Agreement and marked Addendum "A". The attached Wage Schedule shall be
7 considered a part of this Agreement.

8 Employees will advance one step in their respective classifications on each
9 anniversary of their employment. Effective July 1, 2010, the wage rates for the employees
10 covered by this Agreement shall be increased by zero percent (0.0%). As such, the current pay
11 rates and ranges will remain in effect for this period. However, employees will be eligible for
12 step increases during this period in accordance with the provisions of this section.

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

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

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

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

26 F. Longevity Pay Employees who have completed fourteen (14) years of County
27 service shall receive, as part of their regular rate of pay, a longevity incentive payment of two
28 and one-half percent (2.5%) of the applicable base hourly wage set forth in Addendum "A".

29 Employees who have completed twenty (20) years of County service shall
30 receive, as part of their regular rate of pay, an additional one and one-half percent (1.5%) of
31 their applicable base hourly wage for a total longevity premium of four percent (4.0%) after
32 twenty (20) years.

33 Any categories of premium pay or achievement incentive shall be compounded
34 on top of longevity pay.

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

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

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

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

18 5. Overtime Except for the fifteen (15) minute briefing period, one and one-half (1-1/2)
19 times the employee's regular hourly rate of pay shall be paid for overtime work, but
20 compensation shall not be paid twice for the same hours. "Authorized work" hours under this
21 section shall exclude paid leave charged to sick use, but shall include all other paid leave. An
22 employee is not eligible to receive overtime pay for shifts worked in a seven (7) day workweek
23 until forty (40) hours of authorized work has been completed. However, if an employee is
24 directed to work mandatory overtime, the employee will receive overtime pay. Overtime pay
25 shall be granted under any of the following conditions:

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

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

32 C. Overtime worked shall be considered all work performed fifteen (15) minutes
33 after the end of a normal shift, and all time over fifteen (15) minutes shall be considered one-half
34 (1/2) hour for pay purposes.

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

4 E. All authorized work performed on the second day or third day (if scheduled to
5 work 4/10 schedule) following the normal work week shall be paid for at the rate of two (2) times
6 the employee's regular rate, provided that the employee has worked such overtime as was
7 offered him/her in the first day following the normal work week. In no case shall double time
8 apply to a day declared a state of emergency by the Governor or the Multnomah County Chair.

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

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

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

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

33 9. Shift Differential In addition to the established wage rates, the County shall pay an
34 hourly premium of three percent (3%) to employees for all hours worked on shifts beginning

1 between the hours of 12:00 Noon and 8:00 p.m., and an hourly premium of four percent (4%) to
2 employees for hours worked on shifts beginning between the hours of 8:00 p.m. and 4:00 a.m.,
3 and an hourly premium of five percent (5%) for all employees who are assigned to work a relief
4 shift. Employees assigned a shift change pursuant to Article 15, Section 5, shall be paid an
5 hourly premium of twenty percent (20%) for all hours worked on the assigned shift change.

6 10. Trainer Pay Any Corrections Officer required to perform the extra duties of a Trainer
7 shall be paid a differential of five percent (5%), in addition to his base pay, for all time spent
8 performing the duties of a Trainer.

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

10 12. CERT Team Pay A differential of two percent (2%) over the base rate shall be paid to
11 any Corrections Officer assigned to the Corrections Emergency Response Team for all time in
12 the assignment.

13 13. Court Cars The existing practice of providing court cars at Sheriff's Office Headquarters
14 (122nd and Glisan) shall be continued; provided, however, it is understood that such cars are
15 available on a "first come, first served" basis.

16 14. Pension

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

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

26 The County shall "pick-up" the employee contribution to PERS , six percent (6%),
27 as permitted by ORS 238.205. The parties acknowledge that the pick up payment is
28 inapplicable to employees who are not PERS members due to insufficient service. If for any
29 reason the "pick up" shall become no longer legally available, the County shall on the last
30 payroll period of this Agreement increase the wages of any affected employees by six percent
31 (6%) and return to the limited "pick up" in effect on June 30, 1998, including but not limited to
32 the terms of compensation then in effect for non-PERS members. Pursuant to ORS 238.205(5)
33 and (6), the parties agree and acknowledge that employee compensation was reduced in order

1 to generate the funds needed to make these employee contributions to the employee accounts;
2 the employer will file any required notices with the Public Employees Retirement Board.

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

6 C. OPSRP "Pick-Up."

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

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

21 D. OPSRP Employer Local Option Contribution.

22 Pursuant to ORS 238A.340, the employer agrees to make employer contributions
23 to the individual account program of its OPSRP members in an amount equal to six percent
24 (6%) of salary. Effective July 21, 2011, existing employees covered by this section will have the
25 contributions made under this section phased out in accordance with the following schedule:

26
27 Effective July 21, 2011 – Contributions reduced from 6% to 4%.

28 Effective July 1, 2012 – Contributions reduced from 4% to 3%.

29 Effective July 1, 2013 – Contributions reduced from 3% to 2%.

30 Effective July 1, 2014 – Contributions reduced from 2% to 1%.

31 Effective July 1, 2015 – Contributions reduced from 1% to 0%.

32

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

4 15. Re-opener If the County's good-faith estimate of general fund operating resources in the
5 executive budget for the fiscal year falls fifteen percent (15%) or more below the actual general
6 fund operating resources of the immediately preceding fiscal year, any general wage increase
7 provided by this agreement for the fiscal year for which such reduced revenue is projected shall
8 not be implemented and negotiations over the terms of a substitute general wage provision for
9 the affected fiscal year will commence immediately upon notification to the Association of a
10 proposed wage reduction or within fourteen (14) days of written notification to the Association of
11 the shortfall.

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

13 A. Regular Pay Regular Pay is Base Pay identified in Addendum A-1 plus
14 Achievement Pay and Longevity Pay calculated in the following mathematically expressed
15 sequence:

16 First: Employee's base wage + Employee's Achievement
17 Incentive = "n"

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

21 B. Premium Pay

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

23 Example: CERT x "n1" = CERT Pay

24 Translator x "n1" = Translator Pay

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

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

29 C. Average Overtime Rate

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

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

33 Example: CERT x Hours = a1

34 Translator Pay x Hours = a2

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

Shift Differential x Hours = a3

a1 + a2 + a3 = Premium Gross

Third: Straight Gross + Premium Gross = Total Gross

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

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

D. Grand Total Gross

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

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

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

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

18. Translator Pay The Sheriff shall maintain a list of designated translators. The Sheriff shall have the sole and exclusive right to select the languages and set the proficiency standards for a translator. Employees who are on the list shall receive a two percent (2%) premium on the base wage. All who qualify under the Sheriff's minimum standards shall receive the premium.

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

ARTICLE 17
CORRECTIONS SERVICE AND
TRAINING ACHIEVEMENT PROGRAM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

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

1. Achievement Levels

<u>Level</u>	<u>Incentive Pay Above Wage Step</u>	<u>Requirements Outline</u>
I	4.00 %	<input type="checkbox"/> <u>To qualify</u> 1) Five (5) years of service with Multnomah County Division of Corrections in corrections field; and 2) Possession of a current Intermediate <i>DPSST</i> Certification.
II	7.00 %	<input type="checkbox"/> <u>To qualify:</u> 1) Seven (7) years of service with Multnomah County Division of Corrections in Corrections field; and 2) Possession of a current Advanced <i>DPSST</i> Certification

2. Explanation of Requirements

A. DPSST Corrections Certification

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

B. Length of Continuous Service Requirements.

Employees may apply to substitute prior service as a Corrections Officer acquired with any employer(s) for up to fifty percent (50%) of the length of service requirements for each level set forth in Section 1 above. Whether such service involved duties and demands generally comparable to service as a County Corrections Officer shall be determined by the County Employee Services Division upon request. Only such comparable service, as determined by the Employee Services Division, shall be applicable as substitute service, subject to the fifty percent (50%) ceiling set forth above.

