2017–2020

AGREEMENT

between

Multnomah County, Oregon

and

Multnomah County Employees Union

Local 88, AFSCME AFL-CIO

AFSCME LOCAL 88 WELCOMES YOU TO OUR WORKPLACE

AFSCME Local 88 welcomes you to Multnomah County. This agreement has been negotiated between our union the American Federation of State County and Municipal Employees (AFSCME) Local 88 and Multnomah County Management and covers you while employed with the County. It is the result of diligent and hard work conducted during contract negotiations or bargaining with committees from both Multnomah County management and Local 88 members. This agreement has been ratified by a vote of the membership and approved by the Board of County Commissioners.

AFSCME Local 88, received its charter in 1937 and today represents six sub-locals of members in the metropolitan area, the largest being general employees of Multnomah County, (which are covered by this contract). The other sub-locals include physicians, dentists and juvenile custody support specialists in Multnomah County as well as workers at Central City Concern and Transitions Projects Inc. Our Local is about 3,600 members strong and is a proud affiliate of Oregon AFSCME Council 75, AFSCME International Union, and the AFL-CIO.

AFSCME Local 88 operations are based upon the principles of trade union democracy, where participation is the cornerstone of success. Membership begins immediately after submitting a completed membership card — you can access an electronic version of the card with your smart phone by scanning the QR code below. Local 88 leaders: Local 88 Executive Board Members, Chief Stewards, and Stewards are available to answer questions, support Local 88 members and maintain quality working conditions. Stewards are appointed and help advocate and represent other members in their work unit or department. Chief Stewards coordinate the efforts of stewards in one or more department(s). After being a member in good standing for one year, you may decide to become a Steward or run for the Local Union Executive Board. The Executive Board is composed of elected representatives and officers from each of the units and various sectors of the County and sub-locals. They meet monthly to conduct the business of the Local. Staff Representatives who work for Council 75 are assigned to work with our Local, which includes assisting Stewards with grievances, day-to-day issues, and supporting the mission and objectives of our union including internal organizing, leadership development, and collective bargaining. Join us at our monthly General Membership meeting where we debate, review and make decisions, and hear about current issues and events. We look forward to you becoming a member and to your participation in our Local. Together we are transforming the workplace.

Union Office
Oregon AFSCME Council 75
ATTN: AFSCME Local 88
6025 E Burnside St
Portland OR 97215-1267

Phone: 503-239-9858
Voice Mail: 503-567-2888
Toll Free: 800-792-0045
Fax No: 503-239-9441
Website: www.afscmelocal88.org
Email: cabi@afscmelocal88.org

Become a Member Today:

www.oregonafscme.org/membership_card

Meetings are held at the union office on East Burnside (6025 E. Burnside)

- E-Board Meeting: first Wednesday of the month at 6:15 PM
- Steward/General Membership Meeting: third Wednesday of the month at 6:00 PM

Steward:		*Phone Number:*
Chief Steward:		*Phone Number:*
Council Representative:		*Phone Number:*

2017–2020

AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
MULTNOMAH COUNTY EMPLOYEES
UNION LOCAL 88
AFSCME, AFL-CIO

LABOR RELATIONS
501 SE HAWTHORNE BLVD., SUITE 300
PORTLAND, OR 97214
PHONE: 503-988-5015
FAX: 503-988-3009

This document is available in accessible format upon request

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A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

MULTNOMAH COUNTY EMPLOYEES UNION

LOCAL 88, AFSCME, AFL CIO

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and Local 88, of the American Federation of State, County and Municipal Employees, AFL CIO, hereinafter referred to as the Union.

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

Except as otherwise required by law, regulation, or grant provisions, the parties agree as follows:

ARTICLE 2
DEFINITIONS

I. Countywide Seniority

Includes the continuous, cumulative time spent in all the represented positions an employee has held and is used to determine layoff, bumping, and recall rights. Seniority is calculated using the rules found in Article 21.II.b.

II. Days

For the purposes of this Agreement, “days” means “calendar days” unless otherwise specified.

III. Department

A "Department" is any organization so deemed by the Board of County Commissioners. The Office of the Sheriff and the Office of the District Attorney shall also be deemed Departments for purposes of this Agreement. Non-departmental employees currently assigned to the Office of the Chair shall be deemed in a department for purposes of this Agreement until and if they are reorganized into a departmental structure. The Labor Relations Manager shall be deemed "Department Director" for any functional purpose of this Agreement for such employees.

The County shall notify the Union no later than thirty (30) days prior to the effective date of creation of a new Department of the title of the new Department and, if available, the name of the new Department Director or Acting Director.

IV. Full-Time Employee

An employee regularly scheduled to work thirty-two (32) or more hours per week if on an eight (8) hour per day schedule; or an employee regularly scheduled to work thirty (30) or more hours per week if on a ten (10) hour per day schedule.

V. FTE, or Full-Time Equivalency

The number of hours an employee is normally scheduled to work per week divided by forty (40). For example, the FTE for a forty (40) hour employee is 1.0; for a twenty (20) hour employee, .5.

VI. Job Class Seniority

The total length of accumulated service within the affected job classification and its equivalent within the County for purposes of shift and vacation bidding, transfers within

classification, and anniversary dates. Seniority is calculated using the rules found in Article 21.II.B. Additional Job Class Seniority rules are as follows:

A. All continuous, contiguous service on a temporary promotion shall count toward seniority in the immediately previous classification, except in cases in which the promotion becomes permanent immediately following the temporary appointment; in these cases, the time will be counted toward the classification to which the employee is promoted.

B. Time spent on a Promotional Trial Service period that is not completed will count toward the employee's previous classification, if any, unless such Promotional Trial Service period was in a classification outside the Local 88 bargaining unit, then such time will not count if such period is in excess of six (6) months. Time spent on a Transfer Trial Service period after lateral transfer that is not completed will be counted toward the previous classification.

C. Time spent in an abolished classification that has a current equivalent will count toward seniority in the equivalent classification.

VII. <u>Job Sharing</u>

Job sharing position means a full-time position that is held by two (2) employees on a shared basis, thus each employee works .5 FTE.

VIII. <u>Limited Duration Employee</u>

A. Limited Duration appointments may be made for assignments of uncertain or limited duration. Such appointments shall be for a stated period not exceeding two (2) years but may expire earlier.

B. An employee in a Limited Duration assignment can be either a new-hire or an existing regular-status employee who is scheduled on a full-time or part-time basis, and who receives benefits and union representation per this agreement. New-hire Limited Duration employees are excluded from layoff rights since his/her appointment from the outset is determined to be time, task and work unit limited. New employees appointed under this section will only accrue seniority pursuant to Article 21.II.B.6.

C. New-hire Limited Duration employees who have been employed for at least twelve (12) months of continuous service and are hired into a regular status position in the same classification and department as their original LDA position will serve a six (6) month period of Initial Trial Service upon hire to determine his or her suitability for continued employment, such period to begin on the date of his or her appointment to a regular position from a certified list of eligibles.

D. New-hire Limited Duration employees who have been employed less than twelve (12) months, but at least six (6) months, and are hired in the same classification and department as their original Limited Duration position will serve an Initial Trial Service that is equal to the balance of time between their date of hire into a regular status position and eighteen (18) months after their date of hire as a Limited Duration employee.

E. New-hire Limited Duration employees who have been employed by the County for less than six (6) months, or Limited Duration employees who are hired into a regular status position in a different classification and/or different department than the classification and/or department of their original Limited Duration position, shall serve a one (1) year period of Initial Trial Service to determine his or her suitability for continued employment, such period to begin on the date of his or her appointment to a regular position from a certified list of eligibles.

F. A regular status employee that is working in a Limited Duration position and who is promoted into the same classification as the Limited Duration position will serve a Promotional Trial Service as described in Subsection XII below.

G. A regular status employee appointed to a limited duration appointment shall be reinstated to a position in their former classification, looking first at vacancies and bump options within the department in which the employee worked prior to the Limited Duration appointment and then Countywide, for purposes of layoff or when the limited duration appointment ends. Regular status employees will continue to accrue seniority as if in their regular assignment and will appear on the annual seniority list in their base classification. Limited duration appointments shall be made only with the agreement between the Union and Labor Relations.

H. A regular status employee appointed to a Limited Duration appointment in a non-bargaining unit classification will continue to be represented by the Union and will be treated the same as an employee temporarily appointed to a non-bargaining unit classification under Article 15.III.2 except that their right of return will be consistent with Article 2.VIII.G.

IX. <u>On-Call Employee</u>

An employee whose appointment is intermittent, irregular or is normally less than half-time is an on-call appointment. On-call appointments have no time limit. On-call employees may be terminated at any time and have no appeal rights within the County.

X. <u>Part-Time Employee</u>

An employee regularly scheduled to work forty (40) hours or more during two work weeks, but less than full-time.

XI. Initial Trial Service Employee

A. An employee serving a one (1) year period of Initial Trial Service to determine his or her suitability for continued employment, such period to begin on the date of his or her appointment to a regular position from a certified list of eligibles. During the period of Initial Trial Service, the employee may be dismissed without recourse to the grievance procedure if, in the opinion of the employee's supervisor, his or her continued service would not be in the best interest of the County. The length of an employee's Initial Trial Service period may not be extended by a Memorandum of Agreement under the terms of Article 26, unless the employee was absent from work for a period of forty-five (45) days or more previous to the extension.

B. A Trial Service employee who is terminated for performance deficiency related to knowledge, skills, or abilities in the final six (6) months of their Initial Trial Service period, and who has not received at least one Performance Review in their first six (6) months of regular status employment and at least one additional Performance Review sixty (60) days or more after the first Review, shall be granted severance pay in the amount of two (2) weeks of base pay at their FTE and schedule.

XII. Promotional Trial Service Employee

A. A regular employee serving a six (6) month period of Promotional Trial Service upon promotion to determine his or her suitability for continued employment in the classification to which he or she was promoted, such period to begin on the date of his or her appointment to a higher classification from a certified list of eligibles. During the period of Promotional Trial Service, the employee shall be returned to the classification and department from which he or she was promoted, without recourse to the grievance procedure, if, in the opinion of the employee's supervisor, his or her continued service in the classification to which he or she was promoted would not be in the best interest of the County. Subject to management approval, the employee may elect to return to their previous Department and classification.

B. If a newly appointed employee is promoted during his or her initial twelve (12) month Trial Service period (hereinafter "Initial Probationary Period"), his or her Initial Trial Service period shall terminate twelve (12) months from the date the employee began work in the classification from which he or she was promoted. The promotion has no effect on the Initial Trial Service period. The Promotional Trial Service period extends six (6) months from the date of the promotion or until the end of the Initial Trial Service period, whichever is later. During the Initial Trial Service period, an employee may be terminated without just cause or appeal

regardless of promotion. If an employee is terminated from his or her promotional position after completing his or her Initial Trial Service period, he or she has return rights to the classification from which he or she promoted unless dismissed for just cause.

XIII. <u>Regular Employee</u>

An employee who has passed the Initial Trial Service period in effect at the time of his or her appointment, and has been employed by the County continuously since passing the Trial Service period. In addition, the following are deemed to be regular employees:

A. An employee who passed the initial one (1) year Trial Service period, terminated employment, and has been reinstated.

B. A post-Trial Service employee who has been transferred to the County by intergovernmental agreement under ORS 236.610 through 236.650.

XIV. <u>Temporary Employee</u>

An employee whose appointment is uncertain due to an emergency workload, absence of an employee or because of a short-term need for a skill or ability. A temporary appointment may be made for a period of up to six (6) months or one-thousand and forty (1040) hours within the preceding twelve (12) months. A temporary employee who has already worked one-thousand and forty (1040) hours may be appointed within the same twelve (12) month period to another position typically by a different Department, following a break in County service lasting fifteen (15) days or longer. A temporary employee may be re-appointed to a different position when an unforeseen circumstance requiring the employee's services arises shortly after the termination of one appointment, even when the break in service is limited. Temporary employees may be terminated at any time and have no appeal rights within the County.

ARTICLE 3
RECOGNITION

I. Definition of the Bargaining Unit

The County recognizes Local 88, AFSCME, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative for the purpose of establishing salaries, wages, hours, fringe benefits, and working conditions for all employees in the County classified service as set forth in MCC Chapter 9 except those specifically excluded below. This unit shall be referred to as the "General Employees Unit". County employees who are excluded from the bargaining unit are:

A. Temporary employees

B. On-call employees whose appointment is intermittent, irregular or is normally less than half-time

C. Employees certified to another bargaining unit

D. Supervisory and confidential employees as defined by ORS 243.650, and such others as mutually determined by the parties

E. Professional employees, limited to physicians, dentists, pharmacists, attorneys (including law clerks), and chaplains, or as mutually determined by the parties

F. Managerial and administrative employees, including employees not excluded as professional, confidential or supervisory as defined above, but employees who were determined to constitute a community of interest distinct from the bargaining unit as mutually determined by the parties, including: HR Technicians, HR Analyst 1s and 2s in Risk Management/Benefits; 1 Finance Specialist 2 in the Payroll unit; the HR Technician in DCM HR; the HR Technician in DCHS HR; the HR Technician in the Health Department HR; and 1 HR Analyst 2 in Risk Management/Worker's Compensation.

G. Elected officials and their directly appointed staff.

II. Disputes Concerning Existing Classifications or Positions in Section I above

Except for the special provision for reviewing newly created, modified or existing classifications or positions, any challenges regarding the inclusion or exclusion of such classifications or positions shall be referred to the Oregon Employment Relations Board for determination.

III. Disputes Concerning Newly Created Classifications or Positions

In the event of disagreement as to the status of newly created or modified classifications or positions, determination of status shall be in accordance with unit clarification procedures as provided by Oregon law. To minimize the possibility of such disputes, when a new non-bargaining unit classification is created, or when a new position is exempted from a classification otherwise represented by the Union, written notice will be sent to the Union to include the reason for exemption.

IV. <u>Disputes Concerning Compensation for Classifications or Positions Allocated to the Bargaining Unit Pursuant to II or III above</u>

Should a new classification be allocated to the bargaining unit, and the parties are unable to mutually agree on the compensation for the classification such dispute shall be resolved pursuant to the provisions of Article 15.

V. <u>Temporary List</u>

The County shall, on a monthly basis, provide the Union with a list of temporary and on-call employees setting forth the job title, rate of pay, organization code, and date of hire and such other relevant information as may be reasonably obtained from the County's personnel database.

VI. <u>Certification of Union Officers</u>

The President of Local 88, or his or her designee, shall on a quarterly basis, provide the County with a written list of the current Union officers and Stewards responsible for contract administration.

ARTICLE 4
MANAGEMENT RIGHTS

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

ARTICLE 5
UNION SECURITY, REPRESENTATION AND BUSINESS

I. Rights of Bargaining Unit Employees

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 or her membership or Union activities.

II. Union Security and Check-off

A. Deduction of Union Dues and Fair Share Service Fees

1. Amount deducted each payroll period:

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

a. Union Dues

One half (.5) of the current monthly Union membership dues of those Union members who individually request such deductions in writing on the form provided by the Union.

b. Fair Share Service Fee

One half (.5) of a monthly Fair Share Service Fee, payable in lieu of dues by any employee who has not joined the Union within thirty (30) days of initial regular appointment to a bargaining unit position.

2. Administration and use of Fair Share Service Fees:

The Fair Share Service Fee shall be applied solely to defraying the cost of negotiations and contract administration. The process for determining the amount of the Fair Share Service Fee deduction, accountancy requirements for funds collected, limitations on the use of such funds, and any requirements for refund, shall all be in accordance with the requirements of state and federal law.

3. Authorization and certification of dues and Fair Share Service Fees:

Deduction of membership dues must be authorized in writing on the form provided by the Union. The amount to be deducted for dues and Fair Share Service Fees shall be certified in writing to the County by the Union President or their designee. The aggregate of all deductions shall be remitted, together with an itemized statement, to the Treasurer of the Union at an address certified to the County in writing by the Union President or their designee,

within five (5) working days after it is withheld or by such time as the parties mutually agree in writing.

4. Religious objections to payment of dues and Fair Share Service Fees:

The Union 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. Any such employee shall pay an amount equal to regular union dues through the Union to a non-religious charitable organization exempt from taxation under 501(c)(3) of the Internal Revenue Code, or other charitable organization mutually agreed upon by the employee making such payment and the Union. The employee will make payment through the Union on a monthly basis. The Union will forward the payment to the agreed upon charity, and provide the employee with a copy of the forwarding letter.

5. Appointment to excluded positions:

Deductions for Fair Share Service Fees and Union dues shall cease beginning with the pay period following an employee's regular appointment to a position which is excluded from the bargaining unit.

6. Monthly listing of new and terminated employees:

The County agrees to furnish the Union by the 10th of each month a listing of the following:

a. All new bargaining unit employees hired during the previous month and of all employees who terminated during the previous month. Such listing shall contain the names of the employees, along with their department, division and section, job classification, base pay, date of birth, full-time/part-time status, number of scheduled hours, County and Classification seniority dates, work phone number and email address, work location, and home mailing address.

b. All bargaining unit members. Such listing shall contain the names of the employees, along with their department, division and section, job classification, base pay, date of birth, fulltime/part-time status, number of scheduled hours, County and Classification seniority dates, work phone number and email address, work location and home mailing address.

c. All bargaining unit members who are fair share. Such listing shall contain the names of the employees, department, division and section, job classification,

County and Classification seniority dates, work phone number and email address, and work location.

d. Listing of all other County employees. Such listing shall contain the names of the employees, department, division and section, and job classification.

e. The County shall provide a monthly report to the Union containing an accounting of the hours worked by each on-call employee for the month.

7. <u>Retiree Notice:</u>

The County agrees to provide a monthly report to the Union containing the names of former Local 88-position holding employees who have retired from the County in the previous month.

8. <u>Maintenance of Membership:</u>

Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership for the duration of the collective bargaining agreement. There shall be a five (5) day window period each year during which the employee may drop their membership without penalty and become subject to the Fair Share agreement. The five (5) day window periods shall commence on the anniversary date of the signing of the contract.

B. <u>AFSCME PEOPLE Deductions</u>

To the extent allowable by law, employees may authorize payroll deductions for the AFSCME PEOPLE (Public Employees Organized to Promote Legislative Equality) by submitting the form provided by the Union to Central Payroll. The County agrees to provide the Union by the tenth (10th) of each of month a listing of employees that are making PEOPLE contributions and amount deducted per employee.

C. <u>Defense and Indemnification of the County</u>

The Union agrees that it will indemnify, defend and hold the County harmless from all suits, actions, proceedings or claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement, or any combination thereof, arising out of application of “Section II” of this Article. In the event any decision is rendered by the highest court having jurisdiction that any portion of “Section II” is invalid and/or that reimbursements must be made to any employees affected, the Union shall be solely responsible for such reimbursements.

III. <u>Union Representation</u>

A. <u>Contract Negotiations</u>

1. The Union's Negotiating Team shall consist of not more than ten (10) members, nine (9) of whom may be employees. County employees participating in such negotiations will be allowed to do so without loss of pay. The Union and County may mutually agree to a different number of negotiating team members, appointing an equal number of representatives from labor and management.

2. Observers and/or working staff sponsored by the Union or County may be in attendance with the negotiating teams. Such attendance for the Union by a bargaining unit employee shall be on the employee's own time, unless otherwise mutually agreed.

3. Resource people may be called upon to make statements and answer questions at the negotiating meetings, but will not be permitted to be present after their statement and any questions are concluded. Such attendance for the Union by a bargaining unit employee shall be on the employee's own time unless otherwise mutually agreed.

4. Prior to negotiations, representatives of the County's and the Union's Negotiating Teams will jointly establish any other necessary general negotiating ground rules.

5. The County shall print enough copies of this Agreement for all employees in the bargaining unit. The County shall provide an electronic copy of the Agreement to the Union and post it to the County intranet and internet websites.

B. <u>Employee Relations Committee Meetings</u>

To promote harmonious relations and to provide internal communications, the Union and the County will maintain an Employee Relations Committee consisting of a bargaining unit and a management representative from each department, an AFSCME representative, and representatives from the County Labor Relations Division. The Committee will establish regular quarterly meetings during normal working hours and will so schedule such meetings as far as practical to avoid disruptions and interruptions of work. Employees attending such meetings shall do so without loss of pay. The Committee shall discuss any matters pertinent to maintaining good employer employee relationships.

C. <u>Grievances and Contract Administration</u>

The Union is the exclusive representative of bargaining unit employees with respect to conditions of employment governed by this Agreement under the State of Oregon Public Employees Collective Bargaining Act. (See Article 18, “Section IV.A” on attorneys and on the role of Stewards in processing grievances.)

D. <u>Communication with Bargaining Unit Members</u>

1. <u>Bulletin boards</u>

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

2. <u>Use of county computers for E-Mail and internet connections related to Union business</u>

a. County communication systems may be used for Union business involving electronic communications or internet connections in the following circumstances, but only when such use is also in conformance with the other requirements of this Agreement, specifically to include the provisions of Article 18, "Section IV.B.2.a", which require that Stewards make every effort to avoid disruptions and interruptions of work.

i. When such use is de minimis and incidental, such as arranging a meeting with a fellow shop Steward or the Staff Representative, or for accessing an electronic copy of the union contract.

ii. For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers.

iii. For the purpose of interacting with the County's representatives concerning Union-County business, such as setting dates for County-Union meetings, making inquiries regarding grievances, etc.

iv. On the employee's own time, for the purposes of utilizing a link on the Commons, or its successor, to reach a Union internet site. Any use of such sites will comply with County Personnel Rules and shall exclude blogging, use of chat rooms, instant messaging or other live person-to-person electronic communication, and political activities as prohibited by law.

v. For authorized Union officials only, and on such employee's own time, for the purpose of posting messages on the internet site provided for in (4) above.

vi. The Local 88 President or designee may use the County's electronic communication systems for the purpose of communicating with Local 88 members. All such communications shall comply with County Personnel Rules. Communications that are sent to employees within a single Department shall be approved by the Department Director or designee prior to distribution. Communications that are distributed to employees in more than one Department shall be approved by the Director of Central Human Resources or Labor

Relations prior to distribution. Examples of such communications may include, but are not limited to: meeting announcements; Union elections and ratification votes; Union appointments; bargaining updates prior to impasse; seniority lists; and miscellaneous surveys.

b. The uses cited in "Subsection a" above may continue only to the extent that they are at no additional cost to the County, and are contingent on the continued use of the cited computers, internet connection, intranet connection, etc. for other County purposes. The content of any and all communications using the County computer system is not privileged and may be subject to County review.

c. Access to Multco Commons by any individual outside the County raises major issues of policy related to privacy, security and cost. Therefore, the Union business agent may have such access only if:

i. Access is approved by the County's Chief Information Officer, and subject to restrictions imposed by him or her; and

ii. All costs associated with making access available and with maintaining it are borne by the Union.

E. <u>Union Business</u>

There are three forms of Union Business Leave.

1. <u>Union Business Leave (County Paid Time):</u>

Union Business Leave that is considered County Paid Time includes functions that are considered County/Union joint functions such as negotiations; committees that are joint County/Union committees such as labor/management committees, Benefits Committee, Compensation Committee; duties as a Steward as defined in this agreement and such other Union Business (County Paid Time) that are mutually agreed between the parties. County employees participating in such activities will be allowed to do so without loss of pay.

2. <u>Union Business Leave (Union Reimbursable Time):</u>

a. Any bargaining unit member selected by the Union to participate in a Union activity as defined below shall be considered in Union Business Leave (Union Reimbursable Time) status and shall be granted such paid leave not to exceed twenty (20) working days per fiscal year, per member. An additional sixteen (16) working days of paid Union Reimbursable Time leave shall be granted upon request to any elected Union delegate selected to attend official AFL-CIO or other certified AFSCME activities. Additional paid time may be granted by mutual agreement of the parties.

b. Union Business (Union Reimbursable Time) addressed in this section would pertain to such activities as contract administration – such as time to cover for staff replacement, time to attend training conferences such as arbitration/grievance training; and time off to prepare for negotiations; Officers/Delegates Duties – such as attending AFSCME International Convention, Oregon AFSCME Council 75 convention, AFL-CIO Convention; Conferences/Other – Women's Convention, appointment to AFSCME or other Union Board seat or committee; and other mutually agreed activities that would qualify for Union Business (Union Reimbursable Time).

c. Written notice of such time away from work shall be given to the affected employee's immediate supervisor and to the County Labor Relations Manager five (5) working days in advance. The Union will make every effort to avoid disruptions of work. The Union shall reimburse the County for one hundred percent (100%) of the affected employees salary and fringe benefits (including pro-rata cost of workers' compensation premiums, but excluding indirect administration or overhead charges) for straight time spent on Union activities conducted during regularly scheduled working hours. The County shall submit a monthly statement to the Union itemizing the amount of the Union's reimbursement obligation, and may directly withdraw the amount required from a fund maintained with the County. Funds for this purpose shall be maintained in a separate interest-bearing account with an initial balance of twenty-two thousand dollars ($22,000) to be replenished within ten (10) days upon notice from the County Labor Relations Manager whenever the amount falls below two thousand five hundred dollars ($2,500). If the County incurs liability arising from the activities of a member engaged in Union Business during such reimbursed time, the Union further agrees to reimburse the County for losses caused by such activities, to the extent that such losses are attributable to the acts of the employee receiving continued compensation pursuant to this section. In the event of a dispute over the causation or amount of loss attributable to the actions of Union agents, the parties agree to arbitrate such dispute under Article 18.III step 4, unless such arbitration is inconsistent with the provisions of any applicable third-party insurance indemnification agreement, or unless binding arbitration might jeopardize the availability of coverage by a third-party insurer. County employees participating in such activities will be allowed to do so without loss of pay.

3. <u>Union Business (Unpaid) Leave:</u>

Employees selected by the Union for such activities that are considered political activities including political training, conferences, committees, or appointments, and

time off to work on an election race are considered Union Business (Unpaid) Leave. Employees requesting such time off under this section would be governed by the notice requirements and time limits, unless mutually agreed otherwise, of Union Reimbursable Time.

F. <u>Union Business Leave – Employment Status</u>

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

2. During Union Reimbursable Time, the employee shall not be eligible for County Workers' Compensation benefits arising out of an injury or illness occurring during the leave from the County.

G. <u>Visits by Union Representatives</u>

The County agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL CIO, whether local Union representatives, Staff Representatives, or International representatives, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Union business. The Union agrees that such visits will cause no disruptions or interruptions of work.

IV. <u>Technology, the Union and the Work Place</u>

The use of information technology in the work place will be consistent with federal and state laws, County policies and rules for public records, ethics and conduct of employees, and Multnomah County Personnel Rules, including but not limited to, rules 3-35 Use of Information Technology, 3-36 Social Media, and 3-37 Cellular Devices.

ARTICLE 6
NO STRIKE OR LOCKOUT

I. No Strike

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized.

II. Crossing of Picket Lines

Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when 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:

A. when directed to perform work which does not properly fall within the scope and jurisdiction of this bargaining unit; or

B. when the employee has attempted to cross the picket line, contacted the supervisor requesting assistance in passage through the picket line, and such assistance was not provided.

III. Employee Disciplinary Action

Any employee engaging in any activity in violation of this Article shall be subject to disciplinary action, including discharge, by the County without application of the grievance procedure of this Agreement, unless "Section II.A." or "Section II.B." above is applicable.

IV. No Lockout

There will be no lockout of employees in the unit by the County as a consequence of any dispute arising during the life and duration of this Agreement.

V. Informational Picketing

A. Nothing in this Article shall be construed to prohibit informational picketing. Such informational picketing shall not stop and/or disrupt work of County employees and officials at any time, and picketing shall be prohibited in all County owned, rented or leased facilities and County meetings, including but not limited to Multnomah County Board Rooms/Meetings and County offices.

