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**2010-2017**

**AGREEMENT**



**between**

**Multnomah County, Oregon**

**and**

**Multnomah County Corrections Deputy  
Association**

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



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**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**

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**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**

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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**

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

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

**ARTICLE 4**

**MANAGEMENT'S RIGHTS**

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The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the 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**

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

**ARTICLE 6**  
**CHECK OFF**

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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**

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

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

**ARTICLE 8**  
**HOLIDAYS**

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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 25<sup>th</sup> 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**

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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**

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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 1<sup>st</sup>thereafter.

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 (2<sup>nd</sup>) infraction.

12 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.

23 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.

30 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:

<b>Health Plan</b>	<b>County Contribution</b>	<b>Full-Time Employee Contribution</b>
ODS Performance Plan	90%	10%
ODS Preferred Plan	95%	5%
ODS Major Medical Plan	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:

<b>Dental Plan</b>	<b>County Contribution</b>	<b>Full-Time Employee Contribution</b>
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 (23<sup>rd</sup>) 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 (26<sup>th</sup>)  
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 (26<sup>th</sup>)  
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 <sup>st</sup> 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. 31<sup>st</sup> day of leave with unpaid status triggers loss of  
20 health plan coverage. If 31<sup>st</sup> 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. 31<sup>st</sup> 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. 31<sup>st</sup> 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 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 (90<sup>th</sup>) 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**

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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 (1<sup>st</sup>)  
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**

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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**

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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**

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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 (7<sup>th</sup>) 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



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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 (1<sup>st</sup>) 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 (1<sup>st</sup>) day of the pay period following issuance of the arbitrator's decision.

**ARTICLE 17**  
**CORRECTIONS SERVICE AND**  
**TRAINING ACHIEVEMENT PROGRAM**

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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**

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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**

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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**

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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**

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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**

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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**

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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**

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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 2<sup>nd</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> 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**

<b><u>Title</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>
<b>Corrections Officer</b>	23.71	25.04	26.36	27.73	29.15	30.49
<b>Corrections Sergeant</b>	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**

<b><u>Seniority Order</u></b>	<b><u>Name</u></b>	<b><u>Class Seniority</u></b>	<b><u>Countywide Seniority</u></b>
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**

<b><u>Seniority Order</u></b>	<b><u>Name</u></b>	<b><u>Class Seniority</u></b>	<b><u>Countywide Seniority</u></b>
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**

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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**

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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**

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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

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