3. Entry Into the Program When the employee has completed the requirements for initial entry into the program for initial movement from Level I to Level II, he or she shall be entitled to

1 appropriate compensation under this program beginning with the first full pay period after
2 successful completion of the relevant requirements.

3 4. Program Modifications In the event the DPSST certification requirements (in effect on
4 the effective date of this Agreement) are reduced, or if the DPSST Corrections Certification
5 Program is terminated, the County shall develop and implement substitute requirements at least
6 equal to those in effect on the effective date of this Agreement. From the date that DPSST
7 requirements are reduced or terminated until the date the County implements substitute
8 requirements, entry into a particular program level shall be prohibited if, in the County's
9 judgment, the employee who is seeking such entry would currently qualify only because of the
10 reduction or absence of DPSST requirements. Substitute requirements shall be effective only
11 after the Association has been given an opportunity to meet with the County to review and
12 discuss the requirements.

ARTICLE 18
DISCIPLINARY ACTION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

1. Discipline Employees may, in good faith for just cause, be subject to disciplinary action by oral or written reprimand, demotion, forfeiture of vacation leave, forfeiture of personal holiday(s), forfeiture of compensatory time, forfeiture of not more than one pay step reduction for a specific duration of time, suspension without pay, dismissal, or any combination of the above as outlined in the corrective action guidelines; provided, however, that such action shall take effect only after the County gives written notice of the action and just cause to the employee. During the period of probation, the employee may be disciplined or dismissed without just cause.

2. Just Cause Just cause shall include misconduct, inefficiency, incompetence, insubordination, or failing to fulfill responsibilities as an employee.

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

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

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

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

7. Personnel Records and Information

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

1 personnel file. The County shall comply with ORS 652.750 concerning the inspection of
2 records.

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

6 C. Except as provided below, an employee may request and have removed from
7 his or her personnel file any letter of written reprimand more than three (3) years old,
8 provided that the employee's personnel file does not contain a record of a more recent
9 disciplinary action. In the latter case, the employee will be entitled to removal of the older
10 reprimand only when he or she becomes entitled to removal of all disciplinary actions from
11 the personnel file.

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

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

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

24 8. I.A.U. Records and Files

25 No investigation shall be considered complete nor shall the IAU file be forwarded to
26 the Inspector for making of recommendations as to culpability unless the employee and
27 union have been given a complete copy of the IAU file and an opportunity to review it and
28 add any additional evidence the employee or union believes should be considered. The
29 union or employee shall notify the Internal Affairs Investigator's Office within the next two (2)
30 work days after receipt of the union's receipt of the complete file of the employee's intent or
31 that of the union to supply such additional evidence. If such notice is not received, the file
32 will be forwarded to the Inspector after expiration of the two (2) workday period. If such
33 notice is received, the employee and union shall have the next three (3) workdays [following
34 the two (2) workday period] to supply such information to the investigator. After the three (3)

1 workday period has expired, the file will be forwarded to the Inspector. For purposes of this
2 section, "work days" is defined in the same manner as in Article 20, section 1, step I of this
3 agreement.

ARTICLE 19
OFFICERS RIGHTS

1
2
3
4 All Employees in bargaining unit whom are the subjects of a complaint or investigation
5 shall be entitled to protection of the following rights:

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

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

22 3. The employee shall be informed by the Sheriff, or his designee(s), of the nature of the
23 investigation and whether the employee is a witness or suspect before any interview
24 commences. The name of the complainant, the citation of any known applicable work rules,
25 procedures, or orders which the employee is alleged to have violated, and other information
26 necessary to reasonably apprise the employee of the allegations of such complaint shall be
27 provided in writing to the employee, and his or her representative within a reasonable period of
28 time before the meeting. However, this provision shall not apply in bona fide emergencies. For
29 purposes of this subsection, an "emergency" is a circumstance in which any delay in obtaining
30 information from the employee is likely to cause further injury to persons or property.

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

34 5. Any interview shall take place at the institution where the employee is assigned or any

1 other mutually agreeable location. The interview shall be at a reasonable time for the
2 employee, during the employee's duty time unless exigencies of the investigation dictate
3 otherwise.

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

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

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

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

15 10. If the County violates the terms of this Article in the investigation of an employee's
16 conduct, and subsequently imposes a written reprimand, suspension without pay, a demotion,
17 or dismissal, then the arbitrator in the hearing of any resulting grievance shall take this violation
18 into account and give it such weight as he or she deems reasonable, given the severity of the
19 violation and the total circumstances of its occurrence.

ARTICLE 20
SETTLEMENT OF DISPUTES

1
2
3
4 1. Grievance Procedure Any grievance or dispute which may arise between the parties,
5 involving the application, meaning or interpretation of this Agreement, shall be settled in the
6 following manner except that probationary employees shall have no right to appeal discipline or
7 discharge under this grievance procedure:

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

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

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

30 Step III: Arbitration If the grievance has not been answered or resolved at Step II,
31 the Sheriff or the Association may, within ten (10) working days after the expiration of time limit
32 specified in Step II, request arbitration by written notice to the other party. After the grievance
33 has been submitted to arbitration, the Association and the Labor Relations Division acting for
34 the Sheriff, shall jointly request the State Mediation and Conciliation Service for a list of the

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

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

34 3. If the County or Association intends to file an unfair labor practice charge against the

1 other party, it shall give that party advance written notice of such intent and a reasonable
2 opportunity to meet to discuss the basis of such charge and possible resolution prior to filing the
3 charge, unless the delay needed for such a discussion would cause prejudice to the claim; in
4 the latter event, the notice and meeting is not excused, but may occur after the filing of the
5 charge.

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

ARTICLE 21
GENERAL PROVISIONS

1
2
3
4 1. No Discrimination

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

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

16 C. References All references to employees in this Agreement designate both
17 sexes, and wherever the male gender is used, it shall be construed to include male and female
18 employees.

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

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

31 3. Visits by Association Representatives The County agrees that accredited Association
32 representatives shall have reasonable access to the premises of the County at any time during
33 working hours to conduct Association business. Every reasonable effort will be made by the
34 Association representative to ensure that such visits cause no disruptions of work.

1 4. Changes in Work Rules or Conditions When any change in existing rules or conditions
2 not otherwise covered by this Agreement is instituted by management, it shall not be done for
3 arbitrary or capricious reasons.

4 Any unresolved complaint as to the reasonableness of a change in rules or conditions shall be
5 resolved through the grievance procedure.