B. Employees engaged in informational picketing shall be subject to the work rules of the County organization to which they are assigned.

ARTICLE 7
HOLIDAYS

I. Holidays

A. Recognized and Observed Holidays

The following days shall be recognized and observed as paid holidays (subject to “Section B” below):

1. Any day so declared by the Board of County Commissioners, the District Attorney, and the Sheriff.

2. New Year's Day (January 1st)

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

4. Presidents' Day (3rd Monday in February)

5. Memorial Day (last Monday in May)

6. Independence Day (July 4th)

7. Labor Day (1st Monday in September)

8. Veterans' Day (November 11th), except for Library employees.

9. Thanksgiving Day (4th Thursday in November)

10. Christmas Eve Day - **Library employees only**. (See Addendum F for the dates on which the Christmas and New Year holidays will be observed by the Library Department.)

11. Christmas Day (December 25th) or, with approval of the supervisor, this day may be traded for any other holiday during the fiscal year, provided the employee uses paid leave for or works on December 25.

12. Eight (8) hours to be used between Thanksgiving and New Year’s, or for any religious or floating holiday during the fiscal year, provided the employee gives two (2) weeks notice and has the consent of the employee's supervisor. If the supervisor determines that holiday usage requested is impracticable, the employee shall be credited with eight (8) hours of Saved Holiday time. The eight (8) hours of leave shall be prorated for part-time employees based on their normal FTE.

To be eligible for pay on an observed holiday, an employee must be in pay status both on the employee's scheduled work day before and the employee's scheduled work day after the holiday.

B. Hours of Paid Leave on Observed Holidays

The provisions of this subsection do not apply to “the religious or floating holiday” leave.

1. <u>Full-Time Employees on a regular work schedule:</u>

Employees working five (5) eight (8)-hour shifts per week shall be entitled to eight (8) hours of leave; employees working four (4) ten (10)-hour shifts per week shall be entitled to ten (10) hours of leave. Employees working either nine-eighty’s (9-80s) shifts or four (4) nine (9)-hour and one (1) four (4)-hour shift weekly (4-9-4s) shall be entitled to nine (9) hours of leave.

2. <u>Part-Time Employees:</u>

a. Part-time employees shall be entitled to leave for the length of their scheduled shift on the observed holiday; provided, however, that the amount of the leave shall not exceed their FTE times eight (8) hours. (For example, a half time employee shall have no more than four (4) hours of holiday leave). If the length of the employee's shift on the observed holiday would be less than the amount of holiday leave to which the employee is entitled, then the employee shall be credited with Saved Holiday time for the difference.

b. During the week of a holiday, the County shall permit part-time employees an opportunity to modify their work schedule, during the FLSA workweek, in order to receive a normal pay check, including pro-rated holiday pay, without having to use vacation time or other earned leave, provided this does not conflict with a department’s operational needs, including hours of operation. If part-time employees are unable to modify their work schedule for the week of a holiday due to operational needs, including hours of operation, or elect not to change from the normal work schedule, they may use vacation time or other earned leave to supplement the pro-rated holiday pay in order to receive a normal check or receive a short pay check based on pro-rated pay for the holiday.

3. <u>Full-Time Employees on an irregular work schedule:</u>

Full-time employees, who are regularly scheduled to work less than forty (40) hours per week, or days of varying length, shall be treated as regular part-time employees for purposes of this subsection. Prior to implementing a new schedule not described in Art.7.B.1., the schedule must have first been agreed upon by the Union and Labor Relations in accordance with Art. 13.V.A.

C. <u>Saved Holidays</u>

Saved Holidays may be accrued in lieu of observed holidays per the specific provisions of this Article.

1. Saved Holiday time which is not used by the end of the fiscal year in which it was accrued will be forfeited, with the exception an employee may carry over one (1) Saved Holiday per year.

2. Saved Holiday time may be used at the discretion of the employee with the consent of his or her supervisor. Saved Holiday time will be charged in accordance with the uniform time charging provisions of Article 13.

3. Upon separation from service employees will be paid for unused Saved Holiday time at their regular rate of pay.

4. In the event of an employee's death, his or her heirs will receive payment for unused Saved Holiday time at the employee's regular rate of pay.

II. <u>Holiday Observance</u>

A. <u>Full-Time Employees Working Five Consecutive Work Days per Week</u>

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

2. If the holiday falls on an employee's second scheduled day off, the following day will be observed as that employee's holiday.

B. <u>Full-Time Employees Working Fewer Than Five (5) Work Days per Week</u>

1. If a holiday falls on an employee's first or second scheduled day off, the preceding work day will be observed as that employee's holiday.

2. If a holiday falls on an employee's third or subsequent scheduled day off, the following work day will be observed as that employee's holiday.

C. <u>Part-Time Employees</u>

The dates designated in "Section I.A" above shall be deemed the observed holiday if the date falls on an employee's regular day of work. Otherwise, the employee shall be credited with Saved Holiday time for the holiday leave to which he or she would have been entitled.

D. <u>Leave</u>

If the employee works other than day shift, "Religious or Floating Holiday Leave" holiday time shall be taken preceding or following the scheduled time off for the holiday at employee's discretion with supervisor's consent; provided that if the supervisor determines that holiday usage on either date is impracticable, the employee shall be credited with the entitled number of hours of Saved Holiday time.

III. <u>Holiday Pay</u>

A. An employee required to work on an observed holiday will be compensated at one and one half (1 ½) times his or her regular rate of pay for the hours worked during the observed holiday for which the employee was eligible for holiday leave. Any additional hours will be paid at the regular rate of pay. The employee will also be granted the number of hours of leave to which he/she was eligible. The employee may elect to accumulate such leave as Saved Holiday time subject to the provisions of “Section I” above, or be paid at the employee's regular rate of pay. The election must be submitted by the employee in writing to his or her immediate supervisor on the forms so provided.

B. Subject to supervisory approval, an employee whose regular day off falls on the officially observed holiday and whose observed holiday, pursuant to Section II.A-C above, falls on a regular work day, may voluntarily change the day of his/her observed holiday within the pay period in which the holiday falls, or may elect to be credited with saved holiday time in lieu of Section III.A above. All requests must be in writing and submitted to the employee’s supervisor prior to the date on which the employee wishes to observe the holiday. Employees who voluntarily change the date of their observed holiday or take saved holiday time will be paid as if the holiday were taken on the observed day as provided for in Section II above and shall not be entitled to the additional compensation provided for in “Section III.A.” above.

C. To be eligible for holiday pay as provided in “Section III.A” above, regular employees must be in pay status both on the employee's scheduled work day before and on the employee's scheduled work day after the observed holiday worked.

IV. <u>Holiday During Leave</u>

If an employee is on an authorized leave with pay when an observed holiday occurs, such holiday shall not be charged against such leave.

ARTICLE 8
VACATION LEAVE

I. Accrual

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

II. Table of Vacation Accrual Rates

1. Years of Service	2. Hours Accrued Per Pay Period	3. Hours (Weeks) Accrued Per Year by Forty Hour Employees	4. Maximum Hours Accruable
Less than 2	4.67	112 (2.8 wks.)	224
2 to 5	5.0	120 (3.0 wks.)	248
5 to 10	6.0	144 (3.6 wks.)	280
10 to 15	7.33	176 (4.4 wks.)	352
15 or more	9.0	216 (5.4 wks.)	432

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

B. Years of service indicated in Column 1 are continuous County service years as defined in Article 21, Section II.

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

D. Accrual rates shown in Column(s) 2 and 4 incorporate two days (sixteen (16) hours) of leave which in previous contracts were allotted to employees as personal holidays.

III. Charging

Vacation leave shall be charged in increments in accordance with the uniform time charging provisions of Article 13.

IV. Payoff Upon Termination or Death

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

V. Use and Scheduling of Accrued Vacation

Employees will be given reasonable opportunities to use their vacation time; however, employees' use of accrued vacation leave shall be subject to the needs and requirements of the County. Employees shall be permitted to select one or more vacation times. The method of vacation selection shall be in accordance with Memoranda of Agreement negotiated between the Union, Labor Relations and each Department and is incorporated herein by reference.

VI. Use of Accrued Vacation for Sick Leave and Other Purposes

The requirements for using accrued vacation for sick leave and other purposes and the sequencing of such leave use, is specified in Article 9, "Section II.C".

VII. Use of Accrued Vacation for Emergencies and Preventative Health Care

A. Use of Emergency Leave and Preventative Health Care Leave

Employees may use up to twenty-four (24) hours of vacation leave each calendar year for personal emergencies and preventative health care appointments.

B. Emergency Leave

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

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

C. Preventative Care

Employees must provide their supervisor a minimum of two (2) weeks advance notice of an appointment qualifying as Preventative Care Leave.

D. Misuse and Failure to Properly Report

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

ARTICLE 9

SICK LEAVE, FITNESS FOR DUTY, AND DISABILITY INSURANCE

I. Paid Sick Leave

A. Definition and Allowable Use

Sick leave is a leave of absence with pay which may only be used when the employee is directly affected by any of the health conditions listed below, or when specified others are affected by the conditions listed, and require the employee's care. As used in this Article, "protected sick time" refers to sick leave protected under the Oregon state Sick Time Law, ORS 653.601(6), *et seq*. The first forty (40) hours per year of "paid sick time," as defined under ORS 653.601(6), are protected under Oregon's state sick leave law. Accrued sick leave taken in excess of forty (40) hours per year is not covered or protected under the state sick leave law, but may be considered protected leave under other state and federal laws.

1. Specified others

a. Members of the employee's immediate household; or

b. The employee's spouse, parents, or children as defined in the Federal Family and Medical Leave Act (hereafter referred to as the "FMLA"); or

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

d. The employee's domestic partner as designated in an Affidavit of Domestic Partnership submitted to Employee Benefits; or

e. The children and parents of such domestic partner, defined as if the domestic partner was the employee's spouse.

f. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. This category shall be effective through February 1, 2019, and may be extended during the term of the contract by mutual agreement of the parties.

2. Covered health conditions

a. Mental or physical illness, injury, or health condition; need for medical diagnosis, care or treatment of a mental or physical illness injury or health condition; or time off needed for preventative care; or

b. Any qualified condition covered by FMLA or OFLA, regardless of whether the employee meets statutory eligibility requirements or

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

d. Any qualified purpose allowed under Oregon's domestic violence, harassment, sexual assault or stalking law; or

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

f. In the event of public health emergency as defined by Oregon Sick Time Law.

3. <u>Parental leave</u>

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

4. <u>Occupationally related conditions</u>

Use of sick leave for occupationally related conditions is limited to the provisions of Article 12, Workers' Compensation.

B. <u>Accrual</u>

Employees shall accrue sick leave at the rate of .0461 hours for each straight time hour worked. Sick leave may be accrued on an unlimited basis.

C. <u>Reporting of Sick Leave</u>

An employee who has a position which requires a replacement during illness must notify the supervisor on duty in sufficient time (at least one (1) hour) before the beginning of his or her shift so that a replacement may be obtained. Other employees must notify their immediate supervisor, if available, or work site no later than fifteen (15) minutes before their scheduled starting time. Failure to so report may result in loss of pay for the day involved.

D. <u>Use of Sick Leave during Leave</u>

Sick leave may not be used during the term of any unpaid leave of absence. Sick leave may not be used during vacation except when the employee notifies the supervisor of the interruption of his or her scheduled vacation and presents reasonable evidence of a bona fide illness or injury upon returning to work.

E. <u>Time Charging for Sick Leave</u>

Sick leave shall be charged in accordance with the uniform time charging provisions of Article 13.

II. <u>Use and Misuse of Leave for Sick Leave Purposes</u>

A. <u>Counting Against FMLA, OFLA Entitlements</u>

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

B. <u>Legitimate Use</u>

1. Protected sick time under the Oregon Sick Time Law (ORS 653.601 to .661) is limited to the first forty (40) hours of sick time taken by an employee each calendar year.

2. <u>Verification of use:</u>

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

b. The County may require an employee to submit written medical verification from a health care provider to receive sick leave benefit for any non-FMLA or non-OFLA condition under any of the following circumstances:

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

ii. the employee has requested leave that is scheduled to last more than three (3) scheduled work days: or

iii. the employee has exhausted all sick leave;

iv. whenever the County can articulate reasonable cause to believe that a misuse or abuse of sick leave has occurred, including questionable usage, questionable patterns of usage or calling in sick on a previously denied day off, provided the employee has been previously notified by a supervisor or Human Resources representative that, due to such concerns, future verification may be required. After an employee has exceeded the amount of sick leave protected under the Oregon Sick Time Law, employees notified of such reasonable cause described in this paragraph may be required to furnish certification as referenced above for each use of sick leave for a period not to exceed six (6) months following the notice;

v. when the employee has exceeded the amount of sick leave protected under the Oregon Sick Time Law and has called in sick five (5) or more times for separate events in any six (6) month period, regardless of how the time is charged and the employee has been notified by a supervisor or Human Resources representative that such verification will be required for a period up to six (6) months following the notice.

3. <u>Discipline:</u>

Subject to the limitations of law, including but not limited to those of the FMLA, discipline may be imposed under the following conditions:

a. <u>Abuse of sick leave</u>

Misuse of leave, violation of orders, directives, or contractual requirements concerning the use of sick leave and other forms of leave used in lieu of sick leave are cause for disciplinary action.

b. <u>Use of accrued sick leave</u>

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

ii. When the intermittent use of accrued sick leave or other paid or unpaid leave used in lieu of sick leave interferes significantly with an employee's ability to perform the duties of his or her job, management may do the following (subject to the requirements of law, including, but not limited to, the FMLA and the Oregon Sick Time Law):

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

(b) Change the employee's work assignment for six (6) months or until use of intermittent leave ends, whichever comes sooner; in such cases the provisions of Article 22 will not apply.

c. <u>Excessive absenteeism</u>

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

i. Any legal requirements, including, but not limited to those of the FMLA, Oregon Sick Time Law or the ADA;

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

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

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

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

C. <u>Sequencing of Leaves</u>

The use of vacation leave, saved holiday time, compensatory time, and leave without pay is subject to approval by management according to the requirements of Articles 8, 7, 14, and 10, respectively. However, unless otherwise required by law, forms of leave shall be used and exhausted in the following sequences:

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

a. Sick leave until it is exhausted;

b. Vacation leave, saved holiday time, or compensatory time, sequenced at the employee's option, until they are exhausted;

c. Leave without pay.

2. Leave that qualifies under FMLA will be taken in the following order: Paid leave until it is exhausted; employees will determine what order paid leave is used;

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

a. Vacation leave, saved holiday time, or compensatory time, sequenced at the employee's option (to the extent allowed by vacation sign-up provisions) until they are exhausted;

b. Leave without pay

D. <u>Limitations on the Use of Leave Without Pay in Lieu of Sick Leave</u>

Use of leave without pay in lieu of sick leave for non-FMLA and non-OFLA qualifying conditions is subject to the approval of management and further subject to the following provisions:

1. <u>Continuous leave</u>

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

2. <u>Intermittent leave</u>

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

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

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

c. Proceed with the disciplinary process.

E. <u>Use of Paid Leave in Counting FMLA/OFLA Eligibility</u>

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

F. When an employee has been certified for continuous FMLA and/or OFLA leave of three (3) months or less, the employee's position will only be filled on a temporary basis during that period.

III. Fitness for Duty

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

IV. Disability Insurance and Catastrophic Leave

A. Disability Insurance

1. Short term disability:

Any full-time employee covered by this Agreement may participate in the short term disability insurance program developed by the Union and the County (consistent with carrier contract(s)), the monthly premium to be paid individually through payroll deduction.

Benefit Level	60% of base salary to $1500/week

2. Long term disability:

a. All bargaining unit employees will be covered by a County paid group long term disability insurance policy, the provisions of which will be specific to Local 88 in the County group policy available to Multnomah County employees.

b. The County will pay for COBRA medical and dental insurance coverage for a period of up to six months beyond the month in which benefits would normally terminate for an employee with an approved long term disability claim. Members must complete and return the COBRA enrollment form as required by law in order to receive premium payments by the County. However, employees who "opt out" of benefits coverage under the provisions of Article 11, "Section I.D" of this Agreement will not be eligible for continued County paid coverage under this subsection.

c. If proposed by management and approved by the Union, changes in short term and long term disability insurance coverage will be put into effect.

B. Catastrophic Leave Program

The Parties recognize that a Catastrophic Leave Program has been implemented which allows the donation of vacation leave, compensatory time, and saved holiday time to ill or injured employees who have exhausted all paid leave. This program may be terminated only subject to the terms and conditions of the implementing Ordinance.

V. <u>Reinstatement of Sick Leave Accruals</u>

1. Any employee who separates from County employment for any reason other than layoff or PERS retirement, who is subsequently re-employed as a regular status employee within one hundred eighty (180) days, is entitled to credit for all sick leave accrued up to the last day of prior employment. Sick leave shall not accrue during the period between separation from employment and re-employment.

2. Employees who were laid off from County employment or are serving in a temporary or on-call position following layoff will have their sick leave balance restored when they are recalled from layoff.

ARTICLE 10
OTHER LEAVES

I. Unpaid Leaves of Absence

A. Use of Leave

Leaves of absence without pay for a period of up to six (6) months may be granted by an employee's supervisor for any reasonable purpose. The sequencing of the use of all leaves, to include leaves of absence without pay, is specified in Article 9, "Section II.C". A separate standard for granting any leave of absence for sick leave purposes is specified in Article 9, "Section II.D". Any time spent on unpaid FMLA or OFLA leave shall be deducted from the six (6) month period specified above. Extensions of such leaves may be granted solely at the discretion of the supervisor.

B. Failure to Return from Leave

Except where otherwise provided by law, any employee who has been granted a leave of absence and fails to return to work within five (5) days after the expiration of said leave, shall be considered to have voluntarily resigned his or her position. However, if an employee provides evidence that he or she was unable to contact the County to request a leave extension on the date of, or subsequent to, the last day of the leave, the County shall rescind the employee's resignation. Nothing in this section is intended to prohibit application of Article 17, Disciplinary Action, in cases of absence without leave of less than five (5) days.

II. Judicial Leave

A. Jury Duty

1. An employee shall be granted leave with full pay in lieu of jury fees on any scheduled day of work he or she is required to report for jury duty, if upon receipt the employee submits jury fees to Payroll. (Employees do not have to submit mileage and parking reimbursements.)

2. Except during an emergency or due to operational requirements, the County will not require employees to report to work after completing a full day on jury duty, provided that if an employee is required to work over, any time spent on jury duty shall not be considered time worked for calculating overtime liability.

3. An employee who is excused or dismissed from jury duty before the end of the day will report back to work if practicable.

4. An employee may be scheduled to work Monday through Friday, eight (8) hours per day, on day shift, for the duration of jury duty with less than ten (10) days notice. An employee may also be returned to his or her pre-jury duty schedule with less than ten (10) days notice after jury duty ends. There shall be no additional cost to the County or days off for an employee as a result of any such schedule change.

B. <u>Subpoenas</u>

1. Time spent serving as a witness in State or Federal Court will be treated as time worked for pay purposes under the following conditions:

a. The time served occurs during regularly scheduled working hours; and

b. The employee is subpoenaed to testify; and

c. The employee submits witness fees to Payroll upon receipt.

2. Under no circumstances will employees be paid for time spent in a judicial proceeding or hearing in which they or their union is the plaintiff or the defendant, unless they are being defended and indemnified by the County for conduct occurring during the course of employment.

C. <u>Merit System Council Hearings</u>

Time spent as a plaintiff or witness at a Merit System Council hearing will be treated as time worked to the extent that it occurs during regularly scheduled working hours.

III. <u>Military Leave</u>

The County acknowledges its obligation under state and federal law to grant paid and unpaid leave for military training and service. Information about legally mandated military leave will be made available to employees upon request from the Department Human Resources unit.

IV. <u>Bereavement Leave</u>

An employee shall be granted not more than three (3) days leave of absence with full pay in event of death in the immediate family or immediate household of the employee to make household adjustments or to attend funeral services. If such funeral is beyond three-hundred and fifty (350) miles, the employee shall be granted additional time for travel not to exceed three (3) additional days with pay. The amount of additional leave shall be at the discretion of his or her supervisor on the basis of the employee's travel and personal needs. With sufficient advance notice, bereavement leave days may be taken non-consecutively provided they are taken within thirteen (13) months from the date of first use.

For purposes of Bereavement Leave, an employee's immediate family shall be defined as the employee's spouse or domestic partner or the employee's, spouse's or domestic partner's:

A. parents

B. step-parents

C. children

D. step children

E. siblings

F. step-siblings

G. grandchildren

H. grandparents

I. brothers-in-law

J. sisters-in-law

Immediate household shall be defined as any person residing at the employee's residence on a regular basis.

For any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, such leave of absence shall be granted by the employee's supervisor. In the event that the supervisor denies such a request for bereavement leave, the employee may request review of the decision by the Department director, Sheriff, or District Attorney, or their designee(s). This paragraph shall be effective through January 31, 2019, and may be extended during the term of the contract by mutual written agreement by both parties.

Employees may request additional bereavement leave in accordance with "Section I" of this article.

V. <u>Personnel Examinations/Interviews</u>

Employees shall be given paid time off for participating in County examinations and interviews for promotion, demotion, or transfer which occur during their regularly scheduled shift. However, paid time off will be restricted to examinations and interviews for five (5) positions per fiscal year.

VI. <u>Immigration and Citizenship Leave</u>

A. An employee may use up to forty (40) hours of accrued paid sick leave per fiscal year to address immigration or citizenship matters for themselves or members of their family as defined by Article 9.I.A.1. This includes, but is not limited to, attending meetings with

immigration or criminal defense attorneys, state or federal criminal court proceedings, deportation hearings, or other events bearing on the subject individual's legal resident, immigration, or citizenship status.

B. An employee who has used forty (40) hours of sick leave under Section A and has exhausted all other vacation, Compensatory Time, and Saved Holiday, but who needs additional leave for the purposes described in Section A to address immigration and citizenship matters, shall be granted unpaid leave of absence under Article 10.I. above, to the extent allowed by law.

C. The County may request written documentation corroborating the dates of requested Immigration and Citizenship Leave.

D. This Subsection VI. shall be effective through January 31, 2019, and may be extended during the term of the contract by mutual written agreement of the parties.

ARTICLE 11
HEALTH AND WELFARE

I. Medical and Dental Benefits

A. Definitions and Contributions Toward Benefit Plan Premiums

1. Definitions:

a. Full-Time Employees

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

b. Part-Time Employees

The following definitions will apply to part-time employees related only to Article 11, Section I Medical and Dental Insurance. These definitions do not apply to other sections or articles of the contract.

i. Three-Quarter Time Employees

Employees who are regularly scheduled to work at least thirty (30) hours but less than thirty-two (32) hours per week (however, not scheduled for three (3), ten (10) hours per day) are hereinafter referred to as Three-Quarter Time employees.

ii. Half-Time Employees

Employees who are regularly scheduled to work at least twenty (20) hours but less than thirty (30) hours per week are hereinafter referred to as Half-Time employees.

2. Medical Benefit Plan Contributions:

a. Full-Time Employees

Each eligible full-time active, enrolled employee's monthly contribution for the purchase of medical benefit plan coverage (which includes vision and prescription coverage) will be calculated as a percentage of the total monthly premium by tier as follows:

Full-Time Employees 2018		
Medical Plan	**County Contribution**	**Employee Contribution**
Moda Platinum Plan	93.25%	6.75%
Kaiser Medical Plan	95%	5%

Full-Time Employees 2019		
Medical Plan	**County Contribution**	**Employee Contribution**
Moda PPO 400 Plan	93.25%	6.75%
Kaiser Medical Plan	95%	5%

b. Three-Quarter Time Employees

Each eligible Three-Quarter Time active, enrolled employee's monthly contribution for medical benefit plan coverage (which includes vision and prescription coverage) will be calculated as a percentage of the total monthly premium by tier as follows:

Three-Quarter Time Employees 2018		
Medical Plan	**County Contribution**	**Employee Contribution**
Moda Platinum Plan	75%	25%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	75%	25%
Kaiser Maintenance Medical Plan	90%	10%

Three-Quarter Time Employees 2019		
Medical Plan	**County Contribution**	**Employee Contribution**
Moda PPO 400 Plan	75%	25%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	75%	25%

Kaiser Maintenance Medical Plan	90%	10%

c. <u>Half-Time Employees</u>

Each eligible Half-Time active, enrolled employee's monthly contribution for medical benefit plan coverage (which includes vision and prescription coverage) will be calculated as a percentage of the total monthly premium by tier as follows:

Half-Time Employees 2018		
Medical Plan	**County Contribution**	**Employee Contribution**
Moda Platinum Plan	50%	50%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	50%	50%
Kaiser Maintenance Medical Plan	90%	10%

Half-Time Employees <u>2019</u>		
Medical Plan	**County Contribution**	**Employee Contribution**
Moda PPO 400 Plan	50%	50%
Moda Major Medical Plan	100%	0%
Kaiser Medical Plan	50%	50%
Kaiser Maintenance Medical Plan	90%	10%

d. Half-Time employees who enroll in the Kaiser Medical Plan will receive an additional fifty dollar ($50) monthly premium subsidy provided by the County. This monthly premium subsidy will continue for the duration of the contract.

3. Dental Benefit Plan Contributions:

a. Each eligible Full-Time active, enrolled employee's monthly contribution for dental benefit plan coverage will be calculated as a percentage of the total monthly premium by tier as follows:

Full-Time Employees 2018		
Dental Plan	**County Contribution**	**Employee Contribution**
Delta Dental Plan	95%	5%
Willamette	95%	5%
Kaiser Dental Plan	95%	5%

Full-Time Employees 2019		
Dental Plan	**County Contribution**	**Employee Contribution**
Delta Dental Plan	93%	7%
Willamette Dental Group Plan	93%	7%
Kaiser Dental Plan	93%	7%

b. Each eligible Three-Quarter Time active, enrolled employee's monthly contribution for dental benefit plan coverage will be calculated as a percentage of the total monthly premium by tier as follows:

Three-Quarter Time Employees		
Dental Plan	**County Contribution**	**Employee Contribution**
Moda Dental Plan	75%	25%
Willamette Dental Group Plan	75%	25%
Kaiser Dental Plan	75%	25%

c. Each eligible Half-Time active, enrolled employee's monthly contribution for dental benefit plan coverage will be calculated as a percentage of the total monthly premium by tier as follows:

Half-Time Employees		
Dental Plan	**County Contribution**	**Employee Contribution**
Delta Dental Plan	50%	50%
Willamette Dental Group	50%	50%
Kaiser Dental Plan	50%	50%

B. <u>Health Care Plan Changes During the Term of Agreement</u>

1. The Union and the County have shared interest in addressing increasing health insurance costs. In an effort to collaborate together over quality health plans, design changes and cost management, the parties agree to participate on an Employee Benefits Advisory Team (EBAT) with such other County employee bargaining units as agree to participate, to review and consider health plans, design changes and cost sharing features.

2. The Union will be entitled to five (5) representative bargaining unit members on the EBAT, and all AFSCME Council Representatives for Local 88 will also be allowed to participate.

3. The County agrees to notify the Union any time there is a proposed change in plan design or optional changes proposed by the carriers that would impact plan design cost or plan designs, and to meet with the Union upon request. Objections to plan or plan design changes mandated by a carrier that cannot be resolved by meeting shall be subject to impact bargaining. Mandated coverage changes due to Federal or State laws, rules, or regulations shall be presented to the Union but will be implemented by the County as required by law.