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

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

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

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

29 Time exchanges may not be scheduled to occur more than sixty (60) days from the
30 approval of the request. If an officer has three (3) failed time exchanges in any calendar year,
31 the privilege of time exchanges shall be immediately suspended, and such suspension shall be
32 for a period of time to extend six (6) calendar months from the date of the last previously-
33 approved time exchange; provided that, previously-approved time exchanges shall not be
34 canceled. For purposes of this paragraph, a "failed time exchange" shall mean an approved

1 time exchange in which the officer failed to show up for work two (2) or more hours after the
2 scheduled beginning time of the shift.

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

9 9. Contract Work

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

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

23 B. The County agrees to employ Corrections Officers to supervise inmates under
24 the supervisory authority of the Sheriff as defined in MCC 15.001(B) while housed in local
25 correctional facilities as defined by ORS 169.005(3). For purposes of this subsection, the
26 classification of "Corrections Officer" shall mean individuals certified by the State of Oregon
27 Department of Public Safety Standards and Training under ORS 181.610(5) and ORS 181.652.
28 This section does not apply to facilities and programs under the supervisory authority of DCJ as
29 defined in MCC 17.002.

30 C. The County further agrees to meet with the Association at its request to explore
31 the alternative of work force reduction by attrition. The County also agrees that to the extent
32 practicable, transfers shall be made to open vacancies and re-employment of employees
33 affected by such action shall occur for as long as they are so qualified in accordance with
34 established layoff guidelines. The Association agrees to assist the County in minimizing the

1 impact on such affected employee(s).

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

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

8 12. Joint Committee on Payroll and Time Keeping System The Union agrees to appoint a
9 representative to serve on a standing county-wide Payroll/Time keeping System labor-
10 management committee which shall meet with the Finance Division's Payroll Supervisor and
11 other relevant managers to discuss in advance any major change in the payroll or timekeeping
12 system which would be applicable to members of the union's bargaining unit. A "major change"
13 includes but is not limited to such changes as those needed to implement new or structurally
14 modified benefits or wage categories managed through the payroll system, programming
15 changes, and changes in check stubs or deposit advice. The purposes of such committee shall
16 be to assist in identifying in advance potential technical problems that might interfere with the
17 efficient and effective introduction of the planned change, any adverse impacts such change
18 might have on employees and available means for ameliorating such impacts, and other
19 changes that might improve the payroll and time keeping systems.

ARTICLE 22

SAVINGS CLAUSE AND FUNDING

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

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

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

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

ARTICLE 23
ENTIRE AGREEMENT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19

The parties acknowledge that during the negotiations which resulted in the 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 the rules and regulations or Multnomah County Code 9.120(C). The County and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargaining collectively with respect to any subject 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 herein shall prevent the parties from voluntarily entering into written Memoranda of Agreement, Understanding, Interpretation, or Exception concerning matters of contract administration.

ARTICLE 24
TERMINATION

1
2
3
4
5
6
7
8

This Agreement shall be effective as of the execution date of this Agreement and shall remain in full force and effect through the 30th day of June 2017, subject only to the reopener exception set forth in Addendum A. Negotiations for a successor agreement shall commence no later than February 1, 2017. The contract shall remain in full force and effect during the period of negotiations and impasse resolution procedures, if any.

IN WITNESS WHEREOF, the parties hereto have set their hands this 21st day of July, 2011.

MULTNOMAH COUNTY CORRECTIONS DEPUTY ASSOCIATION:

By Shawn Skeels
Shawn Skeels

By Uwe Pemberton
Uwe Pemberton

By Brandon A. Pedro
Brandon Pedro

By Dean Large
Dean Large

By Jeff Magnuson
Jeff Magnuson

By Dave Brambora
Dave Brambora

BOARD OF COUNTY COMMISSIONERS, FOR MULTNOMAH COUNTY, OREGON

By Chair Jeff Cogen
Chair Jeff Cogen

By Commissioner Deborah Kafoury
Commissioner Deborah Kafoury

By Commissioner Loretta Smith
Commissioner Loretta Smith

By Commissioner Judy Shiprack
Commissioner Judy Shiprack

By Commissioner Diane McKeel
Commissioner Diane McKeel

By Sheriff Daniel Staton
Sheriff Daniel Staton

NEGOTIATED:

FOR THE UNION

By Hank Kaplan
Hank Kaplan
Attorney, Bennett, Hartman, Morris & Kaplan

By Douglas B. Hewitt
Douglas Hewitt
MCCDA Executive Vice President

FOR THE COUNTY

By Blaise M. Lamphier
Blaise M. Lamphier
Labor Relations Manager
Multnomah County, Oregon

REVIEWED:
Office of Multnomah County Attorney
Multnomah County, Oregon

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

ADDENDUM A

WAGES

Wages Effective July 1, 2010: Effective July 1, 2010, the straight-time base hourly wage rates and ranges of employees covered by this Agreement shall be increased by zero percent (0.0%). (Please see Addendum A-1).

Wages Effective July 1, 2011: Effective July 1, 2011, the straight-time base hourly wage ranges of employees covered by this Agreement shall be increased by an amount equal to the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (Portland CPI-W 2nd Half, December 2009 to December 2010), with a minimum increase of two percent (2.0%) and a maximum increase of five percent (5.0%). All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

Wages Effective July 1, 2012: Effective July 1, 2012, the straight-time base hourly wage ranges of employees covered by this Agreement shall be increased by an amount equal to the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (Portland CPI-W 2nd Half, December 2010 to December 2011), with a minimum increase of two percent (2.0%) and a maximum increase of five percent (5.0%). All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

Article 12 – Health and Welfare Reopener of 2013: Parties agree to reopen Article 12 Health and Welfare only no later than February 1, 2013, for an effective date of calendar (also referred to as plan) year 2014. All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

Wages Effective July 1, 2013: Effective July 1, 2013, the straight-time base hourly wage ranges of employees covered by this Agreement shall be increased by an amount equal to the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (Portland CPI-W 2nd Half, December 2011 to December 2012), with a minimum increase of two percent (2.0%) and a maximum increase of five percent (5.0%). All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

Wages Effective July 1, 2014: Effective July 1, 2014, the straight-time base hourly wage ranges of employees covered by this Agreement shall be increased by an amount equal to the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (Portland CPI-W 2nd Half, December 2012 to December 2013), with a minimum

1 increase of one percent (1.0%) and a maximum increase of four percent (4.0%). All other
2 Articles and terms of the Agreement shall continue without interruption for the term thereof.

3 Wages Effective July 1, 2015: Effective July 1, 2015, the straight-time base hourly wage
4 ranges of employees covered by this Agreement shall be increased by an amount equal to the
5 annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical
6 Workers (Portland CPI-W 2nd Half, December 2013 to December 2014), with a minimum
7 increase of one percent (1.0%) and a maximum increase of four percent (4.0%). All other
8 Articles and terms of the Agreement shall continue without interruption for the term thereof.

9 Wages Effective July 1, 2016: Effective July 1, 2016, the straight-time base hourly wage
10 ranges of employees covered by this Agreement shall be increased by an amount equal to the
11 annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical
12 Workers (Portland CPI-W 2nd Half, December 2014 to December 2015), with a minimum
13 increase of one percent (1.0%) and a maximum increase of four percent (4.0%). All other
14 Articles and terms of the Agreement shall continue without interruption for the term thereof.