4. Either party may request to reopen Article 11 – Health & Welfare beginning June 1, 2019, with negotiated changes under a re-opener effective no sooner than January 1, 2020. The parties agree that any reopener of Article 11 will be subject to the same rules and bargaining process that pertains to full contract successor negotiations and Article 6 (No Strike-No Lockout) will be suspended as to any Article 11 dispute arising therefrom.

C. <u>Premium Calculations</u>

1. For Kaiser Plans, the premium charges shall be the amount charged by Kaiser to the County. For the Moda plans, the premium charges shall be calculated, using

sound actuarial principles, and include projected claim costs based on plan experience as required by state regulations, IBNR expenses, federal and state Insurance Pool assessments, pharmaceutical claim expenses, stop-loss premiums, third-party benefit plan administration costs, and an appropriate trend factor selected to limit County contributions and employee cost shares while providing adequate funding for plan operations.

2. If a government agency or other taxing authority imposes or increases a tax or other charge upon the County's Medical and/or Dental benefit plans(s) or any activity of the plan(s), the County may increase the appropriate premium(s) to include the new or increased tax or charge.

D. <u>Employee Contribution</u>

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

E. <u>Opt-Out of Medical Plan Benefits</u>

1. Employees may elect to Opt Out of the County's medical benefit plan coverage by making that election on their Benefit Enrollment form. Employees making such election must provide an affidavit or other qualifying proof of other group medical benefit plan coverage coverall all tax dependents annually, other than Medicare, in order to make the Opt Out election. Employees will not be eligible to change their election until the County's official annual open enrollment period, unless the employee experiences an IRS recognized family status change event that would allow a mid-year health plan election change or qualifies for Special Enrollment under HIPAA.

2. <u>Full-Time Employees Who Opt Out:</u>

Full-time employees who Opt Out of medical benefit plan coverage will receive a reimbursement paid by the County of two-hundred and fifty dollars ($250) (gross) per month.

3. <u>Three-Quarter Time Employees who Opt Out:</u>

Three-Quarter Time employees who Opt Out of medical benefit plan coverage will receive a reimbursement paid by the County of one-hundred-eighty-seven dollars and fifty cents ($187.50) (gross) per month.

4. <u>Half-time Employees who Opt Out:</u>

Half-Time employees who Opt Out of medical benefit plan coverage will receive a reimbursement paid by the County of one-hundred-twenty-five dollars ($125) (gross) per month.

5. Employees may also elect to decline dental plan coverage through the County. However, there is no reimbursement associated with declining dental coverage and no proof of other dental coverage is required. Employees will not be eligible to change this election until the County's official annual open enrollment period unless the employee experiences an IRS-recognized family status change event that would allow a mid-year health plan election change or qualifies for Special Enrollment under HIPAA.

F. <u>Successor Plans and Carriers</u>

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

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

G. <u>Premium Reimbursement for Part-Time Employees</u>

1. <u>Reimbursement Eligibility:</u>

Three-Quarter Time and Half-Time employees shall be eligible for premium reimbursement if they work the minimum required number of hours for each of at least four (4), but not more than twelve (12) consecutive pay periods. The four (4) or more pay periods used for calculation are considered a single qualifying block of time. The four (4) or more consecutive pay period block shall only be applied to one reimbursement request. Changes to a submitted reimbursement request will be considered only if a submitted payroll period is determined to be ineligible.

2. <u>Hours Required for Reimbursement</u>:

a. For purposes of this calculation, Full-Time is defined as the total number of regular hours in a pay period for an employee scheduled to work Monday through Friday, eight (8) hours per day.

b. "Work" for purposes of this section is defined as regular hours worked, and any paid time such as holiday, vacation or sick time. It is recognized that an employee may occasionally and inadvertently work overtime hours while working additional

shifts to qualify for a reimbursement. Therefore, a maximum of three (3) overtime hours in any pay period will be considered time worked for purposes of reimbursement calculations.

c. Hours required for Three-Quarter Time reimbursements and Full-Time reimbursements per pay period will be calculated according to the chart below.

Per Pay Period		
Total Regular Hours	**Minimum Qualifying Hours**	
Full-Time	**Full-Time Reimbursements (Rounded to closest 15 minute increments)**	**Three-Quarter Time Reimbursements**
72	57.5	54
80	64	60
88	70.5	66
98	76.75	72

3. <u>Reimbursement Options:</u>

a. <u>Full-Time Reimbursement</u>

Three-Quarter Time employees and Half-Time employees may be eligible for Full-Time reimbursements. To qualify, time worked in each pay period must meet the minimum qualifying hours for Full-Time reimbursements for all four (4) or more consecutive pay periods. Any such premium reimbursements made to the employee will be adjusted for appropriate taxes.

b. <u>Three-Quarter Time Reimbursement</u>

Half-Time employees may be eligible for Three-Quarter Time reimbursements. To qualify, time worked in each pay period must meet the minimum qualifying hours for Three-Quarter Time reimbursements for all four (4) or more consecutive pay periods. Any such premium reimbursements made to the employee will be adjusted for appropriate taxes.

c. **Example**

A Half-Time employee works four (4) or more consecutive pay periods, two (2) pay periods at Three-Quarter Time and two (2) pay periods at Full-Time (see chart). The employee would be eligible to apply for a Three-Quarter reimbursement using these four (4) consecutive pay periods. The employee would not be eligible for a Full-Time reimbursement using these four (4) consecutive pay periods.

d. Employees who elect the Kaiser Maintenance Plan will not be eligible for medical plan premium reimbursements.

e. Employees who elect the Major Medical Plan will not be eligible for medical plan premium reimbursements.

f. Employees who elect to "Opt-out" and/or decline dental plan enrollment will not be eligible for premium reimbursement.

g. Reimbursement payments will be made only upon written request submitted by the employee to the Employee Benefits Office within ninety (90) days of the last payroll period of eligible Full-Time or Three-Quarter Time work.

4. **Part-Time Employee Benefit Committee:**

The parties agree that a 'forward looking' calculation resulting in pre-tax benefit contribution for employees working more than their scheduled hours may be beneficial for both parties. Therefore it is agreed that the County and the Union will continue to study and discuss the feasibility of this benefit.

H. **Retirees**

Provisions governing retiree participation in County medical and dental plans are in Article 16, "Section V".

I. **Default Enrollment**

1. New Full-time employees who fail to submit a timely application to Opt Out or enroll into the medical and dental benefit plans described in Section A will be enrolled by default in the County's Platinum plan and Delta Dental plan, with employee only coverage. Eligible dependents of such employees may be enrolled in the default plans if the employee submits application requesting dependent enrollment within fifteen (15) days of date default enrollment is issued.

2. New Three-Quarter-Time and Half-Time employees who fail to submit a timely application to Opt Out or enroll into the medical and dental benefit plans described in Section A above will be enrolled by default in the County's Major Medical plan, with employee

only coverage. Eligible dependents of such employees may be enrolled in the default plan if the employee submits application requesting dependent enrollment within fifteen (15) days of date default enrollment is issued.

J. <u>Eligible Dependents (Enrollment & Termination of Enrollment)</u>

1. <u>Spouses and domestic partners:</u>

a. <u>Definitions</u>

i. A "spouse" is a person to whom the employee is married under Oregon law.

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

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

(b) Has a close personal relationship; and

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

(1) Are not legally married to anyone;

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

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

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

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

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

b. <u>Enrollment of Spouse/Domestic Partner</u>

Employee may enroll spouse or domestic partner in County medical and dental plans upon completion of the County's Affidavit of Marriage or Domestic Partnership and applicable enrollment forms. Enrollment times and other procedures for administration of the medical and dental benefit plans shall be applied to employees with domestic partners in

the same manner as to married employees to the extent allowed by the law. Spouse or domestic partner must be enrolled in the same plan as the employee.

2. <u>Children:</u>

a. <u>Definition</u>

<u>"Eligible children" includes:</u>

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

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

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

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

(a) the parent child is under age twenty-three (23) at the time of the grandchild's birthday, and

(b) both parent and grandchild reside with the County employee

Grandchild's eligibility for coverage ends upon the parent child's twenty-third (23rd) birthday or marriage date, whichever occurs first, unless the County employee has legal custody of the grandchild.

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

b. <u>Enrollment of Dependent Children</u>

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

c. <u>Taxability of Dependent Health Plan Coverage</u>

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

3. <u>Termination of Dependent Health Plan Coverage</u>

Written notice from the 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 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. Dependent health plan coverage ends on the last day of the calendar month in which the termination event occurs. Examples:

Terminating Event	**Coverage End Date**
Divorce	End of month divorce became final
Dissolution of Oregon State 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 that partner moved out of shared residence
Child reaches maximum dependent age	End of month that maximum age birth date occurs

K. When Benefits Coverage Begins and Ends

1. Coverage for new employees:

a. Medical and Dental Benefits

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

2. Benefits coverage for terminating employees:

a. Retirees

i. County-subsidized coverage

Benefits options for retirees are provided for in Article 16, “Section VI”.

ii. Continuation of coverage through COBRA

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

b. Other terminating employees

i. County sponsored coverage

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

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

Example: Employee A’s last working day in paid status is July 15. Employee A's County sponsored health plan coverage will end July 31. Employee B’s last working day in paid status is July 16. Employee B's County sponsored health plan coverage will end August 31. Employee

B will have additional cost shares deducted from final paychecks to cover the cost shares for August coverage.

ii. Continuation of coverage through COBRA

Terminating employees may purchase continued coverage under County medical and dental benefits plans on a self-pay basis as mandated by law.

3. Employees on unpaid leaves of absence:

a. Leaves of less than thirty (30) days

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

b. FMLA and OFLA Leaves

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

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

iii. During unpaid OFLA leave only, the County will not contribute toward medical or dental benefit plan coverage.

c. Non-FMLA Unpaid Leaves

i. Lapsing of County-subsidized coverage

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

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

Example: Employee A goes on non-FMLA unpaid leave effective July 15. Leave period exceeds thirty (30) days. Thirty-first (31st) day of unpaid leave is August 14. Employee A's County sponsored health plan coverage will end August 31. Employee B goes on non-FMLA unpaid leave July 18. Unpaid leave period exceeds thirty (30) days. Thirty-first (31st) day of

unpaid leave is August 17th. Employee B's County sponsored health plan coverage will end September 30.

ii. Continuation of Coverage through COBRA

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

iii. Benefits Coverage upon return from a leave

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

(b) Employees returning from unpaid non-FMLA leave in a new plan year may enroll in different plans within thirty-one (31) days of their return. Such employees must complete a health plan enrollment form upon their return to work. If enrollment forms are received on the first (1st) day of the month, the changed coverage will be effective that day; otherwise, coverage will be in effect the first (1st) day of the month following receipt of the completed enrollment forms by the County Employee Benefits Office.

II. Other Benefits

A. Flexible Spending Accounts

1. Medical expenses:

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

2. Dependent care expenses:

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

3. Transportation expenses:

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

B. Life Insurance

1. The County agrees to provide each employee covered by this Agreement with term life insurance in the amount of thirty-thousand dollars ($30,000). Any increases to the County provided coverage are subject to the terms of the insurance contract.

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

3. Retirees of Multnomah County who have at least ten (10) years of County service will be provided with two thousand dollars ($2,000) term life insurance by the County during the period of time they receive pension benefits.

C. Emergency Treatment

Employees will be provided with emergency treatment for on the job injuries, at no cost to the employees, and employees as a condition of receipt of emergency treatment, do agree to hold the County harmless for injuries or damage sustained as a result thereof, if any. Employees further will promptly sign an appropriate Workers' Compensation claim form when presented by the employer.

D. Disability Insurance

Disability insurance benefits are provided for under Article 9. Sick Leave, “Section IV”.

E. Long-Term Care

Any bargaining unit employee covered by this agreement may participate in a long-term care insurance program developed by the Union and the County (consistent with carrier contracts), the monthly premiums to be paid individually through payroll deduction.

ARTICLE 12
WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS

I. Coverage

All members of the bargaining unit will be provided full coverage as required by the Oregon Workers' Compensation Act.

II. Seniority

A. 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 unless the employee's health care provider, the State Workers' Compensation Department or Board certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied.

B. If an employee is transferred to another classification because of a compensable injury, his or her seniority shall be governed in accordance with Article 21, Seniority and Layoff. In such event the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination.

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

III. Probationary Employees

In accordance with the terms of Article 2, “Section XI,” if an employee sustains an injury during his or her probationary period, it may be extended by written agreement of the Union, the employee, and the County.

IV. Supplemental Benefits

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

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

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 subject to the provisions of Article 9, Sick Leave.

V. <u>Denied Claims</u>

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

B. If a Workers' Compensation claim which has been denied is later held compensable upon appeal, any time loss benefits shall be reimbursed by the employee to the County and the employee's sick leave account credited with an equivalent number of days.

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

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

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

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

VI. <u>Benefits</u>

A. The County shall continue to provide medical and dental benefits for an employee with a compensable claim and his or her dependent(s) from the first day of occupational

disability, subject to the limitations of Article 11, Health and Welfare, if any, for a period of one (1) year or such longer period as may be required by law.

B. The County shall continue to make retirement contributions, based upon the appropriate percentage of the gross dollar amount of supplemental benefits paid, throughout the period that the employee receives such benefits.

VII. <u>Borrowing of Sick Leave</u>

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

ARTICLE 13
WORK SCHEDULES

I. Posting of Work Schedules

A. Work schedules showing work days and hours of work will be posted on bulletin boards or otherwise made accessible to employees at all times. Management may change work schedules with ten (10) days' notice to affected employees, and with less notice in the following circumstances:

1. Such notice is voluntarily waived in writing by the employee(s); or

2. For the duration of an emergency.

B. Should management determine that it needs to reduce hours for one (1) or more positions, management will first, in order of job class seniority, look for qualified volunteers within the work unit. If there are no volunteers, then such reduction shall be in reverse order of job class seniority of qualified employees. Exceptions to job class seniority preference assignment may be made in the following situations:

1. When an employee with less job class seniority is substantially more qualified for the reduced position;

2. Where bona fide job-related requirements for a balance of experienced and non-experienced personnel exist between shifts or assignments in a work unit.

II. Right to Compensation for Assigned, Scheduled, and Worked Hours

A. Regularly Scheduled Hours

An employee who reports to work as scheduled and is excused from duty for lack of work, or is specifically directed by his or her supervisor or manager not to report to work, will be paid at his or her regular rate for the hours he or she was scheduled to work.

B. Inclement Weather and Disasters

1. General:

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

b. The County Chair, Chair's Chief-Of-Staff, Chief Operations Officer, or other Chair designee may make Countywide facility closure or operations curtailment decisions. Those executives, and Department Directors and their designees, may make Department facility closure or operations curtailment decisions.

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

2. <u>Inclement Weather – Short Term (<48 Hours):</u>

a. <u>Operationally Essential Employees</u>

i. Employees who have been designated as operationally essential ("Essential") are required to report for duty regardless of facility closure or curtailment of some or all County operations. An essential employee who does not report to work or who reports late shall time-code the absence as leave without pay, or may charge it to compensatory time off, personal or saved holiday, or vacation leave.

ii. The County shall annually provide a list of Local 88-represented positions and/or classifications from each Department that have been designated Essential by October 1 each year; the County reserves the right to revise the list as necessary. The County shall also provide description of the rationale or criteria for determining what positions or duties are essential during inclement weather.

iii. Essential employees may work remotely, if that arrangement has been pre-approved by their supervisor.

b. <u>Employees Not Designated Operationally Essential ("Non-Essential")</u>

i. An employee who is directed by an appropriately authorized management representative to not report for work due to facility or operations delayed opening, early closure, or full curtailment shall be compensated for regularly scheduled hours until such time as the facility or operation reopens or the employee is reassigned to another work location.

ii. An employee who is regularly scheduled to telework or otherwise work remotely under a telework agreement is still expected to do so unless released from working by their supervisor.

iii. Employees who were already scheduled for paid leave remain in that leave status. An exception will be made by a Department where 1:) an employee leaves early due to impending inclement weather, and the County subsequently closes or curtails that employee's facility or program during the balance of their shift, or 2) the school district in which an employee lives closes operations, the employee takes vacation leave, and the County

subsequently closes or curtails that employee's facility or program during the balance of their shift. In each of these instances, the employee will be credited administrative leave for the shift time that was closed or curtailed.

iv. If an employee's site and operations are open, and the employee is unable to report to work due to the weather conditions, the employee must use unpaid leave, compensatory time off, personal or saved holiday, or vacation, or may request an ad hoc flex of their schedule from their supervisor.

3. <u>Inclement Weather – Long Term (>48 Hours):</u>

If inclement weather results in facility closures or operations curtailment cumulatively of four (4) days of disrupted operations in a seven (7) day period, or lasting two (2) consecutive days or more, or occurs on a date and time that would disrupt a critical County function that must be executed during the time frame of the closure/operations curtailment, the County may notify specific employees and the Union that they will need to report to work. All provisions of Art. 13. II.B.2. above shall remain in effect.

III. <u>Work Days and Days Off</u>

A. <u>Scheduling Requirements</u>

1. <u>Employees working 40 hours per week:</u>

a. Employees working five (5) eight (8)-hour days a week will be scheduled to work five (5) consecutive days with two (2) consecutive days off. Employees working four (4) ten (10)-hour days a week may be scheduled to work four (4) consecutive days or may be assigned to a split work week but will be scheduled with two (2) consecutive and one (1) non-consecutive day off.

b. <u>Alternate Work Week Schedules</u>

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

2. <u>Employees working less than 40 hours per week:</u>

Employees working less than forty (40) hours per week will be scheduled to work no more than five (5) days a week, and at least two (2) of their days off must be consecutive.

B. <u>Changing Scheduled Days of Work and Days Off</u>

1. <u>Voluntary changes:</u>

a. Changes of work days and days off will be considered voluntary if they occur at the employee's request or as a result of shift bidding. During the fourteen (14) day period following the transition from one schedule of work days and days off to another, the provisions of "Section III.A " above will not apply, and, for example, the employee may have split days off.

b. <u>Shift Trading</u>

Shift trading within Departments defined as trading time, hour, for hour, shall be allowed provided that:

i. Exchanges do not conflict with a department's operational needs;

ii. Exchanges do not require involuntary scheduling changes on the part of other employees;

iii. Exchanges do not make the County liable for OT under the FLSA.

Departments will develop procedures for requesting, approving, and tracking shift trades, subject to approval of the County HR Director.

2. <u>Involuntary changes:</u>

Changes of work days and days off will be considered involuntary if they occur at the discretion of management. In addition to the provisions which apply to voluntary changes, the following will apply during the fourteen (14) day transition period:

a. Employees who are scheduled to work more than five (5) days in a row without a day off will be paid at the time-and-a-half rate for all hours worked on the sixth (6th) and subsequent days until their next scheduled day off. Days worked immediately prior to the transition period will be included in the five (5) day requirement of this subsection.

b. No employee normally scheduled to work forty (40) hours per week shall be paid for less than eighty (80) hours in a semimonthly pay period as a result of the application of the provisions of this subsection, except that in the second pay period in February this minimum shall be seventy (70) hours.

IV. Scheduling the Work Day

A. Normal Work Day

1. Employees working forty hours a week:

a. Employees working forty (40) hours per week on a five (5) day per week work schedule shall work eight (8) consecutive hours per day excluding the meal period. Employees on a continuous duty schedule per "Section C.3" below shall work eight (8) consecutive hours per day including the meal period.

b. Employees working forty (40) hours per week on a four (4) day per week work schedule shall work ten (10) consecutive hours per day excluding the meal period. Employees on a continuous duty schedule per "Section C.3" below shall work ten (10) consecutive hours per day including the meal period.

c. Employees working forty (40) hours per week on an alternate work schedule shall work consecutive hours as scheduled per day excluding the meal period. Employees on a continuous duty schedule per "Section C.3" below shall work consecutive hours as scheduled per day including the meal period.

2. Employees working less than forty hours a week:

Employees working less than forty (40) hours a week will be scheduled to work four (4) or more consecutive hours a day. Any meal periods to which the employee is entitled will be on unpaid time, unless the employee is on a continuous duty schedule per "Section C.3" below.

B. Breaks

Breaks provided for in this section will be on paid time.

1. During the normal work day:

a. Employees working six or more hours a day

Employees scheduled to work six (6) or more hours a day are entitled to a fifteen (15) minute break during the first half of the work day, and another during the second half, provided that the break in the second half of the work day is required only if the employee is scheduled to work more than two (2) hours after the previous break or meal period. Breaks for employees scheduled to work eight (8) or ten (10) hours in a day will be scheduled at the middle of each half of the work day whenever practicable.

b. Employees working fewer than six hours a day

Employees scheduled to work fewer than six (6) hours a day are entitled to one fifteen (15) minute break to be scheduled by management.

2. While working overtime:

Employees scheduled to work eight (8) or more hours who are expected to work one and a half (1 ½)or more hours after their scheduled quitting time are entitled to a fifteen (15) minute break at the end of their regularly scheduled work day.

3. While on a continuous duty schedule:

Breaks for employees on a continuous duty schedule are covered in "Section C.3" below.

C. Meal Periods

1. Entitlement to a meal period:

The work schedules of employees working more than six (6) hours in a work day will include a meal period. An employee who has worked eight (8) or more hours in a work day and who works two (2) hours beyond his or her regular quitting time is entitled to a second meal period.

2. Unpaid meal periods:

Meal periods are on unpaid time unless the provisions of "Subsection 3" below apply.

a. Length of the meal period

Employees will be scheduled for a thirty (30) minute meal period unless they request and management approves a one (1) hour meal period. Management may rescind approval for a one (1) hour meal period, subject to the provisions for changing work schedules in "Section I" above.

b. Scheduling

i. The meal period for employees working eight (8) or more hours will be scheduled in the middle of the work day whenever practicable.

ii. When a one (1) hour meal period is requested and approved, management will make adjustments to the employee's starting and/or quitting time, subject to the provisions for changing work schedules in "Section I" above.

3. Paid meal periods:

a. Continuous duty schedules

Management may assign employees performing duties which do not lend themselves to duty free breaks and meal periods to a continuous duty schedule. Any such assignment shall be in writing with a copy provided to the Union and the Labor Relations Manager. Meal periods for such employees will be on paid time. The scheduling of meal periods

and breaks for affected employees will be based solely on management's judgment of the need for supervision of clients or involvement in other continuous duty, or may be on an "as time is available" basis. Continuous duty employees may not be relieved of duty during their work day, and may have to take their meals and their breaks while supervising clients or attending to other duties. Any meal periods or breaks may be interrupted or missed without additional compensation.

b. Temporary assignment

If an employee who normally works a non-continuous schedule is assigned to provide relief for a continuous duty post and that assignment includes the time of the relief employee's normally scheduled meal period, it will be treated as a paid period following the conditions of "Section IV.C.3.a" above.

D. Clean Up Time

Employees occupying labor, trades or craft positions, or whenever it is essential for other employees to clean up or change clothes before being presentable upon leaving work, shall be granted not more than a fifteen (15) minute personal clean up time prior to the end of each shift. The County shall provide the required facilities for the employee's clean up time. Neither party to this Agreement shall construe "clean up time" to mean "quit early time" or "leave early time."

V. Flexible Work Schedules

A. Exceptions to the Requirements of This Article

Greater flexibility in work scheduling than is otherwise provided for in this article, which benefits employees and the County, may be implemented, provided that such schedules are in writing, and are agreed upon by the Union and the Labor Relations Manager. A copy of any such agreed upon schedules shall be provided to all directly affected employees.

B. Employee Requests for Substitution of Hours within a Work Week

Employees may request to work fewer hours than scheduled on one (1) day in an 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 provisions of this Agreement, will not result in overtime pay.

C. Changes in Work Schedules - Review and Approval of Schedule Requests

1. Assessment of Alternative Schedule Options:

The Union and the County recognize that flexible or alternative schedule arrangements are of interest to both parties. In an effort to expand access to flexible schedule options, while still meeting County business needs.

2. <u>Review and Approval of Schedule Requests:</u>

To be considered for an alternative schedule option, an employee shall submit a written request to his or her supervisor; the employee's otherwise-assigned schedule shall be the default unless an alternative is requested and approved. An employee's request for an alternative schedule option shall be approved unless the supervisor explains in writing the specific reasons that it would interfere with County business needs; County's business needs include but are not limited to, work requirements, employee performance or misconduct concerns, and employee satisfaction. To be considered a business needs criteria including rescinding an alternative work schedule, the employee must have been given prior notice and opportunity to correct a performance issue. Denial shall not be for arbitrary or capricious reasons. Denials and rescissions of alternative work schedules may be appealed to the Department Director; determination of the County's business needs shall be at the Director's sole discretion.

VI. <u>Job Sharing</u>

A. The intent of a job share position is that two (2) employees voluntarily share the duties and responsibilities of one full-time position in a single classification. Employees may request to share a position. Approval of job sharing is at the discretion of management. Each employee in the job share position must sign a job share agreement outlining the terms of the job share and be scheduled for forty (40) hours during two (2) work weeks.

B. The County will develop a personnel rule and model agreement on job sharing in consultation with the Union.

C. <u>Leave and Holiday Pay</u>

Job sharing employees will be treated as part-time employees for purposes of holiday, leaves, pay, and health and welfare.

D. <u>Job Share Vacancy</u>

If one (1) job share employee vacates the position, the County determines whether the position should continue as a job share. The remaining employee has the right to assume the position on a full-time basis. If the position continues as a job share, the vacant half of the position will be filled using the department procedure.

E. If the position does not continue as a job share, and the remaining employee does not assume the position full-time, then the remaining employee may elect to transfer to a vacant position in the same classification or to voluntarily demote to a vacant position for which he/she is qualified. If the above conditions are not available or not acceptable, the employee would be subject to layoff.

VII. Telework Agreements

A. The County encourages the use of telework in situations where it will be to the mutual benefit of employees, the County, and the public. Teleworking is a tool that may be used to increase productivity and employee morale, boost efficiency in the use of space, reduce operational costs, lessen the environmental impact of vehicle travel and accommodate special needs of employees. The County maintains a Personnel Rule 3-65 regarding telework and with the exceptions described below, that Personnel Rule shall control the terms related to teleworking.

B. Each telework assignment should be reviewed for costs and benefits, such as the nature of the job, equipment requirements, and expected results. The telework assignment should not create additional costs, risk or hardship to the County. The employee's supervisor will provide a written response to an employee's written request for a telework agreement, including the reason(s) for a denial, within a reasonable period of time. If an employee's telework agreement is rescinded, the supervisor will provide a written explanation including the reasons why the agreement is being rescinded.

C. A telework assignment may be denied or rescinded due to business needs and/or performance issues. To be considered in rescinding a telework assignment, the employee must have been given prior notice and opportunity to correct a performance issue. Denials and recensions of telework agreements may be appealed to the Department Director. The approval of telework agreements shall be at the Director's sole discretion.

VIII. Uniform Time Charging Provisions

A. Rounding Rule

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

0 - 7 minutes rounds to 0 hours

8 - 15 minutes rounds to 1/4 hour

B. Applications

1. <u>Lateness:</u>

Employees who are less then eight (8) minutes late are not required to make up the missed minutes and shall be paid for a full shift without charge to a leave account. Employees who are more than eight (8) minutes late may be charged paid leave for time late or may be allowed to flex time at the manager's discretion. An employee who starts work after their start time is considered to be late. Being late to work can be grounds for discipline up to and including dismissal.

2. <u>Working over:</u>

An employee who works over less than eight (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15) minutes over shall be compensated one quarter (1/4) of an hour at the appropriate rate of pay in accordance with Article 14, Compensation.

3. <u>Leaves:</u>

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

4. <u>Work day:</u>

The above provisions shall not be construed as a right for management to extend the end of the working day beyond the normally scheduled ending time.

ARTICLE 14
COMPENSATION

I. Wage Adjustments

A. July 1, 2017

Effective July 1, 2017 the rates and ranges of employees covered by this Agreement shall be increased two and two-tenths percent (2.2%), or $0.60 to the hourly rate if greater. Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement as Addendum A, Classifications, Rates & Ranges which by this reference is incorporated herein.

B. July 1, 2018

Effective July 1, 2018 the rates and ranges of employees covered by this Agreement shall be increased by an amount equal to the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (Portland CPI-W) 2nd Half, second half of 2016 to the second half of 2017 as reported in February 2018 with a minimum of one percent (1.0%) to a maximum of four percent (4.0%), or $0.60 to the hourly rate if greater.

C. July 1, 2019

Effective July 1, 2019 the rates and ranges of employees covered by this Agreement shall be increased by an amount equal to the annual percentage increase in the **West - Size A** Consumer Price Index for Urban Wage Earners and Clerical Workers (2nd Half, second half of 2017 to the second half of 2018 as reported in February 2019 with a minimum of one percent (1.0%) to a maximum of a four percent (4.0%).

D. Market Adjustments for Selected Classifications

There is a joint understanding by the parties that market forces continue to have a variable effect on the relative market standing of many of the classifications in the bargaining unit. The County and the Union recognize the need for a fair and equitable compensation system and therefore agree to review market data and negotiate compensation for selected classifications every two (2) years, as began in calendar year 2010, using the process outlined below:

1. The parties shall each appoint a negotiating team of up to five (5) representatives no later than April 1 of each even-numbered year. No later than July 1, the teams shall agree to a list of classifications to be reviewed for possible market adjustments.

The parties will review a minimum of ten (10) classifications and a maximum of thirty (30) classifications, provided that the number of employees covered by the selected classifications shall not exceed fifteen percent (15%) of the total number of regular employees in the bargaining unit. Any classifications agreed to which are part of a series shall include all classifications in the series and each classification within the series shall count towards the total number of classifications to be reviewed.

2. If the parties are unable to reach agreement on the list of selected classifications by close of business July 1, and the total number of classifications proposed by the parties exceeds (30) or the number of employees covered by the proposed classifications exceeds fifteen percent (15%) of the total number of regular employees in the bargaining unit, the parties shall meet on the next regularly scheduled business day following July 1 and alternately strike classifications until the number has been reduced to the specified limitations. Any strike of a classification that is part of a series shall constitute a strike of the entire series. The party having the first strike shall be determined by a coin toss.

3. Between July 1 and October 1 of each even-numbered year, the County will update the official class specifications for each job classification selected for study. The County will provide Local 88 with the final, updated class specifications no later than October 1. No changes will be made to the class specifications for jobs selected for study between October 1 of each even-numbered year and June 30 of the following odd-numbered year.

4. Between October 1 of each even-numbered year and February 15 of the following odd-numbered year, the Union and Management will conduct separate wage surveys of the classifications identified. Wage surveys shall be conducted by comparing wage midpoints of the agreed upon job classifications with other jurisdictions' job classifications' wage midpoints. Classifications will be deemed "comparable" when the focus and purpose of work are similar in nature; minimum qualifications require similar education, training and experience; and the majority of duties are similar to the duties described in the selected job classifications. Wage comparisons will be made with the same or other comparable job classifications of employers/jurisdictions in comparable communities. "Comparable" is generally limited to public sector jurisdictions within the Pacific Northwest region, but may also include other public sector jurisdictions in comparable communities outside the region. Any comparables from jurisdictions outside the Portland metropolitan area shall be adjusted for differences in cost of labor, using accepted compensation tools or practices. Any cost of living

adjustments in comparable jurisdictions that are effective on or after January 1 of each odd-numbered year shall not be factored into the wage rates.

5. No later than March 1 of each odd-numbered year, the parties will meet and negotiate wages for the agreed upon classifications, using the information obtained from wage surveys. Negotiations will be subject to the provisions of ORS 243.712.

6. **Negotiated Wage Changes**

a. All negotiated wage changes will go into effect July 1 of each odd-numbered year.

b. **Wage Increases**

i. In classifications that are adjusted to a higher pay range as a result of a study, employees who would not otherwise receive an immediate step increase under the provisions outlined in Article 15.V. Pay Adjustments, shall receive the equivalent of a one-half (1/2) step increase, equivalent to a one and one-half percent (1.5%) increase in base wages, effective on the date of the study implementation. The one and one-half percent (1.5%) increase provided for in this section will not be considered part of base wages for purposes of calculating any wage adjustment or wage premiums, including but not limited to lead pay, bilingual pay, or shift differential, except overtime pay as required by law.

ii. Eligible employees shall receive the remaining one-half (1/2) step increase at the time of his or her individual anniversary date, and the combined increases shall be considered the employee's step increase for that fiscal year. Beginning on the effective date of the step increase, the full step increase shall be treated as base wages for all purposes provided for in this contract, including wage premiums and wage adjustments.

iii. All other wage adjustments shall be implemented in accordance with the provisions of Article 15.V. Pay Adjustments.

c. In the event the employee's rate of pay exceeds the new recommended maximum pay rate as a result of market adjustment, he or she shall be paid in accordance with Article 15.V.3.

E. **Reopener Provisions for Market Adjustments**

It is the intent of the parties to negotiate market adjustments for selected classifications every two (2) years, with negotiations to begin no later than March 1 of each odd-numbered year. Any agreed upon wage adjustments shall be effective on July 1 of that odd-numbered year. In any such odd-numbered year in which contract negotiations would not

otherwise be open, the parties agree to a limited wage reopener for the purpose of determining market adjustments for selected classifications using the process outlined above.

F. <u>Funding and Amount of Increase</u>

The County shall cover the full costs of implementation of any wage increases resulting from the negotiations provided for in Article 14.E.

G. <u>Compensation Plan</u>

1. The compensation plan for Local 88 classifications utilizes eight (8) steps, with a difference of three percent (3%) between each step in a pay grade, and a difference of three percent (3%) between each pay grade. This is commonly referred to as the "3X3" Comp Plan. Cost of Living Adjustments (COLAs) shall be implemented by adjusting each step in each pay grade by the agreed upon COLA percentage or minimum hourly rate increase. If the result of applying the COLA for any step(s) in the pay plan yields a result that does not align with the 3X3 plan, then, subject to the mutual agreement of the parties, an additional adjustment may be made to maintain the uniformity and integrity of the 3X3 plan. The County may implement any upward adjustments presented during bargaining by the Union regarding mitigating the impact of the $0.60 minimum on the 3X3 schedule.

2. Notwithstanding the Compensation Plan structure described above, no bargaining unit members shall be paid at a rate of less than Fifteen Dollars per hour ($15.00/hr). Bargaining unit members shall be maintained on the range and step corresponding to their respective classification and scheduled step advancement, and minimum pay rates manually applied to the Compensation Plan schedule on an annual basis. Employees at the Fifteen Dollars ($15.00/hr) minimum prior to July 1, 2017, shall be moved to the next pay rate of Fifteen Dollars Twenty-Nine Cents per hour ($15.29/hr) retroactive to July 1, 2017, and then on, or retroactive back to, their step anniversary date for the 2017-2018 fiscal year, shall be moved to the next pay rate of Fifteen Dollars Seventy-Four Cents per hour ($15.74).

II. <u>Pay Periods</u>

Employees shall be paid on a twice a month basis. The pay periods shall be the first (1st) through the fifteenth (15th) of each month and the sixteenth (16th) through the end of each month. Employees will be paid on the fifteenth (15th) of each month for hours worked during the second pay period of the preceding month, and on the last business day of each month for hours worked during the first pay period of that month; provided, however, that if either date falls on a Saturday, Sunday, or Holiday, the pay date will be the preceding business day.

III. Work Outside of Regularly Scheduled Hours/Days

A. Reporting to Work after Hours/Scheduled Day Off

From time to time, it may be necessary to have employees work outside their regularly scheduled working hours or on a scheduled day off. In order to be respectful of an employee's schedules and activities outside of work, and to keep County costs down, every effort will be made to (a) give as much advance written notice as possible, (b) limit the employee's uncompensated break between the end of employee's shift and the callback assignment or between the callback assignment and the beginning of the employee's shift by scheduling as close to their regularly scheduled shifts as possible, and (c) allow for a continuous break of ten (10) or more hours between the end of one shift and the beginning of the next shift. None of the provisions in this section shall violate the provisions of "Article 14.IV" as they apply to part-time employees.

1. "Call Back" - Less Than Twenty-four (24) Hours Advance Notice

a. Minimum Compensation

Any employee who returns to work at the direction of management outside his or her regularly scheduled working hours or on a scheduled day off—and there is less than twenty-four (24) hours advance verbal or written notice—shall be compensated for a minimum of four (4) hours—or time worked, whichever is greater—at the appropriate rate according to the provisions of "Article 14.IV". If applicable, the employee shall have the option of receiving overtime or compensatory time, or they may flex their time at a time approved by their supervisor. This minimum does not apply if (a) an employee elects to accept an overtime assignment prior to the end of their scheduled shift, or (b) the employee was on "Involuntary On-Call" status according to the provisions of "Article 14, Section IX".

b. Start of Period and Immediate Callback

If all of these conditions apply: (a) the employee's regularly scheduled shift has already ended and (b) they are required to report back to work immediately (as soon as they can get there) and (c) they report to the work location within one (1) hour, the four (4) hour minimum period commences with the acceptance of the assignment and ends four (4) hours later; otherwise the four (4) hour minimum period commences at the time of reporting to the work location. (For example, if an employee's regularly scheduled shift ends at five (5:00) p.m. and they are contacted at midnight (12:00) a.m. that night and required to report back to work immediately and they report to the work location within the hour—before one (1:00) a.m.—the four (4) hour minimum period commences at midnight—with the acceptance

of the assignment. If an employee's regularly scheduled shift ends at five (5:00) p.m. and they are required to report back to work the next morning at six (6:00) a.m., then the four (4) hour minimum period commences at six (6:00) a.m.—at the time of reporting to the work location).

2. <u>"Schedule Change" or "Mandatory Meeting" - Greater Than or Equal to Twenty-four (24) Hours Advance Written Notice</u>

a. <u>Compensation</u>

Any employee who is required to report to work at the direction of management outside his or her regularly scheduled working hours or on a scheduled day off—and there is greater than or equal to twenty-four (24) hours and less than ten (10) calendar days advance written notice—shall be compensated for time worked at the appropriate rate according to the provisions of "Article 14.IV". If there is greater than or equal to ten (10) calendar days advance notice, the employee shall be (a) compensated as above; or (b) notified in writing of the change to their regularly scheduled working hours.

b. <u>Length of Break between Shifts</u>

In the event an employee is required to work additional hours between the end of their regularly scheduled shift and the beginning of their next regularly scheduled shift and the break is less than ten (10) hours, the County shall:

1. allow the employee to flex the beginning time of his/her regularly scheduled shift to allow for a ten (10) hour break, County needs permitting; or

2. compensate the employee at his/her regular scheduled rate of pay for the difference between ten (10) hours and the actual hours he/she is off between the end of work and the start of his/her shift. For example, if an employee's regular shift normally ends at ten (10:00) p.m., works until midnight (12:00 a.m.) and then is scheduled to begin work at eight (8:00) a.m., the break is only eight (8) hours, they would be compensated for an additional two (2) hours.

This compensation shall be in addition to his/her rate of pay for actual hours worked. This additional compensation only applies when there is greater than or equal to twenty-four (24) hours advance written notice.

B. <u>Receiving Work Telephone Calls at Home</u>

Any employee who is called at home or a location other than their job site for work related business during their off-duty time, and is not required to report to a work site, shall receive one (1) hour pay at the appropriate rate according to the provision of Section IV below. Multiple calls with less than twenty (20) minutes between the end of the first (1st) and

beginning of the second (2nd) (or more) calls will be considered one (1) call. This provision does not apply to telephone calls regarding work scheduling, messages left on voicemail or answering machines and/or worksite directions.

C. Off Duty Telephone/Computer Work at Home

Any employee directed to perform work from home outside of their regular scheduled hours, will receive one (1) hour pay or the length of work whichever is greater, at the appropriate rate according to the provision of Section IV below.

D. Cancelled Court Appearance on Day Off

When an employee is required to make a court appearance as a result of their job on his/her regularly scheduled day off, and such court appearance is cancelled and the employee is not notified of the cancellation by or on the employee's last scheduled work day prior to the scheduled court appearance, then the employee shall receive two (2) hours pay according to the provisions of Section IV below even though the court appearance was cancelled.

IV. Overtime

A. Time and One-Half

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

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

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

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

B. Double Time

1. All work performed on an full-time employee's scheduled second (2nd) or third (3rd) day of rest will be paid at the rate of two (2) times the employee's regular rate of pay, provided that an employee who has refused to work a full shift on the employee's first (1st) scheduled day of rest will be paid at the rate of one-and-one-half (1 ½) times his or her normal rate. The first (1st) day of rest shall be the employee's first (1st) day off following their final continuous day of rest. For example:

a. If an employee has three (3) continuous days of rest from Saturday through Monday, then Sunday and Monday will be their second (2nd) and third (3rd) days of rest.

b. If an employee has three (3) non-continuous days of rest on Wednesday, Sunday, and Monday, then Sunday and Monday will be their second (2nd) and third (3rd) days of rest.

2. The applicable day of rest will be determined by the calendar day the person begins work and will remain in effect until (a) they leave work, or (b) their next regularly scheduled shift begins, whichever happens first. For example, if an employee starts work at ten (10:00) p.m. on their first (1st) day of rest and works until two (2:00) a.m. on the second (2nd) day of rest (and their next regularly scheduled shift has not begun during that entire time period), all the hours will be computed at one-and-one-half (1 ½) time. Work begun during the second or third day of rest will be computed at double time according to the provisions above.

3. Part-time employees who work in excess of forty-eight (48) hours in an employee's FLSA work week shall be compensated at the double rate for all such hours in excess of forty-eight (48) hours.

C. <u>Overtime Administration</u>

1. <u>Computation of overtime - holidays and leaves:</u>

When computing overtime, paid holidays and leaves with pay taken during the work week shall be considered as time worked.

2. <u>Premium Pay in the Computation of Pay Rates:</u>

When computing the overtime rate or vacation or sick leave pay due an employee receiving premium pay, such premium pay must be included when the employee is regularly assigned to premium work.

3. <u>Equal distribution of overtime work:</u>

Overtime work shall be distributed as equally as practicable among employees working within the same job classification within each work unit providing they have indicated in writing a desire to work overtime to their supervisor. The County will endeavor to post rules related to overtime distribution in all work units in which overtime is assigned, and shall post such rules or procedures in each work unit with twenty-four (24) hour or seven (7) day-per-week operations.

4. <u>No discrimination:</u>

There shall be no discrimination against any employee who declines to work overtime. Overtime work shall normally be voluntary except in cases where the County Chair or designee, Department Director, Sheriff, or District Attorney has notified impacted

employees that they believe the public health, safety and welfare, or critical public interest may be at risk.

5. Discipline for unauthorized overtime:

Employees working unauthorized overtime may be subject to discipline.

6. No suspending work to avoid overtime:

Employees shall not be required to suspend work during regular hours to avoid overtime.

7. Compensatory time:

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

a. The maximum allowable accumulation of compensatory time off shall be eighty (80) hours.

b. Accrued compensatory time off may be used at the discretion of the employee with the supervisor's consent.

c. In the event the employee terminates for any reason, accrued compensatory time shall be paid off in cash to the employee or his or her heirs.

d. Flexibility during the work week made at the employee's request is not subject to this section and is solely governed by Article 13, “Section V.B”

V. Shift Differential

A. Payment of Shift Premiums

1. Hours and amounts:

The County and the Union recognize that a work week may contain three (3) different shifts: day, swing, and graveyard. The County agrees to pay the following shift premium pay in addition to the established wage rate to employees who are scheduled to work eight (8) or more hours in a work day:

a. Swing shift premium

An hourly premium of one dollar ($1.00) to employees for all hours worked on shifts beginning between the hours of twelve noon (12:00 p.m.) and six-fifty-nine (6:59) p.m.; or

b. Graveyard shift premium

An hourly premium of one dollar and twenty-five cents ($1.25) to employees for all hours worked on shifts beginning between the hours of seven (7:00) p.m. and five-fifty-nine (5:59) a.m., provided that the employee was not called in early to a shift normally scheduled to begin at or after six (6:00) a.m.; or

c. **Relief shift premium**

An hourly premium of one dollar and twenty-five cents ($1.25) to employees for all hours worked in the work week while assigned to a relief shift.

2. **Definition of relief shift:**

A relief shift occurs when an employee's work week does not contain four (4) like shifts, i.e., four (4) day shifts; four (4) swing shifts; or four (4) graveyard shifts. Employees assigned to a relief shift schedule are exempt from the provisions of Article 13, “Section I”; however, such employees must be given at least a twenty-four (24) hour notice of shift assignment.

3. **Application to Hours Outside of Regularly Scheduled Shift:**

a. Day shift employees who work at least twelve (12) hours continuously on a day they are regularly scheduled to work shall receive the applicable shift differential for all hours worked that fall outside of their shift in the window for Swing or Graveyard Differential.

b. Swing shift employees who work at least twelve (12) hours continuously on a day they are regularly scheduled to work shall receive Swing Differential for all hours worked that fall outside of their regular schedule in the window of Day shift. Swing shift employees shall also receive Graveyard Differential for all hours worked that fall outside of their regular shift in the window of Graveyard shift.

c. Graveyard shift employees who work at least twelve (12) hours continuously on a day they are regularly scheduled to work shall receive Graveyard Differential for all hours worked that fall outside if their regular shift. The employee receives the differential regardless of whether they were called in early to a shift normally scheduled to begin at or after six (6:00) am as long as they work twelve (12) continuous hours.

d. **Application of Hours on Days of Rest (<12 Hours)**

If an employee does not work at least twelve (12) hours continuously on a day they are not regularly scheduled to work, they shall receive the applicable shift differential for hours worked in the Swing or Graveyard Differential. For example:

i. An employee regularly scheduled to work swing shift accepts an extra shift on their day of rest starting at 7:00 a.m. and ending at 3:30 p.m. The employee works an additional two hours to 5:30 p.m. They are considered Day Shift and do not receive any shift differential.

ii. An employee regularly scheduled to work day shift accepts a shift on their day of rest beginning at noon (12:00 p.m.) and ending at 8:30 p.m. They will receive Swing Differential for this entire shift.

e. **Application to Hours on Days of Rest (>12 Hours)**

If an employee works at least twelve (12) hours continuously on a day they are not regularly scheduled to work, they shall receive the applicable shift differential for hours worked in the Swing or Graveyard Differential. For example:

i. An employee regularly scheduled to work Swing shift accepts an extra shift on their day of rest starting at 7:00 a.m. and ending at 7:30 p.m. They will receive the Swing Differential from noon (12:00 p.m.) to 6:59 p.m. and Graveyard Differential from 7:00 p.m. to 7:30 p.m.

ii. An employee regularly scheduled to work Graveyard shift accepts an extra shift on their day of rest starting at 1:00 p.m. to 1:30 a.m. They will receive the Swing Differential from (1:00 p.m.) to 6:59 p.m. and Graveyard Differential from 7:00 p.m. to 1:30 a.m.

f. An employee must work twelve (12) continuous hours in order for Article 14.V.A.3. to apply. An unpaid lunch break is not considered a break in continuous hours nor is it considered towards the twelve (12) continuous hours worked.

B. **Inclusion of Shift Differentials in Wages**

1. **Inclusion in overtime rate:**

When computing the overtime rate due an employee receiving shift differential pay, such pay must be included in the overtime rate.

2. **Inclusion in sick and vacation pay:**

Shift differentials shall continue to apply to all hours paid including sick leave or vacation hours if they occur during the employee's normally scheduled shift.

3. **Shift pay disallowed for voluntary single shift change:**

Employees are not entitled to shift differential pay for a single shift change that is done at the request of and for the benefit of the employee.

VI. Auto Allowance and Compensation

Auto allowance and compensation shall be paid pursuant to Addendum E.

VII. Deferred Compensation Plan

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that provides for payment at a future date for services currently rendered by the eligible employee. Each new employee will be automatically enrolled in the County's Deferred Compensation program, at the rate of one percent (1%) of their pre-tax wages, unless he or she chooses to opt out.

VIII. Overpayments and Payments in Violation of Contract

Any employee receiving unauthorized payments has the obligation to call such error to the attention of his or her supervisor.

A. Unauthorized Overpayments

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

B. Payments in Error

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

C. Repayment to the County

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

D. Repayment to the Employee

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

IX. On-Call Pay

A. Voluntary On-Call

Employees on a regular work schedule may volunteer to be placed on on-call duty beyond their regularly scheduled work day or work week and may be assigned an answering device for on-call purposes to avail themselves of the opportunity to receive additional pay. Any such employee on voluntary on-call status may refuse to report if called.

B. <u>Involuntary On-Call (FLSA Exempt)</u>

1. Any employee determined by the Department Human Resources Manager to be FLSA exempt may be placed on involuntary on-call status. Any such employee shall be allowed compensatory time off at the rate of one (1) hour for each eight (8) hour period they are on on-call status. Employees who are assigned on-call duty for less than eight (8) hours shall be allowed compensatory time off on a pro-rated basis at full hour increments.

2. An employee shall be assigned on-call duty when specifically required to be available for work outside his/her working hours and not subject to restrictions which would prevent the employee from using the time while on-call effectively for the employee's own purposes.

3. No employee is eligible for any premium pay compensation while on on-call duty except as expressly stated in this article. On-call duty time shall not be counted as time worked in the computation of overtime hours. An employee shall not be on on-call duty once he/she actually commences performing assigned duties and receives the appropriate rate of pay for time worked.

C. <u>Involuntary On-Call (FLSA Non-exempt)</u>

1. Employees shall be paid one (1) hour of pay or compensatory time off subject to Section IV.C.7 at the regular straight time rate for each eight (8) hours of assigned on-call duty. Employees who are assigned on-call duty for less than eight (8) hours shall be paid on a pro-rated basis at full hour increments.

2. An employee shall be assigned on-call duty when specifically required to be available for work outside his/her working hours and not subject to restrictions which would prevent the employee from using the time while on-call effectively for the employee's own purposes.

3. No employee is eligible for any premium pay compensation while on on-call duty except as expressly stated in this article. On-call duty time shall not be counted as time worked in the computation of overtime hours. An employee shall not be on on-call duty once he/she actually commences performing assigned duties and receives the appropriate rate of pay for time worked.

X. Waiver of State Overtime Requirements

To the extent allowable by law, the provisions of this Article and other provisions of this Agreement constitute an express waiver of ORS 279.340 as provided by ORS 279.342 (5)(b). Copies of the above cited statutes are available upon employee request to the Labor Relations Section.

XI. Bilingual Pay

A. A differential of four percent (4%) over base rate will be paid to employees who have been directed to translate to and from English to another language (including the use of sign language), as a condition of employment. Direction to translate may be continuous by adoption of a language KSA for the position, in which case the premium shall be paid on all hours worked, or may be given on an ad hoc basis, in which case the premium shall be paid on hours worked conducting translation.

B. An employee who believes their work assignment requires routine translation services (i.e., implicit direction of translation), but who has been denied bilingual pay, may request that their department Human Resources Manager review the assignment and make a determination of eligibility. The department determination shall be subject to review by the County's Chief Human Resource Officer.

C. The proficiency level for interpretation and translation skills will be assigned by management and contained in an employee's individual position description.

XII. Culturally-Specific Knowledge, Skills, and Abilities Positions Compensation

A differential of four percent (4%) over base rate will be paid to employees in positions that have an additional Culturally-Specific Knowledge, Skills, and Abilities minimum qualification attached to them (e.g., such as those referenced in Article 21,III.E.10.). An employee may not simultaneously receive multiple premiums for related KSAs (e.g., premiums for a Vietnamese Culturally-Specific KSA and Bilingual pay for speaking Vietnamese).

XIII. Inclement Weather Essential Assignment Compensation

A. Employees in positions that have been designated as Inclement Weather Essential Assignments shall receive two (2) saved holidays, at the number of hours described in Article 7.1.B., on October 16 of each year. An employee who transfers into an Inclement Weather Essential Assignment after October 16 but before January 1 of the same fiscal year will receive two (2) saved holidays effective to the date of their transfer. An employee who transfers into an Inclement Weather Essential Assignment on or after January 1 but before March 15 of the same fiscal year will receive one (1) saved holiday effective to the date of their transfer. An employee

who transfers into an Inclement Weather Essential Assignment after March 15 will receive no saved holidays for the fiscal year.

B. An employee who transfers out of an Inclement Weather Essential Assignment after October 16, but before January 1 of the same fiscal year shall have one (1) saved holiday deducted from their accrued leave; if the employee has already used both saved holidays, they will have one (1) vacation day deducted from their accrued leave.

C. An employee that is not eligible to receive saved holidays under Article 14.XIII.A., but who is directed to report to work under Article 13.II.B.3. shall be paid an hourly premium of twenty percent (20%) of base pay for all hours worked during qualifying inclement weather.

XIV. Maintenance of Mandatory Licenses/Certifications

An employee who is required by the County to maintain a license or certification as a condition of employment in their classification shall be reimbursed for licensure/certification fees to the issuing body, and/or fees for continuing education units if required for maintenance of licensure/certification, up to five hundred dollars ($500.00) biennially, prorated based on the employee's FTE. Continuing education units must have supervisor prior approval to be eligible for reimbursement.

ARTICLE 15
CLASSIFICATIONS AND PAY RANGES

I. Wage Schedule

Employees covered by this Agreement shall be compensated in accordance with the Wage Schedule attached to this Agreement as Addendum A, which by this reference is incorporated herein, and as modified by Article 14.

II. Step Placement and Anniversary Dates

A. New Employees and Rehires

1. A rehire is an employee who has terminated regular employment with the County, and is subsequently selected to occupy a regular position from a civil service list. (Former employees who return to regular County employment without being selected from a list are not rehired, but reinstated. See “Section II.G.1” below.)

2. New employees and rehires will be paid at the minimum rate in the range for their classification unless a higher rate is approved by the Central Human Resources Manager or his or her designee.

3. The anniversary date for wage increases for new employees will be the date of regular appointment, and the date for rehires will be the most recent date of regular appointment. However, the anniversary date for new employees and rehires will be adjusted to reflect any additional job class seniority credit, such as credit for temporary service in the classification, which they receive under the provisions of Article 21.

B. Step Increases

An employee not at the maximum of his/her pay range shall receive an anniversary step increase upon the completion of one year of service within the job class at the current step. Service within the job class is measured in accordance with Article 2.

C. Promotion

1. Definition:

A promotion is an appointment to a classification with a higher top step than in the preceding classification.

2. Pay adjustments upon promotion:

a. The base pay of a newly promoted employee will be at least one step higher than his or her base pay in the lower classification, unless such an increase puts him or her beyond the top of the higher range.

b. If the employee's base pay in the lower range plus one step increase is lower than the first step in the higher range, the employee will be paid at the first step rate.

c. If the employee's base pay in the lower range plus one step increase is higher than the top step in the higher range, the employee will be paid at the top step rate.

d. If the employee's base pay in the lower range plus one step increase falls within the higher range, the employee will be paid at the step rate which represents at least a one step increase, but less than a two step increase in base pay.

e. The rate of pay upon promotion for lead workers who have received lead pay continuously for a year or more immediately prior to the promotion will be calculated as if the lead pay were part of the base rate.

f. Notwithstanding the provisions of this section II.C., a higher rate of pay may be approved at the discretion of the Central Human Resources Manager or his or her designee. Such approval must be within the pay range for the employee's classification and will be based on the factors listed in MCPR 2-40-050 including market rates for similar jobs in the community; additional relevant experience and/or training of the employee; pay relationships within the unit or department; previous salary; available funds to finance the salary; and the action must appear prudent to the public.