ADDENDUM A-1

Salary Table

0.0% Pay Increase 2010-2011

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Corrections Officer	23.71	25.04	26.36	27.73	29.15	30.49
Corrections Sergeant	31.50	32.70	33.93	35.19	36.43	37.76

ADDENDUM C
MULTNOMAH COUNTY, OREGON
OFFICIAL SENIORITY LIST FOR BARGAINING UNIT MEMBERS
AS OF 7/21/2011

SERGEANTS

<u>Seniority Order</u>	<u>Name</u>	<u>Class Seniority</u>	<u>Countywide Seniority</u>
1	Jordan, Robert B	11/02/87	03/19/84
2	Keith, David P	04/05/88	10/31/83
3	Hawkins, Linda L	07/01/88	03/14/83
4	Bjork, Darcy T	07/01/88	01/30/84
5	French, Jerry A	10/10/88	12/01/80
6	Melligh, John J	01/02/91	04/14/86
7	Carrithers, Daniel L	04/08/91	05/12/86
8	Sakamoto, Elliot K	12/21/95	03/14/83
9	Camp, Robert W	12/21/95	05/27/86
10	Kendall, Merton R	12/21/95	07/31/89
11	Hasson, Charlotte M	12/21/95	08/14/89
12	Breiten, Tina L	12/21/95	10/09/89
13	Peters, Anne M	12/08/97	08/24/87
14	Anderchuk, Phillip W	12/08/97	08/14/89
15	Haase, Jon M	04/14/98	08/19/91
16	Luna III, Jesse R	05/07/98	08/19/85
17	Skeels, Shawn M	05/07/98	11/27/89
18	Parker, Kathryn A	07/13/98	07/21/82
19	Bryant, Dennis E	07/13/98	11/30/87
20	Feller, Katherine E	07/13/98	10/17/88
21	Moaning, Anna L	07/13/98	10/01/83
22	Martinez, Kathleen	04/12/99	08/23/93
23	Prigge, Paul H	08/23/99	08/19/85
24	Johnson, William S	08/23/99	10/17/88
25	Yon, Scott R	10/11/99	08/23/93
26	Jacobs, Thomas E	08/07/00	02/27/95
27	Robinson, Robert G	08/07/00	01/29/96
28	Shaut, Douglas H	11/06/00	06/05/89
29	Bogdanovich, Roberta J	08/16/01	10/12/87
30	Scott, Andre L	08/16/01	01/28/91
31	Mathews, Jonathan	08/16/01	04/10/87
32	Ra'oof, Muhammad A	11/29/04	12/09/91
33	Hilliker, Ty D	11/29/04	10/24/94
34	McDade-Hood, Molly C	11/29/04	07/10/95
35	Gorton, Catherine M	07/08/05	11/17/97
36	Phelps, Michael A	09/22/08	11/27/95
37	Miller, Robert S	09/22/08	03/23/98
38	Morrison, Kurtiss W	09/22/08	10/25/99

39 Taylor, Barrett N 09/22/08 06/14/01

CORRECTIONS DEPUTIES
AS OF 7/21/2011

<u>Seniority Order</u>	<u>Name</u>	<u>Class Seniority</u>	<u>Countywide Seniority</u>
1	Long, Stephen D	04/03/79	06/25/79
2	Jackson, Wendall B	04/26/82	04/26/82
3	Eastvedt, Steven R	04/26/82	04/26/82
4	Cross, Todd E	07/14/82	03/09/83
5	McNabb, Robert L	07/28/83	07/28/83
6	Marshall, Jobie L	02/06/84	02/06/84
7	Bryant, Donald A	08/13/84	08/13/84
8	Carson, Philip J	10/12/84	10/12/84
9	Faulkner, Robert A	11/20/84	11/20/84
10	Buckmier, James G	03/13/85	03/13/85
11	Ezell, John B	05/06/85	05/06/85
12	Dutson, Preston C	05/20/85	05/20/85
13	Deluca, Michael	06/03/85	06/03/85
14	Schmelling, Jerald C	07/08/85	07/08/85
15	Gamble, Gary M	08/19/85	08/19/85
16	Lawrence, Philip L	01/06/86	03/06/84
17	Harris, Dirk E	01/06/86	01/06/86
18	Hayes, Dorthy L	01/13/86	01/06/86
19	Watson, Sidney E	03/31/86	03/31/86
20	Bowdle, Janet E	04/29/86	01/17/83
21	Blosser-Jenkins, Kim R	05/27/86	05/27/86
22	Richardson, Michael G	07/07/86	07/07/86
23	Bagley, Clyde	08/11/86	08/11/86
24	Sawyer, James A	11/17/86	11/17/86
25	Hewitt, Douglas B	12/15/86	12/15/86
26	Bales, Gerald	01/13/87	08/27/84
27	Huffstutter, Sharon V	01/19/87	12/15/86
28	Carleton, Richard M	04/13/87	04/13/87
29	Czmowski, Joy R	04/13/87	04/13/87
30	Gelvick, Roger W	04/15/87	12/15/86
31	Morgan, Charles W	05/18/87	05/18/87
32	Freiermuth, Kirk N	06/15/87	03/18/85
33	Roberts, Kent M	06/15/87	06/15/87
34	Martin, Clifford D	06/15/87	06/15/87
35	Jackson, Crayton	06/25/87	06/25/87
36	Pemberton, Uwe J	07/13/87	07/13/87
37	Harper, Donald P	07/13/87	07/13/87
38	Foster, Timothy J	09/14/87	09/14/87
39	Mcllvain, Gilson R	09/14/87	09/14/87

40	Kovachevich, David F	09/14/87	09/14/87
41	Jensen, Charles R	10/12/87	10/12/87
42	Wallace, Rick W	02/01/88	02/01/88
43	Ness, Troy C	05/02/88	05/02/88
44	Kelley, Shawn M	05/02/88	05/02/88
45	Hilts, Daniel W	05/10/88	05/10/88
46	Stoffer, Darryl E	06/06/88	03/07/88
47	Christopher, Kent	07/11/88	07/11/88
48	Ylonen, Gabriela	08/22/88	08/22/88
49	Smith, Jeffrey D	08/22/88	08/22/88
50	Giggers, Bruce K	08/24/88	08/24/88
51	Ingle, Timothy M	09/19/88	09/19/88
52	Pitassi, Mark E	11/04/88	11/04/88
53	Ruffner, Cheryl L	11/28/88	11/28/88
54	Spencer, Kenneth	12/21/88	06/10/87
55	Beeson, Howard D	05/15/89	05/15/89
56	McMahon, Jeffrey S	05/15/89	05/15/89
57	Lombardi, Charles B	05/15/89	05/15/89
58	Irvan, Leo G	05/15/89	05/15/89
59	Colon, Ana M	07/31/89	07/31/89
60	Anderson, Robin T	11/27/89	11/27/89
61	Fowler, Anthony R	11/27/89	11/27/89
62	Hoffert, James M	12/18/89	12/18/89
63	Bradford, Jerrold A	12/18/89	12/18/89
64	Shields, David G	01/29/90	01/29/90
65	King, Daniel C	01/29/90	01/29/90
66	Gardner, Craig A	01/29/90	01/29/90
67	Dewolfe, Richard J	01/29/90	01/29/90
68	DeJongh, Steven A	02/26/90	02/26/90
69	Kernan, Kevin J	04/24/90	04/24/90
70	Jensen, Keffer D	07/02/90	07/02/90
71	Dilger, Matthew	07/02/90	07/02/90
72	Dunlap, Jack W	07/02/90	07/02/90
73	Willis, Dorene L	08/06/90	08/06/90
74	Harkins, Blaise	10/15/90	10/15/90
75	Stanchfield, Jerome M	11/20/90	11/20/90
76	Fellner, Eva M	12/17/90	12/17/90
77	Wheeler, Rachael L	12/17/90	12/17/90
78	Flowers, David D	12/17/90	12/17/90
79	Conway, Jon	01/28/91	01/28/91
80	Martin, Bric H	02/19/91	02/19/91
81	Delagarza, Guadalupe L	02/19/91	02/19/91
82	Mansoff, Gregory D	02/19/91	02/19/91
83	Jarmer, Nicholas T	04/29/91	04/29/91
84	Anderson, Douglas N	04/29/91	04/29/91
85	Watson, Anthony L	04/29/91	04/29/91
86	King, William E	05/28/91	05/28/91
87	Packham, Terence	05/28/91	05/28/91
88	Wallace, Kelly L	05/28/91	05/28/91

89	Spencer, Kris E	06/17/91	06/17/91
90	Miller, Eddie J	06/17/91	06/17/91
91	Skipper, Scott A	06/17/91	06/17/91
92	Barton, Heather L	07/22/91	07/22/91
93	Gilliam, Steven R	07/22/91	07/22/91
94	Hawkins, Leonard R	07/22/91	07/22/91
95	Shafer, Rodnay L	08/19/91	08/19/91
96	Bailey, Donald W	12/09/91	10/02/89
97	Canifax, Karen M	12/09/91	02/05/90
98	Iverson, David D	12/09/91	12/09/91
99	Anderson, Richard D	01/27/92	07/13/87
100	Warnock, Robert W	01/27/92	01/27/92
101	Gaines, Norma M	01/27/92	01/27/92
102	Miller, Ruth R	06/01/92	06/01/92
103	Lightner Sr, Roderick	11/27/92	11/27/92
104	Holbrook, Robert D	04/12/93	11/12/85
105	Reigle, Tamara	04/12/93	11/03/87
106	Silver, Jerome S	08/23/93	08/23/93
107	Croft, Sean L	08/23/93	08/23/93
108	Mitchell, Matthew W	08/23/93	08/23/93
109	Nystrom, Jeff D	11/01/93	10/21/91
110	Andrews, Linda S	11/01/93	11/01/93
111	Afzal, Shahram	01/10/94	01/10/94
112	Ward, Robert V	01/10/94	01/10/94
113	Farrington, Lewis J	02/14/94	02/14/94
114	Bunnell, Mark A	04/11/94	04/11/94
115	Lundquist, Matthew C	04/11/94	04/11/94
116	Hammack, Brian J	05/09/94	05/09/94
117	Hon, Chris R	07/11/94	07/01/91
118	Howard, James A	08/29/94	08/29/94
119	Gallagher, Sherryl M	08/29/94	08/29/94
120	Anderson, Brian D	11/28/94	11/28/94
121	Nelson, Dustin A	12/19/94	12/19/94
122	Rosa, Gretchen L	02/27/95	11/16/91
123	Brauckmiller, James P	02/27/95	01/03/95
124	Bell, Gary C	02/27/95	02/27/95
125	Harrison, Heather A	02/27/95	02/27/95
126	McCallum, Jana L	02/27/95	02/27/95
127	Jones, Timothy R	02/27/95	02/27/95
128	Stoutt, Timothy J	03/27/95	03/27/95
129	Zebede, Luis A	04/24/95	04/24/95
130	Nelson, Heidi M	04/24/95	04/24/95
131	Grevstad, Eric W	04/24/95	04/24/95
132	Bryant, Tony A	07/10/95	07/10/95
133	Lecarno Jr, John G	07/10/95	07/10/95
134	Bull, Diana L	08/28/95	08/28/95
135	Tillinghast, John F	09/18/95	02/07/95
136	Hess, Joan	10/09/95	10/09/95
137	Simpson, Larry D	10/30/95	05/24/94

ADDENDUM C, SENIORITY LIST FOR BARGAINING UNIT MEMBERS

138	Scheitlin, Edward E	10/30/95	10/30/95
139	Patton, Duane E	11/27/95	11/27/95
140	Bledsoe, Bruce S	01/29/96	01/29/96
141	Roberts, Matthew D	01/29/96	01/29/96
142	Neely, Sean P	03/04/96	06/07/94
143	Fornos, Luis	03/04/96	09/11/95
144	Fuller, Scott L	03/04/96	03/04/96
145	Napierkowski, Brent S	03/04/96	03/04/96
146	Hart, Leon M	04/29/96	03/01/93
147	Richey, Dwight D	04/29/96	12/20/94
148	Lemons, Blake P	04/29/96	04/29/96
149	Norton, Charles D	04/29/96	04/29/96
150	Gaidos, Chad M	06/24/96	08/20/93
151	Gramlich, Wayne A	06/24/96	02/28/95
152	Ybarra, Oscar	06/24/96	06/24/96
153	Brambora, David A	07/15/96	09/26/88
154	Williams, Geoffrey E	07/15/96	07/15/96
155	Pedersen, Dennis J	08/26/96	07/09/90
156	Williams, Dennis R	08/26/96	07/28/94
157	Daum, Daniel R	08/26/96	08/26/96
158	Hampton, Brett A	09/16/96	09/16/96
159	Williams II, Geoffrey E	09/16/96	09/16/96
160	Pomazi, Barbara A	09/30/96	09/30/96
161	Morrisey O'Donnell, Nicole E	09/30/96	09/30/96
162	Caton, Deborah	10/28/96	01/26/88
163	Edmonson, Larry L	10/28/96	10/28/96
164	Minato, David P	01/06/97	01/06/97
165	Fuller, Kevin W	08/04/97	08/04/97
166	Stevens, Marcine R	08/25/97	08/25/97
167	Wroten, Michael V	08/25/97	08/25/97
168	Foss, Lynn A	09/15/97	04/25/94
169	Lewis, Laverne	09/15/97	09/15/97
170	Sferle, Ovidiu	10/06/97	06/25/96
171	Strohmeyer, Timothy D	10/06/97	10/06/97
172	Smith Jr, Don D	10/06/97	10/06/97
173	Ghitea, Robert P	10/06/97	10/06/97
174	Kammerer, Kelly P	10/27/97	10/27/97
175	Taylor, Todd H	11/17/97	07/12/94
176	Connelly, Richard F	11/17/97	11/17/97
177	Harrison, Wanda L	11/17/97	11/17/97
178	Forrest, Raun P	11/17/97	11/17/97
179	Romey, Martin G	11/17/97	11/17/97
180	Stoutt, Jacqueline M	11/17/97	11/17/97
181	Streight, Stefan A	11/17/97	11/17/97
182	Simpson Jr, Paul E	12/08/97	10/10/95
183	Hudson, Christopher M	12/08/97	04/14/97
184	Bascuti, Mihai	12/08/97	12/08/97
185	Kessinger, James T	12/08/97	12/08/97
186	Wenzel, Larry D	01/05/98	12/18/95