3. <u>Anniversary date upon promotion:</u>

The employee's anniversary date for wage increases will be the date of a regular appointment to the higher classification, unless the employee receives additional seniority credit, such as credit for continuous, contiguous temporary service in the higher classification.

4. <u>Failure to complete Promotional Trial Service</u>:

a. When a regular employee is promoted and does not complete the Promotional Trial Service period for that classification, he or she shall be reinstated to a position in the classification and department from which he or she was promoted. Reference to Promotional Trial Service period in this section applies to any Local 88 or non-Local 88 Promotional Trial Service period in Multnomah County. Employees who do not complete Promotional Trial Service period within the first six (6) months, in a Local 88 position and return within the Trial Service period to their previous position shall treat such time in the higher class as seniority accrual in the lower class. Employees who do not successfully complete

Promotional Trial Service period in a non-Local 88 bargaining unit position shall have their time count towards their total length of continuous service within the County.

b. The employee will be placed at the same step in the old range that he or she would have been on but for the promotion.

c. The anniversary date for wage increases will revert to the anniversary date in effect prior to the promotion.

D. <u>Demotion</u>

1. <u>Definition:</u>

A demotion is the voluntary or involuntary movement of an employee from a position in a higher class who has attained regular status in that position, to a position in a lower class having a lower maximum pay rate. Reinstatement to a previously held position after failure to complete the probationary period is not a demotion.

2. <u>Pay adjustments upon demotion:</u>

a. Employees demoted for other than disciplinary reasons will receive the rate of pay in the lower pay range that causes the least reduction in base pay. No demoted employee shall receive an increase in base pay.

b. Employees demoted for disciplinary reasons will receive the rate of pay in the lower pay range specified as a part of the disciplinary action. If no rate of pay is specified, they will receive the rate provided for in “Subsection a” above.

3. <u>Anniversary dates upon demotion:</u>

A demoted employee’s anniversary date for wage increases will be the date of demotion.

E. <u>Transfer</u>

1. <u>Definition:</u>

A transfer, for purposes of payroll administration, is an appointment to another position within the classification held, or to a position in another classification with the same top step. The same rules for step placement and establishing anniversary dates apply whether the transfer occurs within the bargaining unit or from outside the unit.

2. <u>Pay adjustments upon transfer:</u>

a. If an employee transfers to another position in the same classification, or to another classification with the same pay range and steps, there will be no change in his or her rate of pay.

b. If an employee transfers to another classification with the same top step, but with different lower steps, the employee will be paid at the step in the new range which is nearest to his or her former rate without causing a reduction in pay.

3. <u>Anniversary dates upon transfer:</u>

The employee's anniversary date will remain unchanged.

F. <u>Reclassification</u>

Wage adjustments and anniversary dates upon reclassification are covered in "Section V" below.

G. <u>Reinstatement</u>

1. <u>Step placement upon reinstatement:</u>

a. If an employee is recalled from a recall list, after voluntary demotion, or after a leave of absence, the employee will be placed at the same step he or she was on when he or she left the classification.

b. A former County employee who is not on a recall list may also be reinstated at the discretion of the Human Resources Manager or designee. If reinstated to the classification most recently held, the employee will be placed at the same step he or she was on when he or she left the classification.

2. <u>Anniversary dates upon reinstatement:</u>

The anniversary dates of reinstated employees will be adjusted so that if the time spent away from the classification exceeds thirty (30) days in duration, none of the time away will count.

3. <u>Trial Service Period:</u>

a. Reinstated employees who have not previously attained regular status must serve the remainder of their new hire Initial Trial Service period. If an employee who has not previously attained regular status is reinstated to a different department, their new hire Initial Trial Service period may be extended sixty (60) additional days by mutual agreement of both parties.

b. If an employee who has previously attained regular status is reinstated to a different department, the employee may be required to serve a sixty (60) day Trial Service period by mutual agreement of both parties. Employees who have been recalled, although not subject to an additional Trial Service period, are subject to the provisions of Article 21, "Section V.A.(Recall)".

H. <u>Special Pay Adjustments</u>

Notwithstanding the provisions of this section II, a special pay adjustment may be authorized to an employee's pay rate subject to the discretion and final approval of the Central Human Resources Director or his or her designee. Such pay adjustments must be within the pay range for the employee's classification and will be based on pay relationships within the unit or department; available funds to finance the salary; and the action must appear prudent to the public. The Union will be provided advance notice of approvals or denials of special pay adjustment requests, by the Central Human Resources Director, with the rationale for approval or denial. If a special pay adjustment is granted to the same classification within a work unit more than once in a twelve (12) month period, management shall initiate a market study for that classification.

III. Temporary Work in a Higher Classification

A. Work Out of Class

1. Definition:

An employee works out of class when he or she is assigned in writing by a supervisor to assume the major distinguishing duties of a position in a higher classification and/or to replace another employee in a higher classification, and to perform a majority of the principal duties of that classification, for thirty (30) days or less. Upon request, on a case-by-case basis, the County will provide the Union with the rationale for use of a temporary hire instead of a work out of class assignment.

2. Compensation for work out of class:

An employee working out of class will be compensated according to the promotional policy above. (See "Section II.C") Note that if the employee's pay range and the higher range overlap, the policy provides for an increase of approximately one step; if the ranges do not overlap, the policy generally provides for an increase to the first step of the higher range.

3. Paid leave and work out of class:

a. When an employee works in a higher classification during all hours worked in an FLSA work week or longer period of time, the employee will be paid the out of class rate for all hours in pay status on days in which he or she was on leave for less than half (½) a shift.

b. An employee using leave while working out of class will be paid at his or her regular rate of pay for all hours in pay status on days in which he or she worked half (½) or less of his or her scheduled hours.

B. <u>Temporary Appointments</u>

When management anticipates that an employee will be performing the principal duties of a higher classification for a period of more than thirty (30) days, the employee may be given a temporary appointment to a position in the higher classification. Management will make an effort to use temporary appointments to cover temporary needs of more than ninety (90) days but not longer than six (6) months as defined by Article 22 Section II.B. Upon request on a case-by-case basis, the County will provide the Union with the rationale for use of a temporary hire instead of a temporary appointment of a current employee.

1. <u>Appointment to a higher classification in the bargaining unit:</u>

When the appointment is to a classification within the bargaining unit, written verification of the temporary appointment will be placed in the employee's personnel file, and the following provisions will apply:

a. The employee's rate of base pay will be set according to the promotional policy above;

b. The higher base rate will apply to all hours the employee is in pay status; and

c. The employee has the right to return to his or her regular position at the end of the appointment without loss of seniority.

2. <u>Appointment to a non-bargaining unit classification:</u>

a. When the appointment is to a non-bargaining unit classification, written verification of the temporary appointment will be provided to the employee and placed in the employee's personnel file.

b. The employee's salary in the temporary appointment will be set according to the Personnel Rules governing promotions to non-bargaining unit positions.

c. The following provisions will also apply to employee salary increases in the temporary appointment if the increase does not exceed the maximum of the pay range in the temporary appointment classification:

i. The employee's salary will be increased by the percentage or fixed dollar amount of any COLA given to management employees.

ii. The employee shall receive a three percent (3%) increase in pay on the employee's anniversary date for their base classification to recognize the step increase the employee would have received if he or she was not in the temporary appointment.

d. While in the temporary appointment:

i. The employee is not eligible to receive overtime pay, shift differential, or other forms of pay not available to regular employees in a non-bargaining unit classification;

ii. The employee's health and welfare benefits plan will not change;

iii. The employee's accrual and use of paid leave will be governed by the rules applying to regular employees in a non-bargaining unit classification;

iv. The employee has the right to return to his or her bargaining unit position at the end of the appointment without loss of seniority and shall be placed at the same base hourly rate the employee would have received but for the temporary appointment; and

v. The employee will pay Union dues or such alternatives as are provided by Article 5, and will continue to be represented by the Union in accordance with Article 3.

IV. Reclassification

A. Definition

A reclassification review is an analysis of an employee's duties and responsibilities to determine whether he or she is in the correct classification. Individual employees or management may initiate a reclassification review by completing a request form and submitting it to Central Human Resources. Central Human Resources may also initiate studies of positions or groups of positions.

B. Procedure

1. Copies of completed request forms will be forwarded to the Union by the Central Human Resources within fifteen (15) days of receipt.

2. Central Human Resources will notify the Union when it initiates a study.

3. Central Human Resources will render a decision to affected employees with a copy to the Union within sixty (60) days of receiving a request or initiating a study.

4. If the employee is placed in a new classification, the wage range for that classification will be established by the procedures described in "Section V.A" below.

5. Wage increases resulting from an upward reclassification will be effective retroactively to the date of the reclassification request. However, the Human Resources Manager or his or her designee may authorize retroactivity up to six (6) months prior to the date of the request.

C. Resolution of Reclassification Disputes

1. The outcome of a reclassification request may be appealed under Article 18 at Step 3 of the grievance procedure within fifteen (15) days of the date on which notice of the decision from Central Human Resources is received.

2. If the grievance is advanced to Step 4, the arbitrator will fashion his or her award within the following parameters:

a. The arbitrator shall be limited to deciding if the employee's principal duties fall within the classification to which his or her position is allocated by the County;

b. If the arbitrator determines that the position is improperly allocated, the arbitrator shall direct the County to allocate the position to another existing classification. If no appropriate classification exists, the arbitrator shall direct the County to establish such a classification;

c. The arbitrator shall have no authority to modify a classification or establish a new classification.

V. Pay Adjustments

A. If an employee's rate of pay is below the minimum for a new salary range, his or her pay will be raised to the minimum rate.

B. If an employee's rate of pay is within the new salary range but does not match a step in that range, his or her wage will be raised to the closest step. If the employee's rate of pay matches a step of the new range, there will be no change in his or her hourly rate.

C. If an employee's rate of pay is above the maximum of the new salary range, the rate will not change but will be frozen, and the employee will not receive any increases in base pay, specifically to include general wage increases. However, when the top step of the new range has risen to exceed the frozen rate of pay, the employee will be paid at the top step rate.

D. When an employee is reclassified, his or her anniversary date for a wage increase will not be changed.

VI. Establishing Wage Rates for New Classifications

A. Method of Determining Wage Rates

Wage rates for new and substantially revised classifications will be established by Central Human Resources in the following manner:

1. Assign a range which is reasonably related to the average mid-point of wage ranges collected for comparable classifications within the agreed upon labor market or reasonable comparables.

2. In the event sufficient market comparable data are not available, Central Human Resources may, at its discretion, use point factor evaluation or internal equity to determine a new wage range for a classification based on comparable levels of complexity found within the County's structure.

3. Central Human Resources may, at its discretion, assign rates higher than those indicated in "Subsection 2" above if such rates are indicated by conditions in comparable labor markets for workers in comparable classifications.

4. Central Human Resources shall notify the Union of the range and its effective date.

B. <u>Resolution of Disputes Concerning Wage Ranges Assigned to New Classifications</u>

1. Within ten (10) working days of receiving notice from Central Human Resources, the Union may notify the County's designee for labor relations of its desire to discuss the appropriateness of the pay range assigned.

2. If the parties are unable to reach agreement on a wage range, the matter will be resolved under Article 18 at Step 4 of the grievance procedure.

a. At Step 4 the arbitrator may either affirm that the pay range assigned by the County satisfies the requirements of "Section A" above, or specify the parameters within which a range would satisfy the criteria.

b. The arbitrator's decision will be final and binding and will be retroactive to the effective date established in the County's notice, per "Section VI.A.4" above.

VII. <u>Market Adjustments</u>

The Central Human Resources Manager, or his or her designee for classification and compensation administration, may notify the Union in writing that market based adjustments to the rates and ranges of certain classifications are warranted. Such adjustments may be implemented upon written approval of the Union.

VIII. <u>Qualified Arbitrator</u>

Recognizing the technical expertise required to adjudicate disputes relating to classification allocations and the establishment of pay rates, the parties agree to use an arbitrator with such technical expertise during the life of this Agreement.

ARTICLE 16
PENSIONS

I. PERS Membership

Employees shall be eligible for participation in the Oregon Public Employees' Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP) pursuant to ORS 238 and 238A subject to the terms and conditions of the Agreement, dated January 22, 1982, integrating the Multnomah County Employees' Retirement System and PERS, such Agreement having been entered into between the Public Employees' Retirement Board and Multnomah County pursuant to the provisions of ORS 238.680.

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

In accordance with the terms and limitations of ORS 238.350 one half (½) of the accumulated unused sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

III. PERS Pick-Up

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

IV. OPSRP Employer Pick-Up

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

employee contributions to the employee accounts; the employer will file any required notices with the Public Employees Retirement Board.

V. Retiree Medical Insurance

A. Definitions

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

B. Right to Participate

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

C. Choice of Plan

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

D. Retiree Responsibilities

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

E. Eligibility for County Payment of One Half of Premium

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

1. Payment at Fifty-eight (58):

The County shall pay one half (½) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-eighth (58th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had:

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

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

2. <u>Payment at Fifty-five (55) or earlier:</u>

The County shall pay one half (½) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had:

a. Thirty (30) years of continuous service with employers who are members of the Oregon Public Employee Retirement System and twenty (20) or more years of continuous County service immediately preceding retirement; provided, however that employees employed on or before July 1, 1992, who are eligible for PERS regular retirement with thirty (30) years of PERS service and twenty (20) years of County service shall be eligible for County payment of half the medical premium without waiting until age fifty-five (55), or

b. Ten (10) years of continuous County service immediately preceding retirement in the event of disability retirement.

F. <u>Eligibility for Medicare</u>

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

G. <u>Part-Time Pro-rating</u>

Part-time service in a regular budgeted position shall be pro-rated as half for purposes of the service requirements under “Subsection E" of this section. (For example, part-time service for two (2) months would equal one (1) month toward the applicable service requirement.)

H. <u>Requirement to Continuously Participate</u>

In addition to the other requirements of this section, continued medical plan participation or benefit of County contributions is conditioned on the retiree's continuous participation in a County sponsored medical and/or dental insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e., fifty percent (50%) or one hundred percent (100%) as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. The

County shall inform the retiree of the identity and mailing address of the County's collection agent at the time the retiree signs up for continued post-employment medical and/or dental insurance coverage, and shall inform the retiree of changes in collection agent not less than forty-five (45) days in advance of the effective date of such change.

I. <u>State and Federal Tax Offset</u>

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

ARTICLE 17
DISCIPLINARY ACTION

I. Forms of Discipline for Cause and Notice Requirements

Employees may, in good faith for cause, be subject to disciplinary action by oral or written reprimand, demotion, reduction in pay, suspension, dismissal, or any combination of the above; provided, however, that such action shall take effect only after the supervisor gives written notice of the action and cause to the employee and mails written notice to the Union. Oral or written reprimands do not require prior written notice.

II. Definition of Cause

Cause shall include misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, or failing to fulfill responsibilities as an employee.

III. Appeal Rights

A. Written Reprimand

Any regular, non probationary employee who is reprimanded in writing shall have the right to appeal the reprimand through Steps 1 and 2 only of the grievance procedure set out in Article 18.

B. Reduction in Pay, Demotion, Suspension, or Dismissal

Any regular, non probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to formally grieve within fifteen (15) days of receipt of the letter imposing disciplinary action. The employee shall submit the grievance to the supervisor or manager who imposed the discipline. For example, if the discipline was imposed by a department director, the matter would be submitted directly to the department director at Step 2.

C. Other

Written documents (excluding performance evaluations) given to an employee that addresses deficient work performance/conduct and is not discipline may be appealed to the department director. Such documents will not be placed in the employee's personnel file.

IV. Manner of Accomplishing Reprimands

If the County has reason to 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.

V. No Abridgement of Rights

Nothing in this contract shall be construed to abridge any employee's constitutional or civil rights. Employees have the right to Union representation. If the employee so desires, he or she shall be afforded Union representation.

ARTICLE 18
SETTLEMENT OF DISPUTES

I. Purpose

Any grievance or dispute involving the application, meaning or interpretation of this Agreement shall be settled under the provisions of this article.

II. Filing a Grievance

A. Before filing a grievance concerning a non-disciplinary matter, the aggrieved employee and/or the Union will attempt to resolve the issue informally.

B. A grievance is filed when the grievant or his or her union representative submits a written statement of the grievance at the appropriate step of the grievance procedure. The grievant may use a grievance form provided by the Union or submit a memorandum containing the following information:

1. Name of the grievant(s)

2. The date of filing

3. A description of the relevant facts upon which the grievance is based and explanation of the grievance

4. A list of the articles and sections of the contract allegedly violated

5. An explanation of how the alleged facts violate the articles/sections

6. A description of remedy sought

C. In order to be timely, grievances must be filed as follows:

1. Disciplinary grievances must be filed within thirty (30) days after receipt of the letter imposing disciplinary action.

2. Non-disciplinary grievances must be filed within thirty (30) days of the alleged violation of the contract, or within thirty (30) days of the date on which either the grievant or his or her representative became aware, or should have become aware, of its occurrence. Whether or not the grievant or the union was aware of the alleged violation, no grievance may be filed more than sixty (60) days from the date of its occurrence. However, the sixty (60) day limitation cited above is not intended to affect the pursuit of grievances regarding alleged ongoing violations of the contract.

3. Grievances regarding the calculation of seniority will be timely, filed according to the provisions of Article 21, Seniority and Layoff, “Section VII.B.1”.

4. For the purposes of this article, as in the rest of this Agreement, "days" means “calendar days,” unless otherwise specified. However, if the 15th and/or final day, whichever is applicable, falls on a weekend or holiday, as defined in Article 7.A. except for floating holiday time, the 15th and/or final day will be considered the next business day immediately following the weekend or holiday.

5. Submissions at each step of the grievance procedure will be considered timely if they are mailed or delivered by eleven-fifty-nine (11:59) p.m. of the last day. Failure on the part of the moving party to process grievances within the time limits at any step in accordance with the provisions of this Article shall constitute a waiver of the grievance. Timelines at any stage of the grievance procedure may be extended by mutual agreement between the County and the Union. The parties agree that the timelines for filing and responding to a grievance at any step will be held in abeyance from the last business day prior to the observed Christmas Day holiday to the first business day after the observed New Year’s Day holiday.

D. Grievances will be filed at Step 1 of the grievance procedure (see “Subsection 3” below) with the following exceptions:

1. The County and the Union mutually agree to filing at a higher step.

2. Disciplinary grievances will be filed with the manager or supervisor who imposed the discipline. If he or she is the department director, the grievance will be filed at Step 2.

3. The following types of grievances will be filed at Step 3:

a. Grievances regarding the calculation of seniority per Article 21, Seniority and Layoff, “Section VII.B.1”.

b. Grievances regarding reclassifications per Article 15, Classifications and Pay Ranges, “Section IV.C”.

c. Grievances regarding changes in existing conditions per Article 24, General Provisions, “Section IV.C”;

d. Grievances regarding work rules per Article 24, General Provisions, “Section III.D”.

III. <u>The Steps of the Grievance Procedure</u>

A. <u>Step 1. The Immediate Supervisor</u>

1. Grievances submitted at Step 1 will be filed with the grievant's immediate supervisor. The grievant’s supervisor, or other manager or supervisor appointed by the

department, will respond in writing to the grievant or his or her Union representative within fifteen (15) days of receipt.

2. There will be a mandatory meeting either at Step 1 or at Step 2 of the grievance procedure to formally discuss the grievance. Unless an exception is agreed upon by the Union and the County, the meeting will be attended by the grievant, the manager and/or supervisor designated by the County, and the Steward and/or other Union representative. If the grievance is a class grievance, a representative employee shall be deemed the grievant for the purposes of the mandatory meeting.

B. <u>Step 2. The Department Director</u>

Grievances submitted at Step 2 and grievances unresolved at Step 1 may be presented by the grievant or his or her Union representative to the department director or his or her designee. Unresolved grievances must be submitted within fifteen (15) days after the response is due at Step 1. The department director will respond in writing to the grievant or his or her Union representative within fifteen (15) days of receipt.

C. <u>Step 3. Labor Relations</u>

Grievances submitted at Step 3 and grievances unresolved at Step 2 may be presented by the grievant or his or her Union representative to the Labor Relations Manager or his or her designee. Unresolved grievances must be submitted within fifteen (15) days after the response is due at Step 2. Labor Relations will respond in writing to the grievant or his or her Union representative within fifteen (15) days of receipt.

D. <u>Step 4. Arbitration</u>

1. If the grievance has not been answered or resolved at Step 3, the Union may, within fifteen (15) days after the expiration of the time limit specified in Step 3, request arbitration by written notice to the County.

2. Within fifteen (15) days of submitting a grievance for arbitration, the Union shall request a list of the names of seven (7) arbitrators from the State of Oregon Employment Relations Board. The Union and the County shall select an arbitrator from the list by mutual agreement. If they are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names, the order of striking to be determined by lot. One day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the Union and the County from agreeing upon a permanent arbitrator or permanent list.

3. The Union and the County agree that no less than five (5) days prior to any scheduled arbitration hearing, they will mutually exchange copies of all exhibits and names of witnesses intended to be offered at the hearing, except the work product of any attorney or authorized representative involved.

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

5. The arbitrator shall be requested to begin taking evidence and testimony within twenty-five (25) days after submission of the request for arbitration; and the arbitrator shall be requested to issue his or her decision within thirty (30) days after the conclusion of testimony and argument. The Union and the County hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of a subpoena, the cost of which shall be borne by the party requesting the subpoena.

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

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

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

E. <u>Content of Grievances and Responses</u>

The parties agree that it is mutually beneficial if grievances and responses contain adequate explanations of the position of the parties at each step of the process. Failure to do so will not be subject to grievance.

IV. <u>Representation of Employees</u>

A. <u>The Union as Exclusive Representative</u>

1. The Union is the exclusive representative of bargaining unit employees with respect to conditions of employment governed by this Agreement under the State of Oregon Public Employees Collective Bargaining Act.

2. Attorneys who do not represent the Union or the County may appear at grievance meetings and hearings only at the mutual consent of the Union and the County.

3. An employee may file a grievance through Step 3 of the grievance procedure without the assistance of the Union; however, departure from the grievance procedure described herein shall automatically nullify the Union's obligation to process the grievance. Also, whether or not the employee seeks Union assistance, the Union must be given the opportunity to be present when a settlement offer is made, and any settlement must be consistent with the terms of this Agreement.

B. <u>Stewards</u>

1. <u>Definition and designation:</u>

Employees selected by the Union as employee representatives shall be known as "Stewards”. The names of the Stewards and the names of other union officers and Staff Representatives, who may represent employees, shall be certified in writing to the County by the Union.

2. <u>Processing of grievances by Stewards:</u>

a. Upon notification to the grievant's supervisor of the name of the grievant and the tentative cause of the grievance, or the name of the subject of a disciplinary investigatory interview, a Steward(s) responsible for the grievant's work area may investigate and process grievance(s) at the work site during working hours without loss of pay, or in the case of an investigatory interview, participate in such interview without loss of pay. All efforts will be made to avoid disruptions and interruptions of work.

b. Employees meeting with their Steward to process a grievance will also be permitted to do so without loss of pay during working hours.

c. A Steward may not process a grievance in any other work area than the one to which he or she is assigned by the Union unless mutually agreed by the Department and the Union.

3. <u>Chief Stewards:</u>

The number of Chief Stewards shall be one (1) per department or up to a maximum of ten (10) for the County, whichever is greater. When there is no Steward assigned

to the grievant's work area, the regular Steward is unavailable, or by mutual agreement between the Union and the Department, the assigned chief Steward may process a grievance in accordance with “Section IV.B” above. When a Chief Steward is unavailable or by mutual agreement between the Union and the Department, the Union may designate a Union officer to act as Chief Steward.

4. <u>Notification:</u>

The Union will designate its Steward structure and notify the County on a quarterly basis. The Union shall immediately notify the County of the names of Steward and Chief Steward appointments upon their selection.

V. <u>Unfair Labor Practices</u>

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

ARTICLE 19

MODIFICATION OF WORK PERFORMED BY THE BARGAINING UNIT: CONTRACTING, INTERGOVERNMENTAL AGREEMENTS, AND USE OF VOLUNTEERS

I. Contracting

A. Limitations on Contracting

The County may contract or subcontract out work performed by employees in this bargaining unit regardless of impact on employees, including but not limited to layoff. In any instance in which such contracting or subcontracting would result in layoff, however, and the County is unable to find suitable or comparable alternative employment for the employees, this contracting or subcontracting will occur only if it was anticipated and considered as a part of the budgeting process and the Union Business Representative and/or President has been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual budget, referred to as the "Adopted Budget", or formal Board consideration of budget modifications.

B. Meeting with the Union

1. Layoffs:

The County agrees to meet with the Union to discuss the effect of proposed contracting out or subcontracting which would result in layoff prior to the presentation of the proposal to the Board for adoption. The County further agrees to meet with the Union, at its request, to explore the alternative of work force reduction by attrition.

2. Contract Reviews:

Parties agree to meet during the term of this agreement for the purpose of reviewing work that is contracted out, such as custodial work and the feasibility of such work being performed by bargaining unit employees.

3. Contracting In:

The County and the Union also agree to allow the Union the opportunity to bid on work which is being considered for contracting out in accordance with a procedure that is mutually agreed upon by the County and the Union.

C. No Interference with Contract

Any contracting out of bargaining unit work under the terms of this article shall be bound exclusively by the exercise of the discretion of the Board of County Commissioners, and any appropriate elected executive, subject only to the limitations of this article and laws in effect

at the time of execution of this Agreement, including but not limited to ORS 279B.030 to 279B.040. This exercise of discretion shall specifically not be bound by the requirements of any Initiative Petition, or law promulgated thereto, which becomes effective subsequent to the execution of this Agreement.

II. <u>Intergovernmental Agreements</u>

The County agrees to notify the Local 88 Business Agent and/or President when an Intergovernmental agreement which would affect the transfer of employees to or from the County is placed on the Board agenda. The County also agrees to provide the Union with a specific plan and its probable impact relative to Intergovernmental Agreements involving employee transfer, when such Agreements are anticipated, at least thirty (30) days prior to formal Board consideration of budget modifications or the Board's adoption of the annual budget related to such a transfer.

III. <u>Rights and Benefits of Employees Involved in Consolidation, Merger, and Acquisition of Positions</u>

A. The County and the Union recognize the provisions of ORS 236.610 through 236.650 in the event an employee of the County is transferred to another public employer as defined under ORS 236.610(2) for reason of merger, consolidation or cooperation agreement.

B. All employees acquired by the County as a result of merger, consolidation, cooperation agreement, or acquisition of a facility, shall be entitled to all rights and benefits granted employees under this Agreement and ORS 236.610 through 236.650.

IV. <u>Volunteers</u>

The County shall have the right to use volunteers at any time for any purpose. If a volunteer program is instituted which the Union reasonably believes may lead to employee layoffs, the County shall at the Union request meet and confer concerning alternatives which would eliminate or mitigate adverse impact on employees.

ARTICLE 20
WORKLOAD AND STANDARDS,TRAINING, PERFORMANCE EVALUATION, AND ORGANIZATIONAL EXCELLENCE

I. Workloads and Standards

A. It is the County's right to establish the workload for employees. In addressing the assigned workload the employee's supervisor may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be posted or individually stated to each affected employee, in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards, in advance of the work period in question.

B. When changes in functions, size, organization, mission, technology or equipment result in changes to the duties assigned to positions or the classification of positions, and employees occupying those positions do not meet the new required knowledge, skills and abilities, such changes will be brought forward by management or the union to the Employee Relations Committee (ERC). The ERC will review the matter for alternatives that meet the needs of the County with the least amount of impact on the bargaining unit members. This review does not apply to employees who would be subject to layoff based position elimination and/or budget reductions.