ADDENDUM C, SENIORITY LIST FOR BARGAINING UNIT MEMBERS

187	LeBlanc, David W	01/05/98	01/05/98
188	Escarcega Leblanc, Monya	01/05/98	01/05/98
189	Keating, Jennifer A	01/05/98	01/05/98
190	Johnson, Randall J	01/13/98	01/13/98
191	Hartshorn, Steven R	01/26/98	01/26/98
192	Towers-Picton, Tamara S	01/26/98	01/26/98
193	Wallace, Roger P	01/26/98	01/26/98
194	Labuhn, Andrew F	01/26/98	01/26/98
195	Feist, David J	02/09/98	02/09/98
196	Chun, Jeffrey K	02/23/98	02/23/98
197	Fung, Michael C	02/23/98	02/23/98
198	Matic, Anthony M	03/09/98	11/09/94
199	Wiesner, Mark L	03/09/98	03/09/98
200	Huisman, Steven D	03/09/98	03/09/98
201	Vetter, Jason E	03/09/98	03/09/98
202	Rose, Mark B	03/09/98	03/09/98
203	Glasser, Gordon G	03/09/98	03/09/98
204	Moore, Kristin M	03/23/98	03/23/98
205	Plock, John E	03/23/98	03/23/98
206	Levi Sieveke, Tamara L	03/23/98	03/23/98
207	Sweider, Chad D	03/23/98	03/23/98
208	Maxwell, William M	03/23/98	03/23/98
209	Flanagan, Brian M	03/23/98	03/23/98
210	Day, Richard J	03/23/98	03/23/98
211	Sullivan, Joseph D	04/20/98	08/04/97
212	Smith, Anthony E	04/20/98	04/20/98
213	Degnath, Darin F	04/20/98	04/20/98
214	Logue, Eric T	05/04/98	05/04/98
215	Gleason, Lisett K	05/04/98	05/04/98
216	Hubert III, Phillip A	05/04/98	05/04/98
217	Haney, Robert J	05/04/98	05/04/98
218	Viuhkola, Erron J	05/04/98	05/04/98
219	Caston, Bobby J	05/04/98	05/04/98
220	Milashouskas, Timothy J	05/18/98	05/18/98
221	Holland, Miriam M	05/18/98	05/18/98
222	Pol, Noel S	05/18/98	05/18/98
223	Frazier, Mark D	05/18/98	05/18/98
224	Branch, Brian M	06/01/98	06/01/98
225	Cockerham, John J.	06/01/98	06/01/98
226	Wilson, Travis J	06/01/98	06/01/98
227	Hochderffer, Daryl C	06/01/98	06/01/98
228	Bunker, Timothy L	06/01/98	06/01/98
229	Gillas, Cory M	06/01/98	06/01/98
230	Byron, Todd M	06/15/98	04/08/96
231	Lake, James B	06/15/98	06/15/98
232	Harrington, James F	06/15/98	06/15/98
233	Barker, Tim	06/15/98	06/15/98
234	Seleen, Gregory M	06/29/98	05/26/89
235	Cha, Tong	06/29/98	06/29/98

236	Hawkins, Brian J	07/13/98	07/13/98
237	Marcarelli, Steven A	07/27/98	12/02/96
238	Lenzi, John A	07/27/98	03/03/98
239	Taylor, William A	07/27/98	07/27/98
240	Watts, Kerri L	07/27/98	07/27/98
241	Regehr, Melissa B	08/24/98	08/24/98
242	McGraw, Doug W	08/24/98	08/24/98
243	Thompson, David B	09/14/98	09/14/98
244	Brown, Daniel C	09/28/98	09/28/98
245	Aljets, Scott J	10/26/98	10/26/98
246	Hall, John W	10/26/98	10/26/98
247	Nicholson, Steven C	10/26/98	10/26/98
248	Kame, James R	11/16/98	12/02/96
249	Pomazi, John W	11/30/98	11/30/98
250	Williams, Michael A	11/30/98	11/30/98
251	Record, Daniel J	12/14/98	12/14/98
252	Caston, Deborah L	01/11/99	01/11/99
253	Waggoner, Timothy L	01/11/99	01/11/99
254	Peake, Edward R	01/25/99	01/25/99
255	Cox, Wynton W	01/25/99	01/25/99
256	Hathaway III, Richard A	02/22/99	02/22/99
257	Hoffman, Judith E	03/08/99	03/08/99
258	Seals, Shawn J	03/08/99	03/08/99
259	Hicks, Gary I	03/08/99	03/08/99
260	Fernandes, Eric S	03/22/99	03/22/99
261	Griffith, Robert E	03/22/99	03/22/99
262	Wacker, Joseph M	03/22/99	03/22/99
263	Young Jr, Jan M	03/22/99	03/22/99
264	Balmaceda, Heidi M	03/30/99	03/30/99
265	Mullens, Brad L	04/12/99	04/12/99
266	Robinson, Tim E	04/19/99	04/19/99
267	Alfano, Jon M	04/19/99	04/19/99
268	Teed, Michael A	05/03/99	08/19/91
269	Bechtold, Nathan G	05/03/99	05/03/99
270	Fisher, Keith J	05/03/99	05/03/99
271	Paden, Michael E	05/17/99	05/17/99
272	Quist, Dennis O	05/17/99	05/17/99
273	Fallon, Lorene Ann	05/17/99	05/17/99
274	Cole, Christopher A	07/12/99	07/12/99
275	Patchett, David W	07/26/99	07/26/99
276	Pate, Daniel A	07/26/99	07/26/99
277	Anspach, Kraig S	07/26/99	07/26/99
278	Vanhouste, John M	07/26/99	07/26/99
279	Bull, Curt B	07/26/99	07/26/99
280	Eason, Brian E	08/09/99	08/09/99
281	Simpson, Lydia R	08/09/99	08/09/99
282	Hollenbeck, Thomas A	08/23/99	08/23/99
283	Ingram, Matthew P	09/13/99	12/08/97
284	Carella, Philip D	09/13/99	09/13/99

ADDENDUM C, SENIORITY LIST FOR BARGAINING UNIT MEMBERS

285	Magnuson, Jeffrey A	09/13/99	09/13/99
286	Diamond, Denise R	09/27/99	09/27/99
287	Billesbach, Steven P	09/27/99	09/27/99
288	Meyer, Steven	09/27/99	09/27/99
289	Jepson, Joshua J	09/27/99	09/27/99
290	Large, Dean D	10/11/99	10/11/99
291	Hardy, Devin D	10/11/99	10/11/99
292	Lewis, Gregory R	10/11/99	10/11/99
293	Glaze, Gary D	10/25/99	10/25/99
294	Johnson, Jackie L	10/25/99	10/25/99
295	Adams, Annette R	11/15/99	04/01/86
296	Veley, Michael W	11/15/99	11/15/99
297	Sevilla, Raymond J	11/15/99	11/15/99
298	Harrell, Timothy B	01/24/00	01/24/00
299	McElhaney Jr, Martin R	01/24/00	01/24/00
300	Chinn, Israel	02/28/00	02/28/00
301	Powers, James P	04/24/00	04/24/00
302	Kolberg, Kari R	05/22/00	10/28/96
303	Banta, Amie C	05/22/00	03/06/00
304	White, Brandon S	06/05/00	06/05/00
305	McClure, Jason T	06/19/00	07/13/98
306	Pomeroy, Josh P.	06/19/00	06/19/00
307	Harris (Cole), Steve C.	06/19/00	06/19/00
308	Russell, Brett S.	06/19/00	06/19/00
309	King, Bret Michael	08/07/00	08/07/00
310	Schneider, Andrew A	09/18/00	09/18/00
311	Monahan, Chistopher G.	11/27/00	11/27/00
312	McEuen, Danniell P	02/11/01	07/16/93
313	Perkins, Erich	06/14/01	06/14/01
314	Blackburn, Stephen W	07/19/01	03/09/98
315	McDuffee, Jeffrey W	09/09/01	07/28/97
316	Wood, Michael A.	01/20/02	01/20/02
317	Lowe, Jason A.	02/13/02	02/13/02
318	Hong, William S.	04/08/02	04/08/02
319	Metcalf, Dawna	04/19/02	04/19/02
320	Farrell, Philip B	01/22/03	01/22/03
321	McWatters, Harland D	03/04/03	03/04/03
322	Muth, Wendy D	11/07/03	11/07/03
323	Parks, Brian F	11/29/04	11/29/04
324	MacDonald, Ross A	04/25/05	12/14/98
325	Hoffman, Scott F	04/25/05	04/25/05
326	Phillips, Joseph F	05/16/05	07/27/98
327	Haner, Jeffrey C	05/16/05	10/02/02
328	Turney, Timothy A	05/16/05	05/16/05
329	Sanders, Curtis	09/19/05	09/19/05
330	Brasenco, Charles	10/31/05	04/02/01
331	Berray, Matthew	10/31/05	10/18/04
332	Metscher, Randall	11/14/05	11/14/05
333	McCallum, Sarah	11/28/05	11/28/05

334	Babcock, Collin	12/12/05	12/12/05
335	Thomas, Laverne	03/06/06	03/06/06
336	Taut, Nelu	08/14/06	03/05/01
337	Pedro, Brandon	08/14/06	08/14/06
338	Jackson, Diana	09/25/06	08/23/99
339	McCafferty, Angela	09/25/06	04/26/06
340	Dukes, Richard	09/25/06	09/25/06
341	Crumpton, Robert	07/16/07	06/04/07
342	Reardon, Stephen	07/16/07	07/16/07
343	Mullens, John	07/16/07	07/16/07
344	Schroeder, Tom	08/06/07	08/06/07
345	Davidson, Douglas	03/03/08	03/03/08
346	Newsome IV, Frank	03/24/08	03/24/08
347	Brosseau, Christopher	03/24/08	03/24/08
348	Nguyen, Phillip	05/19/08	05/19/08
349	De Armond, Mindy	05/19/08	05/19/08
350	King Jr, Robert	06/16/08	07/09/07
351	Miller, Ronald	06/16/08	06/16/08
352	Bandstra, Andrew	06/16/08	06/16/08
353	Ross, LaRae	06/16/08	06/16/08
354	Carter, Nicholas	06/16/08	06/16/08
355	Blair, Alice	07/07/08	07/07/08
356	Garrick, Ryan	07/27/08	07/27/08
357	Bryant, Jordan	04/13/09	04/13/09
358	Mullins, Sterling	04/13/09	04/13/09
359	Allen, Michael D	05/11/09	05/11/09
360	Olszewski, Jonelle M	05/11/09	05/11/09
361	Epifano, Brian W	05/18/09	05/18/09
362	Valenti, Jennifer A	07/07/09	07/07/09
363	Roldan, Juan M	07/07/09	07/07/09
364	Villagomez, Wesley I	11/30/09	11/30/09
365	Azevedo, Joshua D	01/24/11	06/10/10
366	Fitch, Ryan J	01/24/11	01/24/11
367	Mickelsen, Kristopher H	03/14/11	07/26/99
368	Ekblad, Ashley A	03/14/11	08/06/07
369	Lisichenko, Dmitriy Y	03/14/11	09/17/07
370	Perini, Kailey A	03/14/11	09/29/08
371	Zachariasen, Jacob J	03/14/11	04/30/10

ADDENDUM G

DUTY STATUS FOR HEARINGS/COURT SUBPOENAS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

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

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

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

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

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

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

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

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

ADDENDUM H
TRANSIT SUBSIDIES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

1. Bus Pass

A. Statement of Purpose

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

B. Scope of Subsidy

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

C. Procedural Requirements

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

MEMORANDUM OF UNDERSTANDING:
VACATION SCHEDULING FOR MCCDA MEMBERS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34

1. The purpose of this Memorandum of Understanding (MOU) is to set forth the agreement between Multnomah County Sheriff's Office (MSCO) and the Multnomah County Corrections Deputy Association (MCCDA) regarding rights and procedures for vacation scheduling under the Collective Bargaining Agreement. The remedy for alleged violations of this MOU shall be through the settlement of disputes procedures of the County-MCCDA Collective Bargaining Agreement.
 2. The number of scheduled vacation times for MCCDA members shall be determined as follows:
 - a. For purposes of this MOU, "line employees" are all bargaining unit members except those in special assignments. For the calendar year beginning January 1st, 2002, the County shall permit employees to sign up for their combined projected annual accrual of vacation and allotment of personal holidays during the ensuing calendar year. Off-line staff will sign up separately from on-line staff, and Corrections Sergeants will sign up separately from Corrections Officers. Among on-line staff employees within each affected classification, the county shall make available a gross total of vacation slots based on the following formula: The total number of vacation slots available to all line staff in each classification over the course of the calendar year will be not less than $(n1 + n2)$ where $n1$ and $n2$ represent the following:
 - $n1$ = the number of vacation days that line staff employees in the affected classification, as determined following the annual shift and facility sign-up, will accrue during the next calendar year beginning January 1st.
 - $n2$ = the number of personal holidays that all on-line employees in the affected classification will accrue during the next calendar year. Typically, this will simply be 11 times the number of line staff employees.
- The total derived by this formula shall be divided by 365, and then rounded upward to the next whole integer, or increased by one-half day (whichever is larger) to determine the "daily average total" number of vacation slots made available to the line staff for

1 vacation sign up. Any redistribution of vacation slots which
2 deviates from such daily average total must be based on
3 operational reasons and shall not reduce the yearly total slots
4 available for either classification. Moreover, the County may
5 unilaterally make extra slots available to any shift or classification
6 without further bargaining.

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

13 c. If an employee is reassigned on a regular basis to a different sign-up unit, his or
14 her approved vacation sign-up shall not be affected. Reassignments shall not
15 affect the total yearly vacation slots available.

16 d. The County will confer with the executive board of the Association concerning the
17 planned number and distribution of vacation times before conducting the annual
18 vacation sign up. The County may adjust the number of vacation times each
19 calendar quarter based upon changes in the number of staff and accruals
20 described in a. and b. above. Before making such adjustments, the County will
21 confer with the MCCDA Board.