II. Employee Development and Training

A. Any time an employee is specifically required by management to participate in any development and training program shall be considered time worked for pay purposes, and all tuition, texts, training materials, and other expenses incident to such employee's participation shall be assumed by the County.

B. The County may subsidize employee participation in non-mandatory training or education based on relevance to the employee's job, budgetary limitations, and managerial priorities. Each department's labor-management committee will create a subcommittee of equal representation to develop a process for distribution of training opportunities. The subcommittee will also develop guidelines for employees to use when requesting training and for supervisors to use when determining appropriate training authorization.

1. The subsidy may be made in the form of a partial or total reimbursement for expenses and/or time off with pay for part or all of the time required to attend.

2. Employees may obtain information on how to apply for training or educational subsidies from their Departmental Human Resource Office.

3. If approved prior to enrollment, reimbursements will be made within thirty (30) days of successful completion of the training or coursework, provided the employee has submitted verification as required under department policy.

III. <u>Performance Evaluation</u>

A. The County may implement and maintain performance evaluation processes involving members of the bargaining unit. It is the desired goal of the County and Local 88 for all employees to have their work performance evaluated annually.

B. Employees will have the right to attach a response to any evaluations in their personnel files.

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

D. All performance evaluations shall be signed by the employee's supervisor, who shall bear ultimate responsibility for the content of the evaluation.

E. County performance evaluation forms will include a section on individual training and career development.

IV. <u>Organizational Excellence</u>

The parties are committed to the continuation of Labor Management cooperation as represented by the ERC process. To further support this process:

A. <u>Joint Training</u>

Joint training shall be provided on an annual basis to all shop Stewards and representative managers and supervisors on matters related to contract administration and the management of problem employees and teams. The purpose of this training will be to develop mutual understanding of basic processes and roles. Additionally, to support team development and quality initiatives, such training will involve appropriate group process and quality components.

B. <u>Employee Participation and Teams</u>

It is understood that many of the terms of this Agreement are based on an individual rights and obligation model. The parties recognize that employees are increasingly involved in employee participation processes and working in teams. In such instances as issues arise from these processes, which may involve the terms of this Agreement, the parties will meet upon the request of either party to discuss any appropriate action. Mutually agreeable

terms of any needed exceptions and understandings shall be in conformance with Article 26, Entire Agreement.

ARTICLE 21
SENIORITY AND LAYOFF

I. Definitions

A. Layoff

A reduction in force in classification for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department. Reductions in force include both the elimination of positions and changes in a position's status from full-time to part-time.

B. Continuous Service

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

1. Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.610 through 236.650.

2. Continuous service is terminated by voluntary termination, involuntary termination due to expiration of a recall list, removal from a recall list after layoff pursuant to "Section IV.F" of this article, or discharge for cause.

C. Bumping

The displacement of the least senior regular employee in the affected classification by another regular employee within the department with more seniority or if there is not a less senior employee in the classification in the department, then the displacement of the least senior regular employee in the classification in the County.

D. Equivalent Classification

Refers to matching by the County HR Director or his/her designee of an abolished classification with a current classification that has substantially the same duties, authority, and responsibility.

E. Classification Previously Held

Refers to a classification or its equivalent in which the employee gained regular status and for which he or she continues to qualify.

F. Regular Employee

Refers to the status a classified employee acquires after successful completion of the probationary period for the classification to which the employee was appointed.

G. Regular Position

Refers to a county service position budgeted for each fiscal year.

H. Lateral Classification

Refers to a classification or its equivalent which has the same top step as the employee's current classification.

I. Affected by Layoff

Refers to an employee who was demoted, laid off, or reassigned as a result of a layoff process under the provisions of this article.

J. Regular Appointment

Refers to the appointment of an employee to a regular position from a certified list of eligibles.

II. Seniority

A. Seniority will be determined as follows:

1. The total length of continuous service with the County; if a tie occurs, then

2. Test score on the Civil Service Examination, if available, for the classification; if a tie occurs or if the test scores are not available, then

3. It shall be broken by random selection using a computerized logarithm with a member of Central Human Resources and the Union present when the order is selected.

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

1. Part-time work will count on a full-time basis.

2. Time on authorized leave taken with pay will count.

3. When an authorized non-FMLA/OFLA leave without pay exceeds thirty (30) days, no time spent on that leave will count.

4. Time spent in unclassified or management service appointment status will not count, except for purposes of vacation accrual.

5. Time spent in on-call status will not count.

6. Prior to regular appointment, all continuous, contiguous service, performing duties consistent with work done by members of a bargaining unit, in temporary status, limited duration or work out of class shall count.

7. When a layoff exceeds thirty (30) days, no time spent on layoff will count.

8. Time spent in a trainee capacity, e.g., in state or federal trainee programs, will not count.

9. Time spent working for another government will count if the employee was transferred to a bargaining unit position in Multnomah County pursuant to ORS 236.610 through 236.650.

10. Seniority shall be forfeited by discharge for cause, voluntary termination, or, after layoff, by removal from all recall lists pursuant to "Section IV" of this article.

11. Current rules for calculation of seniority as contained in this article do not alter seniority determinations under prior Local 88 contracts.

III. <u>Layoff Rules</u>

The County will notify regular employees affected by layoff of the reason for the action and of their reassignment or layoff, according to the provisions of this section.

A. <u>Reassignment of Regular Employees during a Layoff</u>

Layoffs will be identified by classification within the affected department and County. Employees holding positions that perform functions to be discontinued will be subject to the following in order of seniority:

1. Reassignment to a regular position in the same classification and within the employee's current department, or if the employee does not have enough seniority, then

2. Reassignment to a regular position County wide, in the following order:

a. Reassignment to a position in the same classification; or, if the employee does not have enough seniority, then

b. Reassignment to a position in a lower or equivalent classification previously held, or if the employee does not have enough seniority, then

c. Change of status between full-time and part-time, or if the employee does not have enough seniority, then

3. Reassignment to a limited duration position, in the same order as in Article 21.III.2, above, provided the Union and the County mutually agree to the placement.

4. Layoff.

B. <u>Voluntary layoff, bumping, or reduction in hours</u>

1. <u>Lower Bumping Options:</u>

An employee may voluntarily choose to take a lower bumping option provided such option is available and does not adversely affect another regular employee who would not have been impacted had the employee bumped in the order specified above, and will not result in increased costs to the County. Such election will be made in writing within

three (3) working days and submitted to Central Human Resources. Where more than one option exists, the employee shall list his or her preference(s) in rank order.

2. Reduction in Hours:

Any employee in a classification affected by layoff may request to be reassigned to a vacant position with fewer assigned hours per week if such reassignment would mitigate the impact of the layoff on other employees and does not result in increased costs to the County.

3. Voluntary Layoff:

Any employee in a classification affected by layoff may request voluntary layoff if such action does not result in increased costs to the County. When management identifies classifications to be laid off, management will first in order of seniority, look for volunteers to be laid off. Employees who agree to a voluntary layoff out of seniority order will have no bumping rights and such employee will be placed on a recall list in accordance with this Article.

C. Non-Regular Employees during a Layoff

1. Within an affected classification and department, temporary, non-regular Initial Trial Service, and other employees who do not have classified status and who are occupying budgeted positions will be terminated before employees with classified status are affected by layoff. Employees without status who are terminated will not be placed on recall lists and do not have bumping rights.

2. An employee who has not completed a Promotional Trial Service period following promotion to a classified position and is affected by layoff shall be returned to the position previously held.

3. Trial Service employees terminated or demoted in accordance with “Subsection 1” and “Subsection 2” above will be placed on reinstatement lists for one (1) year from the date of their termination or demotion. They may, at the County’s discretion, be reinstated to their former classification if there are no regular employees who are on a recall list for that classification. Trial Service employees who are reinstated will be treated as if they have been on a leave of absence for purposes of computing seniority and length of Trial Service period.

D. Layoff Processing for Employees on a Leave of Absence without Pay

1. Employee Notification:

Employees who are on a leave of absence without pay which is scheduled to continue after the layoff effective date and whose classifications are expected by the County to be affected by an upcoming layoff process will be notified in writing and given an option to return from leave.

2. <u>Use of Positions During the Layoff Process:</u>

If no response is received by the County within five (5) days of written notification, or if the employee declines to return from leave of absence, or if the employee is unable to return from leave of absence, the position from which the employee is on leave of absence will be treated as a vacant position during the layoff process and will be available to be filled by another employee who is affected by the layoff process, according to the provisions of this article.

3. <u>Return from Family Medical Leave Without Pay:</u>

After a layoff process affecting the employee's classification has occurred, employees who are on Family Medical Leave without pay immediately prior to returning to work will return to the position formerly held, and the employee occupying that position will be reassigned according to seniority pursuant to this article.

4. <u>Return from other Leave Without Pay:</u>

After a layoff process affecting the employee's classification has occurred, employees not on Family Medical Leave without pay immediately prior to returning to work will be reassigned according to seniority pursuant to this article.

5. <u>Recalculation of Seniority after Leave of Absence Without Pay:</u>

All employees on leave of absence without pay that exceeds thirty (30) days will have their seniority recalculated upon their return from leave so that none of the time on the leave of absence without pay counts toward seniority per "Section II.B.3" of this article.

E. <u>The Bumping Process</u>

Regular status employees who are affected by layoff are reassigned using the rules listed in Article 21.III.A. In addition, the bumping process is administered with the following considerations:

1. <u>Budgeted Positions:</u>

Vacancies that are created and approved by the Board of County Commissioners to be effective the day following the layoff date shall be treated as vacancies available during a layoff process.

2. <u>Reassignment to Vacancies and Employee Preferences:</u>

Reassignment of employees to vacant positions within the employee's current department, if available, will always take precedence over their bumping another employee; where multiple vacancies are available within the employee's current department, the County will take into account the employee's preferences for shift assignment, part-time or full-time status, work location, and work assignment to the extent practical prior to reassignment of the employee to a vacancy. An employee who is offered options must indicate a preference within three (3) working days of receipt of notice of the options in order to exercise that option.

3. <u>Bumping Less Senior Employees:</u>

If bumping is necessary, the least senior employee in the affected classification in the department will be bumped. If there is no employee with less seniority in the classification in the department, then assignment to a vacant position in the County in the affected classification, if no vacant position, then the least senior employee in the affected classification in the County will be bumped.

4. <u>Previously Held Classifications:</u>

If there is no employee in the classification in the County with less seniority then the employee will be bumped to a classification previously held. If the employee held more than one previous classification, order shall be to the previous class held and so forth. Employee bumping rights includes right to bump into a previous classification with a higher maximum salary only if the higher salary rate of the previously held class is due to a salary adjustment for that class resulting from a classification /compensation study and the employee moved from the class as a result of a lateral transfer, promotion or reclass. If an employee bumps to a classification previously held and did not complete the probationary period in the class, employee will be required to complete probation according to the terms of Article 2, Section XII.

5. <u>Change of Full-Time and Part-Time Status:</u>

Full-time employees will be reassigned only to full-time positions and part-time employees will be reassigned only to part-time positions, unless reassignment to the other status is the only available option other than layoff.

6. <u>Library Specific Classifications:</u>

a. An employee being laid off from a Library specific classification and demoting into a previously held Library specific classification as a result of a layoff may request to exercise layoff options based on the FTE:

i. The employee holds at the time of the layoff; or

ii. The employee held immediately prior to promoting into his/her current classification.

b. The employee must notify the Library Layoff Coordinator within three (3) business days (Monday-Friday) of receipt of notice of the FTE he or she chooses, otherwise the employee will be laid off or reassigned based on part or full-time status in the classification held at the time of receipt of the layoff notice.

7. <u>Job Share Agreements:</u>

a. Employees who are participating in job share agreements at the time the layoff process is being administered will be treated like part-time employees for the purposes of bumping and reassignment.

b. If a part-time employee bumps into a position that has an existing job share agreement, the employee must agree to the terms of the existing job share agreement.

8. <u>Shift Assignment:</u>

Shift assignment will not have an effect on the layoff process.

9. <u>Failure to Accept a Reassignment:</u>

Employees who are reassigned to a position pursuant to these provisions and do not accept that position will be deemed to have resigned.

10. <u>Qualified to Perform the Duties of the Position:</u>

a. Employees may not be reassigned to positions under this article unless qualified to perform the duties of that position. An accurate job description, including any approved special knowledge, skills, or abilities required for the position, must be on file with Central Human Resources prior to issuance of layoff notices. If layoffs are effective at the end of a fiscal year, the County must provide notification of any KSA prior to March 1, except the County may add cultural knowledge KSAs, bilingual KSAs, and a KSA to a position when the position is vacant or there has been a substantial change in job duties necessitating a change in the minimum qualifications for the position. Employees may be denied rights otherwise available under these provisions only if they lack knowledge, skills or abilities required for the position that are not easily learned on the job within ninety (90) days. If an employee is on paid or unpaid leave for more than fourteen (14) consecutive calendar days during the ninety (90) day orientation period, the orientation period will be extended by the amount of the leave. Employees may be required to take and pass qualifying examinations in order to establish their rights to specific positions.

b. When the County determines that knowledge, skills or abilities (KSAs) in addition to minimum qualifications are required for a position, the Union may appoint a Steward or officer familiar with that job classification to participate in discussions about the required KSAs and the content of any qualifying examination used as part of the bumping process. Nothing requires the County to develop an examination at the time the KSAs are approved nor prevents it from modifying an examination at a later date provided the Union is provided an opportunity to participate in discussions regarding the new or revised exam used during bumping.

11. <u>Request for Leave:</u>

Employees who are reassigned or demoted pursuant to these provisions may request up to three (3) days of leave without pay prior to reporting to their new work assignment, consistent with the County's voluntary furlough program, and subject to approval of the appropriate manager.

12. <u>Freezing of Personnel Actions:</u>

To ensure that data about vacancies and employee work assignments are reliable and that bumping options are accurate, the County HR Director may freeze all personnel transactions as determined appropriate beginning four (4) weeks prior to the date a layoff is implemented and ending the day immediately following the effective date of the layoff.

13. <u>Evaluation of Layoff Activities:</u>

The County will regularly evaluate layoff and bumping activities, including giving affected employees an opportunity to provide feedback to improve layoff and bumping processes.

IV. <u>Notice and Recall List</u>

A. Employees who are subject to reassignment, demotion, or layoff pursuant to the provisions of this article shall receive a notice in writing at least fifteen (15) days prior to such action. The notice shall state the reason for the action and shall further state that the action does not reflect discredit on the employee. The Union will be provided a copy of the notice.

B. Employees in limited duration assignments will be placed on recall lists only for classifications in which they have previously achieved regular status. Limited duration employees who have not previously achieved regular status do not have recall rights.

C. Employees who are laid off, demoted, or reassigned to a lateral classification and/or reassigned between full-time and part-time status will be placed on the recall lists, according to seniority. Employees will be placed on all the recall lists that meet the criteria

below. (For example, employees who are demoted and reassigned from full-time to part-time will be placed on the recall lists for full-time appointment in the current classification, for part-time appointment in the higher classification, and for full-time appointment in the higher classification):

1. Employees who are laid off will be placed on the recall list for the classification held by the employee at the beginning of the layoff process.

2. Employees who are demoted will be placed on the recall list for all the classifications held by the employee at the beginning of the layoff process to, but not including, the one the employee demoted to.

3. Employees who are reassigned to a lateral classification or to a classification previously held will be placed on the recall list for the classification held by the employee at the beginning of the layoff process.

4. Employees who are reassigned from full-time to part-time will be placed on the list for recall to full-time assignment.

5. Employees who are reassigned from part-time to full-time will be placed on the list for recall to part-time assignment.

D. Employees who are placed on a recall list pursuant to these provisions will be provided with appropriate information concerning the rights after layoff, and their responsibilities. Information will include, but not be limited to, information concerning the County's rules on reinstatement, and will offer employees the opportunity to provide alternate contact information for recall notice.

E. Prior to issuing an open competitive recruitment for a vacancy, hiring managers should review any active recall lists and determine if the vacancy should be announced for internal applications first, in order to allow employees on recall lists in other classifications to have the opportunity to be considered.

F. Employees who are reassigned to positions in the same classification, resign, or elect to retire will not be placed on recall lists.

G. **<u>Removal from Recall List</u>**

Employees will remain on a recall list for twenty-four (24) months from the date of placement on the list. Within that time period, employees will be removed from the recall list only under the following circumstances:

1. Upon written request of the employee; or

2. Upon their retirement; or

3. Upon acceptance of recall from the list; or

4. Upon declining an offer of recall (unless the offer is for a limited duration appointment); or

5. Upon the employee's failure to respond to a certified letter or electronic notice sent to the employee's last known address within seven (7) days of mailing; or

6. Disciplinary termination for cause.

H. <u>Effect of Recall on Seniority</u>

Employees who are laid off and are on recall list(s) and return to regular County employment for any reason will be treated as if they have been on a leave of absence without pay for the purpose of computing seniority.

V. <u>Recall</u>

A. Employees on a recall list will be certified in order of seniority, before applicants who qualify through examination, provided they are qualified to perform the duties of the position. Employees on a recall list shall be offered appointment to vacancies, in order of seniority, except when they lack knowledge, skills or abilities required for the position that are not easily learned on the job within ninety (90) days.

B. Employees may be required to take and pass qualifying examinations in order to establish their rights to specific positions. The hiring manager is required to state in writing what qualification(s) the employee lacks that the position requires. The employee will remain on the recall list for certification to other vacancies during his or her term of eligibility.

C. Failure to recall an employee, except as provided above, will be deemed a dismissal of that employee for cause, and will be reviewed and processed according to the provisions of Article 17, Disciplinary Action.

VI. <u>Seniority Application</u>

A. The above terms for determination of seniority shall apply not only to the layoff process, but also to other situations in which seniority is applied, including total service for the purpose of vacation accrual rates.

B. Seniority determinations shall have no application to retirement matters.

C. The County agrees to make available to the Union upon request copies of any personnel list the County maintains regarding seniority or classification changes.

VII. <u>Posting Process</u>

A. <u>Seniority List Posting</u>

Lists showing seniority within the County and seniority within classification shall be provided to the Union, posted electronically, and posted on Union bulletin boards in work units where employees do not have readily available computer access, on or about March 1st of each year or anytime an employee or employees are notified that their position(s) is being eliminated. Employees may request a copy of the seniority list from their department human resources unit at any time.

B. <u>Seniority List Appeals</u>

1. Employees who have concerns about the calculation of their seniority shall notify Central Human Resources with a copy to the Union. If an employee's concerns remain unresolved, the Union may file a formal written grievance at Step 3 of the grievance procedure within thirty (30) days of his or her initial consultation with Central Human Resources. If no grievance is filed within the thirty (30) days, the seniority calculation is deemed correct and no grievances may be filed on that issue at a later date. If a Step 3 grievance is filed, and Central Human Resources denies the grievance by upholding the seniority calculation, the Union may exercise its' right to move the issue to arbitration in accordance with Article 18, Section III. If the Union chooses to not move the issue to arbitration by making such a request within fifteen (15) days of the Step 3 response, the seniority calculation will be deemed correct and no grievances may be filed on the issue again in the future.

2. Employees may only file grievances over seniority calculations that have been accrued since the effective date of the previous contract. (For example, in the 2017-2020 contract, employees may only file grievances over seniority that has been accrued since the July 1, 2014, which is the effective date of the 2014-2017 contract.)

3. Seniority dates will be frozen during the bumping/layoff process consistent with the release of the Chair's Executive Budget.

4. When a seniority date is changed due to a grievance, the affected employees and the Union shall receive written notification of the new seniority ranking for the affected classification.

VIII. <u>Seniority of and Bumping by Non-Bargaining Unit Employees and Other Bargaining Units</u>

Except as returning to a previously held classification failing a Promotional Trial Service period, non-bargaining unit employees (non-represented or a member of another bargaining unit) may not bump or deny a bump option to current regular status Local 88 bargaining unit

members even if the non-bargaining unit employee has greater length of County employment or greater length of service in the bargaining unit.

IX. Special Provisions to Save Employees from Layoff - Project Save

It is recognized by the parties that employees who are to be laid off or involuntarily demoted because of their seniority within a classification within a department face difficult circumstances in being placed in alternative employment within the County. Any such employee who is placed in a classification not previously held shall be subject to a trial service period of ninety (90) days to demonstrate his or her ability to perform or fulfill the requirements of the new classification. Employees who refuse an offer to be placed in alternative employment will not be deemed to have waived their bumping rights or right to placement on the recall list. Employees who, in the opinion of the County, are unsuccessful during this ninety (90) day trial service period will be removed from their new classification and placed on the appropriate recall list. Such employees shall continue to be eligible for placement under the provisions of this section as long as alternative employment opportunities are being explored by management for affected employees.

ARTICLE 22
SHIFT AND WORK ASSIGNMENT

I. Vacancy

A vacancy shall exist when:

A. The employee assigned to a budgeted position abandons such position because of transfer, promotion, or demotion to another position or County agency; or upon voluntary or involuntary termination of County employment;

B. Additional budgeted positions are allocated;

C. Workload requirements necessitate reallocation of duties for a period in excess of ninety (90) days, as, for example, a training assignment or assignment to another unit with a workload issue;

D. When an employee is on unpaid leave that will exceed ninety (90) days.

II. Temporary and Short Term Work Assignments

A. Ninety Days or Less (Short Term Assignments) and Employee Rotation Plans

Work assignments and employee rotation plans of ninety (90) days or less shall be solely at the discretion of management. Following such a short term assignment, the employee will be returned to his or her regular assignment.

To further employee development or motivation, the County may rotate employees in the same classification between job assignments within a work unit or between work units, subject to the following limitations:

1. Any such rotation plan shall be posted ten (10) days in advance with a copy provided to the Union.

2. The terms and criteria of the rotation plan shall apply to all employees in the affected job classification within a work unit or work units.

B. Six Months or Less (Temporary Assignments)

If the work assignment is for more than ninety (90) days, but no longer than six (6) months, it shall be deemed a temporary assignment, and shall be filled in the following manner:

1. Management will provide employees a notice of the assignment, the person to contact, and the deadline for consideration.

2. The assignment may be made on the basis of seniority, expressions of preference or by other job related criteria established by management.

3. Following such a temporary assignment, the employee will be returned to his or her regular assignment.

III. <u>Regular Shift/Work Assignment</u>

A regular vacancy is a vacancy determined by management to be for a duration of over six (6) months. Whenever there is more than one (1) shift or work assignment within the same job classification within a work unit, regular vacancies shall be filled in the following manner:

A. Management will provide employees a notice of such vacancy for at least seven (7) days, the person to contact, and the deadline for consideration.

B. The vacancy shall be filled on the basis of Job Class Seniority (as defined in Article 2.VI) for the job classification in which the vacancy exists, provided the employee is able to perform the work in question and has indicated his or her preference in writing.

C. Exceptions to seniority preference assignment may be made in the following situations:

1. In regard to work assignment only, when a less senior employee is substantially more qualified for the position in question.

2. In regard to work assignment only, when a less senior employee is assigned a job for reasons other than in “Section III.C.1” above, such reasons shall be put in writing by the manager making the assignment. Such assignment shall not be for arbitrary or capricious reasons.

3. In regard to both shift and work assignment, where bona fide job related requirements for a balance of experienced and non-experienced personnel exists between shifts or work assignments in a work unit, management may temporarily delay the senior employee's shift or work assignment for up to six (6) months to allow new or less senior employees to obtain necessary experience.

D. In the event no expression of preference exists for a shift or work assignment, management may fill a vacancy with the qualified employee with the least seniority in the job class in the work unit. Involuntary changes in shift assignment shall require ten (10) days advance written notice to the affected employee.

E. When a new work assignment with substantially different duties is created, it shall be posted for ten (10) days to permit employees to indicate their preference for the assignment.

IV. <u>Transfers</u>

A. Following the work unit assignment process described in Section III of this Article, if the classification is utilized elsewhere in the Department and/or County, the five (5)

employees who are currently assigned to and have the most seniority in the job classification, who are qualified for and interested in the specific position, shall be interviewed for the vacancy, provided they have requested consideration for a transfer as required under Multnomah County Personnel Rule (MCPR) 5-40. Those on the applicable Class Transfer List shall be notified of the opening.

B. Departments are not obligated to interview the five (5) most senior employees on the transfer list prior to considering other applicants and/or employees requesting transfer.

C. If a Department elects to consider Department employees from outside the work unit for lateral transfer prior to announcing the job, the Department must also interview the five (5) most senior employees on the countywide transfer list who are qualified for and interested in the position at the same time.

D. If a Department elects to fill vacancies through an internal or external recruitment, the five (5) most senior employees on the transfer list who are qualified and interested will be interviewed, with consideration given to other qualified applicants on the certified eligibles list, and qualified employees on either the County or Department transfer list.

E. Prior to issuing an open competitive recruitment for a vacancy, the hiring manager will review any active recall lists and determine if the vacancy should be announced for internal applications first, in order to provide employees on recall lists the opportunity to be considered.

V. Trial Service Periods

A trial service period applies when a regular employee begins a new work assignment, including lateral transfers, equivalent transfers, and demotion to another classification. The employee will serve a trial service period of one-hundred and twenty (120) days to demonstrate his or her ability to fulfill the requirements of the assignment. At any time during a trial service period, an employee who does not satisfactorily fulfill the requirements of the assignment shall be returned to his or her previous work assignment. Such determination of satisfactory performance within the one-hundred and twenty (120) day trial service period will be made by management.

VI. Training Positions

A. Vacancies

Training Programs may be established when a position or specialty is difficult to fill; to develop knowledge, skills or abilities for existing or new employees; or to aid in workforce succession planning. The County may fill a vacancy with a trainee for up to twelve (12) months

to develop knowledge, skills, or abilities for existing or new employees. When required to meet the minimum qualifications for a position, trainee appointments may be made for up to twenty-four (24) months. Training appointments in excess of twenty-four (24) months require written consent of the Union prior to the appointment. Training positions will be governed by MC Personnel Rule 5-30-030, Training Programs.

B. <u>Recruitment of Trainees</u>

Applications for training positions will be considered in the following order within a recruitment process:

1. Regular employees within a Department.

2. Regular employees Countywide.

3. Open Competitive.

C. <u>Eligibility</u>

Employees who have completed an initial probationary period in accordance with Article 2.XI are eligible for training positions. Employees are not eligible for training positions if they have:

1. A performance appraisal issued within the previous twelve (12) months which includes ratings at not meeting expectations/needs improvement.

2. There is discipline at or above the written reprimand level within the last twenty-four (24) months.

D. <u>Compensation during Training Program</u>

1. The wage rate for a trainee in a training program will be the equivalent of one (1) step or three percent (3%) below the minimum of the pay range for the budgeted position. Regular employees whose pay is at or above the minimum of the pay range for the budgeted position's classification will not have their pay reduced, but shall not receive a pay increase at time of appointment.

2. Employees in a training program shall receive a one (1) step increase on the anniversary date of appointment to their training program in accordance with Article 15.II.B.

3. On successful completion of the training program, the employee is eligible for a promotional increase as stated in subsection E.2.

E. <u>Completion of Training Program</u>

1. Upon successful completion of the training program and attainment of minimum qualifications, the employee will be promoted non-competitively as authorized by

MCC 9.150 into the budgeted position's classification. The lateral transfer provisions outlined in Sections III and IV above will not apply in such cases.

2. Upon promotion to the budgeted position, the employee's pay will be governed by the promotional policy in Article 15.II.C.The trainee classification will be considered the base classification for purposes of determining the employee's pay rate following promotion.