22
23 For the Association:

For the County:

24
25
26 _____
27 Darcy Bjork, President

_____ Dan Noelle, Sheriff

-A-	IAU Records.....	62-63
Achievement Pay	59	
Affirmative Action	69	
Alternative Work Schedules.....	47	
Arbitration.....	66	
Association		
Business Leave	17	
Membership.....	69	
Representatives	69	
Security	5	
-B-		
Bereavement Leave.....	19	
Break days	49	
Bulletin Boards.....	49, 69	
Bus Pass.....	91	
-C-		
Call-In Time.....	53	
Canine Pay	58	
Catastrophic Leave.....	9	
CERT Team Pay.....	55	
Change in Existing Rules or Conditions...	70	
Check Off	6	
Commercial Driver's License	35	
Comp Time	9, 15, 47- 48, 61	
Continuous Operations	51	
Contract Out.....	71-72	
Corrections Service and Training		
Achievement Program.....	59	
Achievement Levels	59	
Entry to Program	59	
Program Modifications.....	60	
Requirements	59	
Court Cars.....	55	
Court Subpoenas or Writs.....	51	
Court Time	54	
-D-		
Defense and Indemnification	36	
Definitions	2	
Dependent Care Assistance Plan	29	
Disciplinary Action....	7, 14, 35-36, 48, 61-63	
Internal Investigatory Procedures	62-63	
Just Cause	61	
Personnel Records	61-62	
Reinstatement.....	61	
Reprimands.....	61	
Right to Appeal	61	
Discrimination	69	
Domestic Partner.....	12, 19, 24-26	
DPSST.....	59-60	
Drug and Alcohol Testing	33-36	
Drug and Alcohol Treatment.....	35	
Duty Status for Court Hearings/Court Subpoenas	90	
-E-		
Educational Leave	18	
Eligibility.....	13, 25-26, 30-33, 36-37	
Emergencies....	11, 29, 33, 47, 49, 54-55, 64	
Employee Relations Committee	69, 71	
Entire Agreement.....	74	
-F-		
Fair Labor Standards Act.....	47, 51	
Fitness for Duty	33	
Flex Time	47	
FMLA	12, 28-29, 36-37	
Full-Time Employee.....	21-24	
Funding.....	73	
-G-		
General Provisions	69-72	
Grievance Procedure....	4, 41, 61, 65-68, 70	
-H-		
Health and Welfare		
Administrative Search	33-34	
COBRA	26, 28	
Default Enrollment	23-24	
Defense and Indemnification	36	
Dental.....	21-24, 27-31, 38	
Eligible Dependents	24-26	
Emergency Treatment	29	

Employee Contribution	21-23	Kaiser	21-23, 30
Fitness for Duty	33	-L-	
Flexible Spending Accounts	29	Layoff	2, 4, 42-45, 71
Leave of Absence.....	28	Leave of Absence	9, 11, 17-20, 28-29, 42
Life Insurance.....	32	Leaves	
Long Term Care	29-30	Holiday	See Holiday
Long-Term Disability Insurance.....	32	Other	See Other Leaves
Major Medical	21-23	Sick	See Sick Leave
Medical	12, 21-33, 36, 42	Vacation	See Vacation
Opt Out.....	23	Life Insurance	32
Plan Design Changes.....	22	Lockout, No	7
Premiums	21-23	Longevity Pay	52-53, 57
Prescription	21-23, 26-30	Long-Term Disability Insurance	32
Retiree Medical Insurance.....	27, 30-32	-M-	
Right to Communicable Disease		Management's Rights.....	4
Information	32-33	Mandatory Overtime	47, 53
Short-Term Disability Insurance	32	Meal Period	51
Successor Plans.....	23	Medical	See Health and Welfare
Termination of Coverage.....	26-29	Medical Expense Reimbursement Plan....	29
Vision.....	21-23, 26-30	Membership	
Waiver	23	Dues.....	6
Holidays		Listing.....	6
Pay	8	Mileage Pay.....	54
Scheduling.....	8-9	Military Leave	18
Taking.....	8	-O-	
Unused	9	ODS.....	21-23
Hours of Work	47-51	Officers Rights	64-65
7.k Provision.....	51	OFLA	12, 28-29, 36-37
Continuous Operations.....	51	OPSRP	55-56
Court Subpoenas or Writs	51	Opt Out	23-24
Meal Periods	51	Oregon Public Service Retirement Plan See	OPSRP
Security Briefings	51	Other Leaves	17-20
Time Off Between Shifts.....	49	Association Business	17-18
Voluntary Shift Changes.....	50	Bereavement Leave.....	19
Waiver of 10 Days Notice.....	50	Educational Leave	18
Work Day.....	47-48	Immediate Family.....	19-20
Work Schedules	49-50	Jury Duty.....	17
Work Week.....	48-49	Leaves of Absence	17
-I-		Military Leave	18-19
IAU	62-63	Time Exchange Repayments	19
Insurance	See Health and Welfare	Tuition Reimbursement.....	18
-J-		Voting Time	17
Joint Committee on Payroll and Time		Outside Employment	72
Keeping System	72	Overtime	51, 53-54, 57-58, 90
Jury Duty.....	17		
-K-			

-P-

Parental Leave 15
 Pay Periods 53
 Pension 55-56
 Permanent Employee 2
 PERS 39-40, 55-56
 Preamble 1
 Premium Pay 57-58
 Prescription See Health and Welfare
 Probationary Employee 2, 61
 Public Employees Retirement System... See PERS

-R-

Recognition 3
 Regular Pay 57
 Reporting Time 53
 Retirees 27, 30-32

-S-

Savings Clause 73
 Security Briefing 51
 Seniority 42-46
 Application 43
 Bumping 43-44
 Computation 42
 Definition 42
 Layoff 42-46
 List 80
 Shifts and Days Off 45
 Work Assignment 46
 Settlement of Disputes 66-68
 Arbitration 66-67
 Constructive Notice 68
 Grievance Procedure 66-67
 Investigation 67-68
 Shift Differential 54, 55, 57-58
 Shifts
 C 2
 E 2
 G 2
 Relief 2
 Short Term Disability insurance 32
 Sick Leave 12-16
 Abuse 13-14
 Accrual 12

Application to Final Salary 15
 Conversion 14
 Immediate Family 12
 Parental 15
 Records 15
 Reporting 13
 Saved Holiday Bonus 15-16
 Verification 13
 Signature Page 76
 Special Assignments 46, 50, 92
 Strike, No 7
 Subcontract 71-72
 Supervisor 2
 Supremacy of Contract 72

-T-

Temporary Employee 2, 3, 44, 53
 Termination of Contract 75
 Time Exchanges 19, 70-71
 Trainer Pay 55
 Transit Subsidies 91
 Translator Pay 58
 Tuition Reimbursement 18

-U-

UNET 58
 Uniforms and Protective Clothing 70
 Union Dues 6

-V-

Vacation 10-11
 Accrual 10
 Change of Scheduled Vacation 11
 Memorandum of Understanding 92-93
 Scheduling 92-93
 Termination or Death 11
 Times 10
 Vision See Health and Welfare
 Voting Time 17

-W-

Wages and Classifications 52-58
 Average Overtime Rate 57-58
 Call-In Time 53
 Canine Pay 58
 CERT Team Pay 55
 Court Cars 55

Court Time.....	54	Shift Differential.....	54-55
Distribution	54	Trainer Pay	55
Emergencies	55	Translator Pay.....	58
Longevity Pay.....	52-53	UNET Qualification Pay	58
Mileage Pay.....	54	Wage Table.....	79
Overtime.....	53-54	Wages.....	77-79
Pay Periods.....	53	Work Day.....	47
Pension	55-56	Work Week	48-49
Premium Pay.....	57	Work Schedules	4, 49-50
Regular Pay.....	57	Work Stoppage.....	7
Reporting Time.....	53	Workers' Compensation	12, 29, 38-40
Schedule	52	PERS Continuation	39