3. Employees who are promoted after the completion of a training program will be subject to a promotional probationary period in accordance with the provisions in Article 2.XII.

4. If the promotional probationary period is not successfully completed, the employee will not have rights to return to the trainee classification. A regular employee will be returned to the classification held immediately prior to the training program as described in subsection F.

5. On successful completion of a training program, an employee will be credited class seniority for the time in the training program. Regular employees who do not successfully complete a training program will have class seniority credited to their prior classification.

F. <u>Termination of the Training Program</u>

The Department or employee may end the training assignment at any time with ten (10) day written notice to the other party and to the department from which the employee came. The decision to end the training assignment is not subject to the grievance procedure. A regular employee will be returned to his or her classification and salary held immediately prior to the training position. If there is no vacancy for which the employee is qualified in the classification held by the employee immediately prior to the training program, the employee will be laid off in accordance with Article 21.

VII. <u>Hiring and Promotion Processes</u>

The participation of individuals from diverse backgrounds and demographic groups in the hiring and promotion process is ideal for recruiting and retaining a diverse workforce that reflects the community Multnomah County serves. At the same time, hiring and promotion processes are statutorily and contractually reserved management rights.

In furtherance of County diversity and equity goals in balance with County rights and responsibilities regarding hiring and promotion processes, the parties agree:

A. The County will allow paid release time for employees that it selects to participate on hiring panels;

B. The County will publicize to employees and managers its encouragement of inclusion of employees from diverse backgrounds and demographic groups in hiring panels, and direct managers to consider employees who have expressed an interest in participation when establishing a hiring panel;

C. The County will continue developing implicit bias interruption strategies for inclusion in the panel training toolbox; and

D. The parties will participate in good faith in Workforce Equity Committee engagement to identify additional mutual hiring and promotion process agreements.

VIII. Work Unit and Work Assignment Determination and Specification

A. Departmental Determination

1. Each Department, either directly at the Departmental level, or by delegation, shall determine the work units and work assignment structure of its organization and may change this determination from time to time to reflect changes in the organization's structure and/or needs. For example, a Department which has defined its service delivery sites as work units, and major functions within those sites as work unit assignments, may choose to treat the entire Department as a work unit with the site locations as work assignments. Whenever practicable, to ensure communication with employees and discussion of the implementation process and/or of alternatives, the Department will notify the Union thirty (30) days in advance of any planned change in the determination of work units.

2. When changes in the Department structure and/or needs result in the need to make changes to employees geographic work locations, shift or days, management will seek qualified volunteers from the affected shift, schedule or geographic work location. Assignments will be made on the basis of seniority, unless the provisions of "Section III" of this article apply. If there are no qualified volunteers for the change, the qualified employee with the least seniority in the job class at that location shall be moved with no less than a fifteen (15) working day notice period.

B. Listing of Units

In order to assist the Union in enforcing the terms of the Agreement both in this article as well as in others, the County will provide on or about April first (1st) of each year a comprehensive listing of all work units within the County by Department.

ARTICLE 23
PERSONNEL RULES AND RECORDS

I. Personnel Rules

Changes to the Personnel Rules will be submitted to the Union for review and recommendation prior to their adoption.

II. Personnel Records and Information

A. Definition

For purposes of this section, "personnel file" refers to the formal file of personnel documents maintained by Central Human Resources and/or by the employee's department or division.

B. Access to Personnel File Materials

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

2. An employee will be given a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.

C. Removal of File Materials

1. Letters of reprimand:

a. An employee may request and have removed from his or her personnel file any letter of reprimand which is more than two (2) years old. Letters of reprimand which are eligible for removal under this provision but have not yet been removed will not be considered in any subsequent disciplinary action.

b. Oral reprimands will not be memorialized in writing and will not be placed in the employee personnel file. If there has been no subsequent discipline issued since the oral reprimand was given, oral reprimands which are more than two (2) years old will not be considered in any subsequent discipline.

2. Letters imposing other discipline:

a. Single disciplinary acts

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

b. <u>Multiple disciplinary acts</u>

If there is more than one (1) letter imposing discipline which is more severe than a letter of reprimand on file, none of the letters may be removed until the most recent letter is more than five (5) years old. At that time it and all previous disciplinary letters will be removed from the employee's personnel file upon request. For the purposes of this subsection "letter" includes all attachments. Disciplinary actions which are eligible for removal under this provision but have not yet been removed will not be considered in any subsequent disciplinary action.

ARTICLE 24
GENERAL PROVISIONS

I. No Discrimination

A. Contractually Prohibited Discrimination

1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, sexual orientation, political affiliation, gender identity, source of income or family status. It is further agreed that there will be no discrimination against a person with a disability unless bona fide job related reasons exist as provided by the Americans with Disabilities Act and rules promulgated under its terms.

2. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement; provided that this responsibility shall be limited to those matters under the Union's influence or control, including but not limited to the behavior of shop Stewards and the contents of Union bulletin boards.

B. Legally Prohibited Discrimination and County Complaint Procedure

The County will maintain a complaint procedure for allegations of discrimination in violation of law.

II. No Prejudicial Harassment

A. Prejudicial Acts Prohibited

1. The County and the Union shall not condone and/or tolerate prejudicial remarks, actions, slurs, and jokes directed at, or expressed, or any other form of micro-aggression, that are offensive to persons with disabilities, racial minority persons, persons having certain religious preferences or sexual orientation, or gender identity, or persons of a certain national origin or certain familial status or source of income.

2. Micro-aggressions are defined as commonplace and casual verbal, behavioral, or environmental indignities and denigration, often unintentional or unconscious that repeat or reaffirm stereotypes and convey negative or derogatory messages based on the recipient's status in a racial minority or other non-dominant culture group.

B. Sexual Harassment Prohibited

No employee(s) shall be subjected to unwelcome sexual advances, requests for sexual favors, or any form of verbal or physical conduct of a sexual nature that is offensive, hostile or intimidating that interferes with the work performance of such employee(s).

C. The County shall make an individual trained in mediation available to any employee wishing to address the relationship between themselves and the individual alleged to have engaged in the prohibited conduct, whether or not that behavior resulted in discipline. Participation requires the consent of both parties.

D. The County will report all complaints raised by Local 88 represented employees alleging a violation of Article 24.I and II to the Union at the email address **cabi@afscmelocal 88.org**.

III. <u>Rules</u>

A. All work rules shall be subject to discussion with the Union before becoming effective. All new rules and proposed changes to rules, which involve mandatory subjects of bargaining or which impact mandatory subjects of bargaining, shall be sent to the Union at the e-mail address **cabi@afscmelocal88.org**. This applies to both County and Department rules.

B. The County will provide new employees a copy of the Agreement and applicable rules at time of hire.

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

D. Any dispute as to the reasonableness of any new rule, or any dispute involving discrimination in the application of new or existing rules may be resolved through the grievance procedure beginning at Step 3.

E. Except in emergencies, all work rules shall be posted on bulletin boards for a period of ten (10) consecutive work days prior to becoming effective.

IV. <u>Changes in Existing Conditions</u>

A. For the purpose of this Agreement, the term, "existing working conditions," means practices which have been:

1. Consistent;

2. Clearly acted upon; and

3. Readily ascertainable over a reasonable period of time as mutually accepted by the parties.

B. Existing working conditions shall be changed only after the Union has been afforded opportunity to make suggestions and shall not be for arbitrary or capricious reasons. The County shall post changes in existing working conditions prominently on all bulletin boards for a period of not less than fourteen (14) days before the changes are to be effective.

C. Disputes regarding the change of existing working conditions shall be resolved through the grievance procedure beginning at Step 3.

D. No payment of monies made in error, or not authorized by proper authority, shall be considered an existing condition. Such payments shall be governed by Article 14, “Section VIII”.

E. Conditions relative to and governing working conditions of a particular nature are contained in Addenda B through K to this Agreement, which are attached and by this reference made a part hereof as though fully set forth herein.

V. Uniforms and Protective Clothing

A. Application to Employees Generally

If an employee is required to wear a uniform, protective clothing, or any type of protective device, such uniform, protective clothing, protective device, or equipment shall be furnished by the County; the cost of initial tailoring and repair of the uniform or protective clothing, or device shall be paid by the County, in accordance with the current practice.

B. Coveralls and Boots

All Heavy Equipment Operators, when required to service heavy equipment on the job shall be provided coveralls, laundered as needed, by the County. Employees who are working under such conditions as to make protective rubber boots necessary shall be provided with those boots by the County. Coveralls or smocks will be provided in other jobs in accordance with existing practices.

VI. Loss of Personal Property

A. Procedure for Advancing Claims

Employees who suffer a loss of personal property on County premises shall be provided a claims form by the Risk Management Division upon request. Premises, for this purpose, are defined as County facilities and vehicles. The Risk Management Division shall provide the requesting employee with a determination in writing by the County of the legal liability the County may have in the matter. The County will pay claims for which it determines it has legal liability.

B. Exclusion of Personal Vehicles

Personal vehicles are expressly excluded from this provision. Loss or damage to employees' personal vehicles is the sole responsibility of the employee.

C. Bed Bugs

The County will reimburse an employee up to five hundred ($500) for the cost of eradicating bed bugs from their home and personal property as well as up to three (3) paid leave days to deal with the problem. To be eligible for both the reimbursement for eradication and paid leave time, it must be documented including verification from a secondary source that the employee came into contact with bed bugs in the line of duty.

VII. <u>Sustainability in the Workplace</u>

The Employer and the Union agree to work toward workplace policies and practices that are in alignment with the Multnomah County Board adopted sustainability principles. Therefore the parties affirm, according to their respective responsibilities, their shared commitment to integrating sustainability in the workplace, use of alternative modes of transportation, and supporting these values in the community. Nothing in this section creates a right of grievance by AFSCME Local 88.

ARTICLE 25
SAVINGS CLAUSE AND FUNDING

I. 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 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 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 hereof.

II. Funding

A. The parties recognize that revenue needed to fund the wages and benefits and budget related existing conditions provided by the Agreement must be approved annually by established budget procedures. All such wages, benefits, and budget related conditions are, therefore, contingent upon sources of revenue and annual budget certification by the Tax Supervising and Conservation Committee. The County has no intention of cutting the wages, benefits, or budget related existing conditions 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.

B. The Board of County Commissioners agrees to include in its annual budget amounts sufficient to fund the wages, benefits, and budget related existing conditions provided by this Agreement, but makes no guarantee as to the certification of such budget pursuant to established budget procedures under Oregon law.

C. In the event of a delay in such certification, the County will make every reasonable effort to correct whatever budget deficiencies that 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 26
ENTIRE AGREEMENT

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

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

ARTICLE 27
TERMINATION

This Agreement shall be effective as of the first (1st) day of July, 2017 unless otherwise provided herein, and shall remain in full force and effect through the thirtieth (30th) day of June, 2020. This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no later than January 31, 2020 that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

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IN WITNESS WHEREOF, The Parties hereto have set their hands this 15th day February, 2018

MULTNOMAH COUNTY EMPLOYEES UNION, LOCAL 88, AFSCME, AFL-CIO:

By "Percy Winters, Jr."
Percy Winters Jr., President

By
Raymond De Silva, Vice President

By
Korie Erickson, Secretary

By
Matthew Davis, Treasurer

NEGOTIATED BY:

By
Eben Pullman
Council Representative
AFSCME Council 75

By
Steve Herron
Labor Relations Director
Multnomah County, Oregon

MULTNOMAH COUNTY, OREGON

By
Deborah Kafoury, Chair

By
Sharon Meieran, Commissioner

By
Loretta Smith, Commissioner

By Jessica Vega Pederson
Jessica Vega Pederson, Commissioner

By Lori Stegmann
Lori Stegmann, Commissioner

By
Steve March, Auditor

By
Rod Underhill, District Attorney

By
Michael Reese, Sheriff

REVIEWED:
Jenny Madkour, County Attorney
For Multnomah County, Oregon

By
Kathryn A. Short
Assistant County Attorney

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ADDENDUM A
CLASSIFICATIONS INCLUDED IN THE BARGAINING UNIT WITH PAY RANGES

I. Listing of Classifications

Classifications included in the bargaining unit are listed by title in Table I. Bargaining Unit Classifications and Wage Ranges, July 1, 2018.

It is understood between the parties that the attached listings of bargaining unit classifications and pay ranges are a good faith effort at a comprehensive listing of all classifications and salary ranges in effect on July 1, 2018. These listings are subject to correction if errors in inclusion, exclusion or calculation are discovered.

ADDENDUM A ; Classifications, Rates & Ranges

Rates shown represent a 3.6 % COLA or a minimum $0.60 cent increase effective July 1, 2018

Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6025	A&T Collection Specialist	19	23.02	23.67	24.37	25.08	25.82	26.56	27.36	28.13
6450	A&T Technician 1	15	20.48	21.08	21.70	22.36	23.02	23.67	24.37	25.08
6451	A&T Technician 2	18	22.36	23.02	23.67	24.37	25.08	25.82	26.56	27.36
6291	Addictions Specialist	21	24.37	25.08	25.82	26.56	27.36	28.13	29.00	29.84
6033	Administrative Analyst	26	28.13	29.00	29.84	30.71	31.62	32.54	33.56	34.52
6035	Alarm Ordinance Coordinator	19	23.02	23.67	24.37	25.08	25.82	26.56	27.36	28.13
6062	Animal Care Aide	7	16.34	16.78	17.27	17.76	18.26	18.78	19.33	19.88
6065	Animal Care Technician	12	18.78	19.33	19.88	20.48	21.08	21.70	22.36	23.02
6072	Animal Control Dispatcher	14	19.88	20.48	21.08	21.70	22.36	23.02	23.67	24.37
6069	Animal Control Officer 1	14	19.88	20.48	21.08	21.70	22.36	23.02	23.67	24.37
6067	Animal Control Officer 2	19	23.02	23.67	24.37	25.08	25.82	26.56	27.36	28.13
6061	Animal Control Officer 3	22	25.08	25.82	26.56	27.36	28.13	29.00	29.84	30.71
6105	Arborist/Vegetation Specialist	23	25.82	26.56	27.36	28.13	29.00	29.84	30.71	31.62
6248	Background Investigator	25	27.36	28.13	29.00	29.84	30.71	31.62	32.54	33.56
6344	Basic Skills Educator	23	25.82	26.56	27.36	28.13	29.00	29.84	30.71	31.62
6181	Body and Fender Technician	20	23.67	24.37	25.08	25.82	26.56	27.36	28.13	29.00
6060	Bridge Maintenance Specialist	23	25.82	26.56	27.36	28.13	29.00	29.84	30.71	31.62
6059	Bridge Operator	10	17.76	18.26	18.78	19.33	19.88	20.48	21.08	21.70
6026	Budget Analyst	31	32.54	33.56	34.52	35.55	36.64	37.75	38.89	40.05
6055	Business Analyst Senior	42	45.12	46.43	47.84	49.27	50.76	52.28	53.87	55.46
6501	Business Process Consultant	33	34.52	35.55	36.64	37.75	38.89	40.05	41.25	42.50
6147	Carpenter	25	27.36	28.13	29.00	29.84	30.71	31.62	32.54	33.56
6299	Case Management Assistant	12	18.78	19.33	19.88	20.48	21.08	21.70	22.36	23.02
6298	Case Manager 1	16	21.08	21.70	22.36	23.02	23.67	24.37	25.08	25.82
6297	Case Manager 2	21	24.37	25.08	25.82	26.56	27.36	28.13	29.00	29.84
6296	Case Manager Senior	24	26.56	27.36	28.13	29.00	29.84	30.71	31.62	32.54

ADDENEDUM A ; Classifications, Rates & Ranges
Rates shown represent a 3.6 % COLA or a minimum $0.60 cent increase effective July 1, 2018

Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6003	Clerical Unit Coordinator	19	23.02	23.67	24.37	25.08	25.82	26.56	27.36	28.13
6036	Clinical Coordinator	31	32.54	33.56	34.52	35.55	36.64	37.75	38.89	40.05
6318	Clinical Psychologist	35	36.64	37.75	38.89	40.05	41.25	42.50	43.76	45.12
6295	Clinical Services Specialist	28	29.84	30.71	31.62	32.54	33.56	34.52	35.55	36.64
6046	Community Health Specialist 1	12	18.78	19.33	19.88	20.48	21.08	21.70	22.36	23.02
6047	Community Health Specialist 2	16	21.08	21.70	22.36	23.02	23.67	24.37	25.08	25.82
6013	Community Information Specialist	17	21.70	22.36	23.02	23.67	24.37	25.08	25.82	26.56
6267	Community Works Leader	19	23.02	23.67	24.37	25.08	25.82	26.56	27.36	28.13
6015	Contract Specialist	25	27.36	28.13	29.00	29.84	30.71	31.62	32.54	33.56
6031	Contract Specialist Senior	31	32.54	33.56	34.52	35.55	36.64	37.75	38.89	40.05
6011	Contract Technician	15	20.48	21.08	21.70	22.36	23.02	23.67	24.37	25.08
6260	Cook	12	18.78	19.33	19.88	20.48	21.08	21.70	22.36	23.02
6268	Corrections Counselor	26	28.13	29.00	29.84	30.71	31.62	32.54	33.56	34.52
6264	Corrections Hearings Officer	28	29.84	30.71	31.62	32.54	33.56	34.52	35.55	36.64
6266	Corrections Technician	18	22.36	23.02	23.67	24.37	25.08	25.82	26.56	27.36
7232	Creative Media Coordinator	25	27.36	28.13	29.00	29.84	30.71	31.62	32.54	33.56
6073	Data Analyst	26	28.13	29.00	29.84	30.71	31.62	32.54	33.56	34.52
6456	Data Analyst Senior	32	33.56	34.52	35.55	36.64	37.75	38.89	40.05	41.25
6074	Data Technician	18	22.36	23.02	23.67	24.37	25.08	25.82	26.56	27.36
6407	Database Administrator	37	38.89	40.05	41.25	42.50	43.76	45.12	46.43	47.84
6408	Database Administrator Senior	42	45.12	46.43	47.84	49.27	50.76	52.28	53.87	55.46
6346	Dental Assistant (EFDA)	14	19.88	20.48	21.08	21.70	22.36	23.02	23.67	24.37
6349	Dental Equipment Specialist	21	24.37	25.08	25.82	26.56	27.36	28.13	29.00	29.84
6348	Dental Hygienist	31	32.54	33.56	34.52	35.55	36.64	37.75	38.89	40.05
6282	Deputy Medical Examiner	23	25.82	26.56	27.36	28.13	29.00	29.84	30.71	31.62
6292	Deputy Public Guardian	27	29.00	29.84	30.71	31.62	32.54	33.56	34.52	35.55
6405	Development Analyst	36	37.75	38.89	40.05	41.25	42.50	43.76	45.12	46.43

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Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6406	Development Analyst Senior	42	45.12	46.43	47.84	49.27	50.76	52.28	53.87	55.46
6340	Dietitian (Nutritionist)	26	28.13	29.00	29.84	30.71	31.62	32.54	33.56	34.52
6278	Digital Forensics Examiner	28	29.84	30.71	31.62	32.54	33.56	34.52	35.55	36.64
6024	Disease Intervention Specialist	19	23.02	23.67	24.37	25.08	25.82	26.56	27.36	28.13
6249	District Attorney Investigator	30	31.62	32.54	33.56	34.52	35.55	36.64	37.75	38.89
6124	Driver	10	17.76	18.26	18.78	19.33	19.88	20.48	21.08	21.70
6052	Economic Development Analyst	34	35.55	36.64	37.75	38.89	40.05	41.25	42.50	43.76
6300	Eligibility Specialist	16	21.08	21.70	22.36	23.02	23.67	24.37	25.08	25.82
6235	Engineer 1	32	33.56	34.52	35.55	36.64	37.75	38.89	40.05	41.25
6236	Engineer 2	36	37.75	38.89	40.05	41.25	42.50	43.76	45.12	46.43
6311	Engineer 3	40	42.50	43.76	45.12	46.43	47.84	49.27	50.76	52.28
6231	Engineering Technician 1	19	23.02	23.67	24.37	25.08	25.82	26.56	27.36	28.13
6232	Engineering Technician 2	23	25.82	26.56	27.36	28.13	29.00	29.84	30.71	31.62
6233	Engineering Technician 3	28	29.84	30.71	31.62	32.54	33.56	34.52	35.55	36.64
6356	Environmental Health Specialist	26	28.13	29.00	29.84	30.71	31.62	32.54	33.56	34.52
6358	Environmental Health Specialist Senior	31	32.54	33.56	34.52	35.55	36.64	37.75	38.89	40.05
6354	Environmental Health Specialist Trainee	22	25.08	25.82	26.56	27.36	28.13	29.00	29.84	30.71
6360	Epidemiologist	29	30.71	31.62	32.54	33.56	34.52	35.55	36.64	37.75
6361	Epidemiologist Senior	34	35.55	36.64	37.75	38.89	40.05	41.25	42.50	43.76
6107	Equipment Property Technician	19	23.02	23.67	24.37	25.08	25.82	26.56	27.36	28.13
6005	Executive Specialist	20	23.67	24.37	25.08	25.82	26.56	27.36	28.13	29.00
6097	Facilities Maint Dispatch Scheduler	23	25.82	26.56	27.36	28.13	29.00	29.84	30.71	31.62
6010	Facilities Specialist 1	22	25.08	25.82	26.56	27.36	28.13	29.00	29.84	30.71
6017	Facilities Specialist 2	29	30.71	31.62	32.54	33.56	34.52	35.55	36.64	37.75
6016	Facilities Specialist 3	32	33.56	34.52	35.55	36.64	37.75	38.89	40.05	41.25
6258	Facility Security Officer	18	22.36	23.02	23.67	24.37	25.08	25.82	26.56	27.36
6029	Finance Specialist 1	21	24.37	25.08	25.82	26.56	27.36	28.13	29.00	29.84

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Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6030	Finance Specialist 2	26	28.13	29.00	29.84	30.71	31.62	32.54	33.56	34.52
6032	Finance Specialist Senior	32	33.56	34.52	35.55	36.64	37.75	38.89	40.05	41.25
6027	Finance Technician	15	20.48	21.08	21.70	22.36	23.02	23.67	24.37	25.08
6184	Fleet & Support Services Specialist	14	19.88	20.48	21.08	21.70	22.36	23.02	23.67	24.37
6179	Fleet Maintenance Technician 1	11	18.26	18.78	19.33	19.88	20.48	21.08	21.70	22.36
6180	Fleet Maintenance Technician 2	16	21.08	21.70	22.36	23.02	23.67	24.37	25.08	25.82
6182	Fleet Maintenance Technician 3	22	25.08	25.82	26.56	27.36	28.13	29.00	29.84	30.71
6261	Food Service Worker	2	15.00	15.00	15.07	15.49	15.89	16.34	16.78	17.27
6081	GIS Technician	22	25.08	25.82	26.56	27.36	28.13	29.00	29.84	30.71
6082	GIS Technician Senior	26	28.13	29.00	29.84	30.71	31.62	32.54	33.56	34.52
6293	Health Assistant 1	9	17.27	17.76	18.26	18.78	19.33	19.88	20.48	21.08
6294	Health Assistant 2	11	18.26	18.78	19.33	19.88	20.48	21.08	21.70	22.36
6352	Health Educator	23	25.82	26.56	27.36	28.13	29.00	29.84	30.71	31.62
6321	Health Information Technician	17	21.70	22.36	23.02	23.67	24.37	25.08	25.82	26.56
6322	Health Information Technician Senior	20	23.67	24.37	25.08	25.82	26.56	27.36	28.13	29.00
6510	Health Policy Analyst Senior	33	34.52	35.55	36.64	37.75	38.89	40.05	41.25	42.50
6320	Health Resident (Represented)	16	21.08	21.70	22.36	23.02	23.67	24.37	25.08	25.82
6083	Housing Development Specialist	26	28.13	29.00	29.84	30.71	31.62	32.54	33.56	34.52
6103	Human Resources Analyst 2	29	30.71	31.62	32.54	33.56	34.52	35.55	36.64	37.75
6101	Human Resources Technician	19	23.02	23.67	24.37	25.08	25.82	26.56	27.36	28.13
6301	Human Services Investigator	25	27.36	28.13	29.00	29.84	30.71	31.62	32.54	33.56
6413	IT Architect	44	47.84	49.27	50.76	52.28	53.87	55.46	57.11	58.88
6194	IT Business Consultant	33	34.52	35.55	36.64	37.75	38.89	40.05	41.25	42.50
6198	IT Business Consultant Senior	39	41.25	42.50	43.76	45.12	46.43	47.84	49.27	50.76
6415	Information Specialist 1	21	24.37	25.08	25.82	26.56	27.36	28.13	29.00	29.84
6416	Information Specialist 2	27	29.00	29.84	30.71	31.62	32.54	33.56	34.52	35.55
6417	Information Specialist 3	31	32.54	33.56	34.52	35.55	36.64	37.75	38.89	40.05

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Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6109	Inventory/Stores Specialist 1	13	19.33	19.88	20.48	21.08	21.70	22.36	23.02	23.67
6110	Inventory/Stores Specialist 2	18	22.36	23.02	23.67	24.37	25.08	25.82	26.56	27.36
6104	Inventory/Stores Specialist 3	20	23.67	24.37	25.08	25.82	26.56	27.36	28.13	29.00
6280	Investigative Support Specialist	18	22.36	23.02	23.67	24.37	25.08	25.82	26.56	27.36
6285	Juvenile Counseling Assistant	22	25.08	25.82	26.56	27.36	28.13	29.00	29.84	30.71
6272	Juvenile Counselor	27	29.00	29.84	30.71	31.62	32.54	33.56	34.52	35.55
6095	Laborer	3	15.00	15.07	15.49	15.89	16.34	16.78	17.27	17.76
6243	Legal Assistant 1	15	20.48	21.08	21.70	22.36	23.02	23.67	24.37	25.08
6246	Legal Assistant 2	20	23.67	24.37	25.08	25.82	26.56	27.36	28.13	29.00
6241	Legal Assistant Senior	23	25.82	26.56	27.36	28.13	29.00	29.84	30.71	31.62
7222	Librarian	26	28.13	29.00	29.84	30.71	31.62	32.54	33.56	34.52
7212	Library Access Services Assistant	5	15.49	15.89	16.34	16.78	17.27	17.76	18.26	18.78
7211	Library Assistant	16	21.08	21.70	22.36	23.02	23.67	24.37	25.08	25.82
7202	Library Clerk	10	17.76	18.26	18.78	19.33	19.88	20.48	21.08	21.70
7223	Library Outreach Specialist	23	25.82	26.56	27.36	28.13	29.00	29.84	30.71	31.62
6117	Library Safety Officer	15	20.48	21.08	21.70	22.36	23.02	23.67	24.37	25.08
6100	Lighting Technician	19	23.02	23.67	24.37	25.08	25.82	26.56	27.36	28.13
6149	Locksmith	21	24.37	25.08	25.82	26.56	27.36	28.13	29.00	29.84
6108	Logistics Evidence Technician	19	23.02	23.67	24.37	25.08	25.82	26.56	27.36	28.13
6150	MCSO Records Technician	16	21.08	21.70	22.36	23.02	23.67	24.37	25.08	25.82
6176	Maintenance Specialist 1	18	22.36	23.02	23.67	24.37	25.08	25.82	26.56	27.36
6177	Maintenance Specialist 2	22	25.08	25.82	26.56	27.36	28.13	29.00	29.84	30.71
6175	Maintenance Specialist Apprentice	15	20.48	21.08	21.70	22.36	23.02	23.67	24.37	25.08
6096	Maintenance Specialist Senior	24	26.56	27.36	28.13	29.00	29.84	30.71	31.62	32.54
6092	Maintenance Worker	12	18.78	19.33	19.88	20.48	21.08	21.70	22.36	23.02
6369	Marriage and Family Counselor	30	31.62	32.54	33.56	34.52	35.55	36.64	37.75	38.89
6309	Marriage and Family Counselor Associate	26	28.13	29.00	29.84	30.71	31.62	32.54	33.56	34.52
6012	Medical Assistant	13	19.33	19.88	20.48	21.08	21.70	22.36	23.02	23.67

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Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6333	Medical Laboratory Technician	21	24.37	25.08	25.82	26.56	27.36	28.13	29.00	29.84
6335	Medical Technologist	22	25.08	25.82	26.56	27.36	28.13	29.00	29.84	30.71
6304	Medication Aide (CNA)	13	19.33	19.88	20.48	21.08	21.70	22.36	23.02	23.67
6365	Mental Health Consultant	28	29.84	30.71	31.62	32.54	33.56	34.52	35.55	36.64
6125	Motor Pool Attendant	9	17.27	17.76	18.26	18.78	19.33	19.88	20.48	21.08
6201	Multimedia/Video Production Specialist	28	29.84	30.71	31.62	32.54	33.56	34.52	35.55	36.64
6410	Network Administrator Senior	42	45.12	46.43	47.84	49.27	50.76	52.28	53.87	55.46
6359	Nuisance Enforcement Officer	25	27.36	28.13	29.00	29.84	30.71	31.62	32.54	33.56
6342	Nutrition Assistant	14	19.88	20.48	21.08	21.70	22.36	23.02	23.67	24.37
6000	Office Assistant 1	5	15.49	15.89	16.34	16.78	17.27	17.76	18.26	18.78
6001	Office Assistant 2	10	17.76	18.26	18.78	19.33	19.88	20.48	21.08	21.70
6002	Office Assistant Senior	15	20.48	21.08	21.70	22.36	23.02	23.67	24.37	25.08
6500	Operations Process Specialist	26	28.13	29.00	29.84	30.71	31.62	32.54	33.56	34.52
6286	Pathologist Assistant	21	24.37	25.08	25.82	26.56	27.36	28.13	29.00	29.84
6270	Peer Support Specialist	13	19.33	19.88	20.48	21.08	21.70	22.36	23.02	23.67
6119	Pharmacy Technician	13	19.33	19.88	20.48	21.08	21.70	22.36	23.02	23.67
6068	Planner 1	25	27.36	28.13	29.00	29.84	30.71	31.62	32.54	33.56
6075	Planner 2	29	30.71	31.62	32.54	33.56	34.52	35.55	36.64	37.75
6078	Planner Senior	33	34.52	35.55	36.64	37.75	38.89	40.05	41.25	42.50
6363	Pre-Commitment Investigator	30	31.62	32.54	33.56	34.52	35.55	36.64	37.75	38.89
7209	Printing Specialist	20	23.67	24.37	25.08	25.82	26.56	27.36	28.13	29.00
6112	Procurement Analyst	24	26.56	27.36	28.13	29.00	29.84	30.71	31.62	32.54
6111	Procurement Analyst Senior	28	29.84	30.71	31.62	32.54	33.56	34.52	35.55	36.64
6115	Procurement Associate	18	22.36	23.02	23.67	24.37	25.08	25.82	26.56	27.36
7230	Production Assistant	8	16.78	17.27	17.76	18.26	18.78	19.33	19.88	20.48
6341	Program Aide	6	15.89	16.34	16.78	17.27	17.76	18.26	18.78	19.33
6200	Program Communications Coordinator	32	33.56	34.52	35.55	36.64	37.75	38.89	40.05	41.25
6178	Program Communications Specialist	25	27.36	28.13	29.00	29.84	30.71	31.62	32.54	33.56

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Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6022	Program Coordinator	25	27.36	28.13	29.00	29.84	30.71	31.62	32.54	33.56
6021	Program Specialist	25	27.36	28.13	29.00	29.84	30.71	31.62	32.54	33.56
6088	Program Specialist Senior	31	32.54	33.56	34.52	35.55	36.64	37.75	38.89	40.05
6020	Program Technician	15	20.48	21.08	21.70	22.36	23.02	23.67	24.37	25.08
6063	Project Manager Represented	34	35.55	36.64	37.75	38.89	40.05	41.25	42.50	43.76
6051	Property Appraiser 1	22	25.08	25.82	26.56	27.36	28.13	29.00	29.84	30.71
6042	Property Appraiser 2	29	30.71	31.62	32.54	33.56	34.52	35.55	36.64	37.75
6044	Property Appraiser 3	32	33.56	34.52	35.55	36.64	37.75	38.89	40.05	41.25
6113	Property Management Specialist	27	29.00	29.84	30.71	31.62	32.54	33.56	34.52	35.55
6114	Property Management Specialist Senior	32	33.56	34.52	35.55	36.64	37.75	38.89	40.05	41.25
6089	Public Affairs Coordinator	34	35.55	36.64	37.75	38.89	40.05	41.25	42.50	43.76
6355	Public Health Ecologist	26	28.13	29.00	29.84	30.71	31.62	32.54	33.56	34.52
6093	Public Health Vector Specialist	18	22.36	23.02	23.67	24.37	25.08	25.82	26.56	27.36
6116	Records Administration Assistant	13	19.33	19.88	20.48	21.08	21.70	22.36	23.02	23.67
6151	Records Coordinator	22	25.08	25.82	26.56	27.36	28.13	29.00	29.84	30.71
6157	Records Technician	16	21.08	21.70	22.36	23.02	23.67	24.37	25.08	25.82
6085	Research Evaluation Analyst 1	18	22.36	23.02	23.67	24.37	25.08	25.82	26.56	27.36
6086	Research Evaluation Analyst 2	26	28.13	29.00	29.84	30.71	31.62	32.54	33.56	34.52
6087	Research Evaluation Analyst Senior	34	35.55	36.64	37.75	38.89	40.05	41.25	42.50	43.76
6211	Right-of-Way Permits Specialist	33	34.52	35.55	36.64	37.75	38.89	40.05	41.25	42.50
6418	SAP Developer	36	37.75	38.89	40.05	41.25	42.50	43.76	45.12	46.43
6419	SAP Developer Senior	42	45.12	46.43	47.84	49.27	50.76	52.28	53.87	55.46
6284	Secure Treatment Services Specialist	18	22.36	23.02	23.67	24.37	25.08	25.82	26.56	27.36
6245	Sewing Specialist	9	17.27	17.76	18.26	18.78	19.33	19.88	20.48	21.08
6098	Striper Operator	19	23.02	23.67	24.37	25.08	25.82	26.56	27.36	28.13
6250	Support Enforcement Agent	20	23.67	24.37	25.08	25.82	26.56	27.36	28.13	29.00
6091	Survey Specialist	33	34.52	35.55	36.64	37.75	38.89	40.05	41.25	42.50
6414	Systems Administrator	37	38.89	40.05	41.25	42.50	43.76	45.12	46.43	47.84

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Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6412	Systems Administrator Senior	42	45.12	46.43	47.84	49.27	50.76	52.28	53.87	55.46
6045	Tax Exemption Specialist	26	28.13	29.00	29.84	30.71	31.62	32.54	33.56	34.52
6076	Transportation Planning Specialist	29	30.71	31.62	32.54	33.56	34.52	35.55	36.64	37.75
6234	Transportation Project Specialist	33	34.52	35.55	36.64	37.75	38.89	40.05	41.25	42.50
6290	Veterans Services Officer	23	25.82	26.56	27.36	28.13	29.00	29.84	30.71	31.62
6066	Veterinary Technician	18	22.36	23.02	23.67	24.37	25.08	25.82	26.56	27.36
6247	Victim Advocate	21	24.37	25.08	25.82	26.56	27.36	28.13	29.00	29.84
6084	Weatherization Inspector	21	24.37	25.08	25.82	26.56	27.36	28.13	29.00	29.84
6336	X-Ray Technician	16	21.08	21.70	22.36	23.02	23.67	24.37	25.08	25.82

ADDENDUM B

LEAD WORKER ASSIGNMENT AND PAY

I. Duties Defined

A Lead Worker assignment involves certain limited oversight and administrative duties which are deemed not to warrant a separate classification. These duties include, but are not limited to: laying out the work for other employees, balancing the work, directing the work, reviewing the work and employee conduct for adherence to standards and rules, and making such reports as may be required to supervisory employees. Lead Workers shall spend a substantial portion of their time (fifty percent (50%) or more) in performing the duties of the base classification. Normally, the employees directed by a Lead Worker are in the same classification, but additional classifications are sometimes involved. An employee assigned to be a Lead Worker will not impose or effectively recommend (as that term is intended in Oregon law) formal discipline, i.e. a letter of reprimand or above. Lead Workers shall not issue oral reprimands. Lead Workers shall not be present when discipline is issued. Lead Workers shall not prepare or issue performance evaluations and any involvement of Lead Workers in performance evaluation shall conform to the restrictions of Article 20, “Section III.D”.

II. Assignment, Selection, Modification, and Termination

A. Assignment and selection of Lead Workers shall be at the sole discretion of the County. Lead worker assignments for over sixty (60) continuous days will be posted in the affected work unit for no less than five (5) work days. Lead Worker assignments shall be posted every three (3) years at a minimum. Employees in the work unit interested in the lead worker assignment shall submit a letter of interest to the unit manager and will be considered for the assignment.

B. An employee assigned as a Lead Worker for one (1) year or more shall be given ten (10) days notice prior to the termination of such an assignment. A copy of the termination notice will be simultaneously given to the Union. Significant modifications of Lead Worker duties deemed by the County to warrant a modification in the amount of compensation shall also be with ten (10) days notice, with notice to the union of such change. All lead worker assignments will be reviewed for continuation at least annually.

III. Pay

When in the judgment of the County:

A. A new Lead Worker assignment is necessary; or

B. A substantial modification of an existing Lead Worker assignment warrants a change in compensation, Central Human Resources shall establish a lead pay rate for the new or substantially modified assignment. The current pay rates for the classifications eligible for the Lead Worker premium shall be calculated by increasing the base hourly pay rates by the approved percentages.

Local 88 Authorized Lead Premiums – As of March 1, 2018

In conformance with Addendum B of the 2017-2020 Local 88, AFSCME Collective Bargaining Agreement, the following classifications are eligible for Lead Premiums:

JCN	TITLE	RATE
6065	Animal Care Technician	10.0%
6067	Animal Control Officer 2	5.0%
6248	Background Investigator	5.0%
6344	Basic Skills Educator	6.8%
6060	Bridge Maintenance Mechanic	6.0%
6059	Bridge Operator	5.0%
6055	Business Analyst/Senior	5.0%
6147	Carpenter	9.0%
6298	Case Manager 1	5.0%
6297	Case Manager 2	5.0%
6012	Clinic Medical Assistant	5.0%
6295	Clinical Services Specialist	5.0%
6047	Community Health Specialist 2	5.0%
6013	Community Information Specialist	5.0%
6267	Community Works Leader	6.8%
6260	Cook	5.0%
6268	Corrections Counselor	6.8%
6266	Corrections Technician	6.8%
6408	Database Administrator Senior	5.0%
6280	Deputy Medical Examiner	5.0%
6406	Development Analyst Senior	5.0%
6124	Driver	5.0%
6300	Eligibility Specialist	5.0%
6356	Environmental Health Specialist	5.0%
6107	Equipment/Property Technician	7.5%
6097	Facilities Maintenance Dispatch/Scheduler	5.0%
6016	Facilities Specialist 3	9.0%

JCN	TITLE	RATE
6258	Facility Security Officer	12.0%
6180	Fleet Maintenance Tech 2	5.0%
6182	Fleet Maintenance Tech 3	10.0%
6301	Human Services Investigator	5.0%
6416	Information Specialist 2	5.0%
6272	Juvenile Counselor	6.8%
7222	Librarian	7.0%
7212	Library Access Services Assistant	7.0%
7211	Library Assistant	7.0%
7202	Library Clerk	7.0%
7203	Library Page	7.0%
6117	Library Safety Officer	5.0%
6108	Logistics Evidence Technician	7.5%
6369	Marriage and Family Counselor	5.0%
6365	Mental Health Consultant	5.0%
6410	Network Administrator Senior	5.0%
6001	Office Assistant 2	7.0%
6002	Office Assistant Senior	5.0%
6119	Pharmacy Technician	5.0%
6111	Procurement Analyst Senior	6.0%
6341	Program Aide	5.0%
6021	Program Specialist	5.0%
6088	Program Specialist Senior	5.0%
6020	Program Technician	5.0%
6114	Property Management Specialist Senior	6.0%
6093	Public Health Vector Specialist	5.0%
6157	Records Technician	5.0%
6250	Support Enforcement Agent	10.0%
6412	System Administrator Senior	5.0%
6234	Transportation Project Specialist	5.0%

JCN	TITLE	RATE
6247	Victim Advocate	5.0%
6084	Weatherization Inspector	5.0%

ADDENDUM C
PREMIUM PAY AND OTHER SPECIAL PROVISIONS

All Departments:

I. Commercial Drivers License (CDL)

New employees and employees who are not at the time of hire required to possess a CDL, but who are at any time thereafter required as a condition of employment in that classification (or in their regular assignment within that classification) to initially obtain a CDL, shall be subject to the following terms:

A. License Fees and Expiration

The employee shall be obligated to pay the cost of the required license and for renewals.

B. Written Examination

The employee shall be obligated to pay the cost of each written exam required to obtain the required license. However, the employee will be permitted during regularly scheduled work hours, without loss of pay, to take the first exam of each type needed to obtain the required license. The County will determine the specific date(s) and time(s) for any such exam(s) following consultation with the affected employee(s).

C. Skill (hands-on) Examination

The County will reimburse the employee for the cost of one (1) passed skill examination up to a maximum of one hundred dollars ($100) if the employee submits proof of payment and the new license to his or her immediate supervisor for verification within ten (10) days following receipt of the license. At a date(s) and time(s) scheduled by the County, following consultation with the affected employee(s), the County or its representative will deliver to the Multnomah County, Oregon, or Clark County, Washington, site designated by the applicable state's Division of Motor Vehicles, equipment necessary for the taking of the skill examination for the required license.

D. Physical Exams

If the County selects the physicians giving the physical exam required for obtaining or maintaining the required license, the County will pay for the examination. The employee shall determine whether he or she or the County will select the physician and shall inform the immediate supervisor in advance of the exam of his or her decision.

E. Drug and Alcohol Testing

Employees who are hired or transferred to a position that requires a CDL must submit to a drug or alcohol test prior to performing any safety-sensitive functions and on a random basis thereafter. Only after a negative drug or alcohol test has been received may an employee begin to perform safety-sensitive functions.

F. Failure to Obtain or Maintain the Required License(s)

Employees who fail to obtain or maintain in a current valid status the required commercial driver's license shall be subject to disciplinary action or dismissal in accordance with applicable provisions of the collective bargaining agreement.

G. Status of License

The employee shall make the immediate supervisor aware in writing of the expiration of a driver's license(s) required by the County, and of any event actually or potentially affecting the status of that license (e.g., traffic citation, drunken driving arrest, license suspension or revocation, failure to pass the required medical examination, or expiration of the required medical card, etc.). Such notice shall be given to the supervisor immediately upon expiration of the license or occurrence of the event.

H. Exemptions

The Division Manager of employees in a classification in which one (1) or more employees are required to possess a commercial driver's license of a particular class may exempt one (1) or more subordinate employees from the requirement that the license be obtained. However, such exemption may be rescinded if, in the employer's judgment, the employee's acquisition and maintenance of such a license is or will be needed to meet operational needs. An employee whose exemption is rescinded shall be given a reasonable period of not less than ninety (90) days in which to obtain his or her license.

Health Department:

I. Agreed Upon Variances

A. Any employee who arrives at his or her assigned clinic and is reassigned to another clinic for workload reasons may be required to work overtime on an involuntary basis in order to deal with the difference in shift ending times for the position to which he or she is assigned.

B. Any employee who works fewer than five (5) days per week may be assigned a split work week, i.e., all days off need not be successive, provided that in no event shall such a schedule not contain two (2) successive days off.

II. Office of the Medical Examiner

A. Deputy Medical Examiners may be assigned eight (8), ten (10), twelve (12), or sixteen (16) hour shifts, or any combination thereof, and such shifts need not be consecutive. Each shift shall have one (1) thirty (30) minute meal period which shall be considered as time worked. Employees are considered on-call during both meal periods and breaks, and operational requirements may result in such breaks or meal periods being interrupted or missed without additional pay or such time being made up at a later date.

B. Deputy Medical Examiners are:

1. Eligible for shift premiums as defined in Article 14, Section V with the addition that any Deputy Medical Examiner whose shifts begins between the hours of six (6) p.m. and five-fifty-nine (5:59) a.m. shall be eligible for graveyard differential.

2. Only eligible for overtime at the rate of time and one half (1 ½) and only for hours worked in excess of eight (8) for an eight (8) hour schedule, in excess of ten (10) for a ten hour schedule, in excess of twelve (12) for a twelve hour schedule, in excess of sixteen (16) for a sixteen (16) hour schedule, and for over forty (40) in a FLSA work week.

C. A Deputy Medical Examiner will be paid two and one half (2 ½) times his or her regular rate of pay for all hours worked on the dates specified in Article 7, "Section I.A" midnight to midnight, which shall be deemed the observed holiday for all Deputy Medical Examiners. Any employee who is not scheduled to work on an observed holiday shall be paid eight (8) hours of pay at his/her regular rate of pay in lieu of holiday leave.

D. Deputy Medical Examiners may trade shifts with the permission of the Lead Deputy Medical Examiner or assigned designee.

Department of Community Services (DCS) and Department of County Assets (DCA):

I. Transportation and Other Divisions

A. CDL Drivers

For provisions governing CDL licensure, see "Section I, All Departments," above.

B. Emergency Conditions

Special terms and conditions of employment during periods of emergency shall be governed by the Emergency Conditions Provisions (Department of Community Services and Department of County Assets), Addendum D.

C. Clothing and Equipment

1. Tools

The County agrees to replace all tools furnished by employees when such tools become damaged beyond usability or stolen on the job. A "proof of loss by theft" statement must be signed by the employee prior to recovery for theft. Management will provide any new special tools required to perform special work.

2. Coveralls and boots

a. All Bridge Maintenance Mechanics, Striper Operators, Maintenance Workers, Maintenance Specialist (MS) Apprentices, MS 1, MS 2, and MS Seniors, in Land Use and Transportation will be issued, for County use, two pairs of coveralls which may be exchanged for laundered pairs on a weekly basis.

b. The County will provide high visibility rain gear to field personnel assigned to the Transportation Division who are required to work outdoors during inclement weather.

c. For the purpose of reimbursing for tar, paint, epoxy and cement damage, field personnel assigned to Land Use and Transportation Division and the Fleet Services Section shall, on an annual basis, and upon presentation of a receipt, be eligible for reimbursement up to an amount of three-hundred dollars ($300) for work shoes or boots. These employees will be required to wear work shoes or boots in compliance with the current American National Standards Institute (ANSI) safety standard for work boots.

d. In addition to rain gear, shirts, and jackets currently provided to Animal Care Technicians and Animal Care Aides, the County agrees to purchase waterproof rubber boots for employees' individual use while at work. The County will reimburse Animal Care Technicians and Animal Care Aides on an annual basis up to fifty dollars ($50) for the purchase of work pants that meet the current dress code requirements for Animal Services.

D. Premium Pay

1. Chemical Application Right of Way

Persons in a classification paid lower than a Chemical Applicator Operator in the Road Maintenance Section who are properly licensed by the State of Oregon Department of Agriculture for "Public Pesticide Application Right of Way" and who are assigned to utilize

this license to apply chemicals, will be paid a five percent (5%) premium for each hour worked applying the license required chemicals.

2. <u>Enductor (Vactor) Truck</u>

The Maintenance Specialist 1 assigned as the designated operator of the Enductor (Vactor) Truck will receive premium pay at the rate of Two and a Half Percent (2.5%) of base pay.

3. <u>Heavy Equipment</u>

Persons in a lower classification in the Road Maintenance Section that are assigned to operate a piece of heavy equipment normally operated by a Maintenance Specialist 2 will be paid for work out of class in accordance with the provisions of Article 15, "Section III.A.2" for all hours assigned to operate the heavy equipment. This premium will not apply to any employee volunteered training time.

4. <u>Height Time Bonus Pay</u>

When employees in Land Use and Transportation and Facilities and Property Management work on a structure ninety (90) feet or more above the ground, floor, roadway, roof, or water, whichever surface is closest, and where scaffolding or special safety devices are used, the wage rate for such work shall be double the straight time hourly rate. Furthermore, when Bridge maintenance personnel perform routine maintenance to the Hawthorne Bridge counterweight cables, all work done where a harness is used and workers are working from a hanging basket, the wage rate for such work shall be double the straight time hourly rate for the employees working from inside the basket.

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

5. <u>Scoop</u>

Maintenance Workers for hours assigned to operate small loaders (rubber tire loaders less than two (2) cubic yards) will receive premium pay at the rate of fifty cents ($0.50) per hour.

6. <u>Tractor Mounted Roadside Mower</u>

Maintenance Workers assigned to operate a tractor mounted roadside mower will receive premium pay at the rate of fifty cents ($0.50) per hour.

ADDENDUM D

EMERGENCY CONDITIONS PROVISIONS

(Department of Community Services and Department of County Assets)

I. Purpose

The purpose of this addendum is to set forth past practice governing wage entitlements during periods of emergency for designated employees in Animal Services, Bridge Maintenance and Operations, Road Maintenance and Fleet Sections.

II. Agreement

A. An emergency is defined as inclement weather or other condition, which in the judgment of the Director of Community Services or Director of County Assets constitutes a present or imminent danger to the health, safety, or property of the people of Multnomah County.

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

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

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

E. All hours worked in excess of eight (8) hours during the work day shall be compensated at the overtime rate of pay. However, on the first (1st) day of the emergency, any employee sent home and called back within the same work day shall receive an additional two (2) hours of overtime pay in addition to the compensation as computed and paid as the paragraph above.

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

G. Employees will not be required to perform an assignment for which they have not been adequately trained and which poses a hazard to the employee's safety and welfare.

ADDENDUM E

AUTO REIMBURSEMENTS AND TRANSIT SUBSIDIES

I. Auto Allowance

A. Payment

Payment for mileage under this addendum shall be made on a monthly basis, provided the employee has accumulated twenty dollars ($20) of mileage. No commuting mileage shall be paid by the County under the terms of “Section B” through “Section D” below. In no event will payment be made later than the end of the fiscal year.

B. Incidental Use

An employee who does not drive an automobile as a condition of employment shall be reimbursed at the maximum rate per mile approved by the IRS as a nontaxable expense reimbursement without documentation (which will hereinafter be referred to as "the IRS rate") for miles driven at the requirement of the County.

C. Condition of Employment Use

1. Designation

The County reserves the right under Article 4, Management Rights, to determine the method of transportation for employees during working hours and may discontinue or add the requirement for employees occupying certain positions to utilize an automobile as a condition of employment provided the employees and Union are notified in writing ten (10) days in advance of the change.

2. Payment

Upon signing of this Agreement an employee who is required to use his or her personal automobile as a condition of employment shall be paid at the IRS rate and shall also receive a base reimbursement of fifty dollars ($50.00) per month, twenty-five dollars ($25.00) per month for part-time employees. To qualify for this reimbursement employees must be assigned to work in the field and to use his or her personal transportation. In no event, however, shall the aforementioned base payment be made in a month in which an employee drives no miles as a condition of employment.

D. Payment Rules for Alterations in Work Site

1. Temporary reporting place

Whenever an employee is temporarily required to report to work at any location more distant from his or her home than his or her regular place of reporting, the

employee shall be paid for the use of his or her personal transportation at the rate provided in "Section B" or "Section C" above as appropriate for additional miles traveled. This provision will not apply when there is a regular change in reporting location as determined by management with ten (10) days written notice to the affected employees and the Union. In instances in which an employee has no regular reporting place, the County will designate one (1) work site as a "regular place of reporting" for purposes of mileage reimbursement.

2. Secondary reporting place

Whenever an employee reports to his or her regular place of reporting and is required to use his or her personal transportation to report for work at another location, the employee shall be paid for the additional miles traveled to and from the secondary reporting place in accordance with "Section B" or "Section C" above as appropriate. The time involved in traveling from the regular reporting place to and from the secondary reporting place to the regular reporting place shall be considered time worked for pay purposes.

II. Incidental Parking

Subject to procedural regulation or supervisory direction as to time, place and circumstances of use, when employees on a non-commuter basis are required to use their automobile for driving into downtown Portland or elsewhere where parking is charged, employees shall be reimbursed for such parking charges.

III. 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 October, 2001, each employee shall be eligible to receive a bus pass entirely subsidized by the County for the employee's personal use while employed by the County. Employees shall return bus passes to the County upon termination of County employment. Failure to do so may result in further action by the County and may be noted in the employee's personnel file.

B. Scope of Subsidy

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

2. This program is offered only by Tri-Met. However C-Tran will honor the Tri-Met all zone pass.

C. <u>Procedural Requirements</u>

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

ADDENDUM F

DEPARTMENT OF LIBRARY SERVICES

The terms of the 2017–2020 Agreement shall apply except as indicated below:

Article 7. Holidays

I. Observed Christmas and New Year Holidays

A. In 2017–2018:

1. The library branches (which includes Central) will observe the Christmas Eve holiday on, Sunday, December 24, 2017; the Christmas holiday on Monday, December 25, 2017; and the New Year holiday on Monday, January 1, 2018.

2. The Administration Building and Isom Building will observe the Christmas Eve holiday on, Monday, December 23, 2017; the Christmas holiday on Tuesday, December 25, 2017; and the New Year holiday on Monday, January 1, 2018.

B. In 2018–2019:

1. The library branches (which includes Central), the Administration Building and the Isom Building will observe the Christmas Eve holiday on, Monday, December 24, 2018; the Christmas holiday on Tuesday, December 25, 2018; and the New Year holiday on Friday, January 1, 2019.

C. In 2019–2020:

1. The library branches (which includes Central) the Administration Building and the Isom Building will observe the Christmas Eve holiday on, Tuesday, December 24, 2019; the Christmas holiday on Wednesday, December 25, 2019; and the New Year holiday on Sunday, January 1, 2020.

II. Other Holiday Exceptions

The terms of Article 7 shall apply except as noted above and as follows: During the week of a holiday, the County shall permit part-time employees an opportunity for modification of their work schedule in order to receive a normal pay check, including pro-rated holiday pay, without having to use vacation time or other earned leave.

Article 13. Work Schedules

The terms of this article shall apply except:

Section III.A.1.a. and b. Work Days and Days Off

The provisions of this section shall apply subject to management approval with the modification that employees working 40 hours per week 5/8, 4/10 or 9/80 schedules are not guaranteed two (2) consecutive days off per week but rather will have work schedules which are designed so that all employees shall have at least two (2) consecutive days off in each two (2) week period. Employees may waive this right by written request to the supervisor with a copy provided to the Union.

The provisions of Section III.A.2 shall not apply.

Article 14. Compensation

To the extent permitted by law, the provisions of Article 14 1.G.2. shall remain in effect for the life of this contract term (2014–2017) in the event Library employees are transferred into an independent Library District pursuant to intergovernmental agreement.

The terms of this article shall apply except:

Shift Differential

Payment of shift differential as provided by “Section V” shall not apply. However, the Library acknowledges that work hours past six (6:00) p.m. may require sacrifice on the part of employees. The Library will pay an hourly premium of one dollar ($1.00) for all hours worked after six (6:00) p.m. until close of business.

Shift differential shall be subject to rounding to the nearest quarter of an hour in accordance with the rounding provisions of Article 13, “Section VII.(A)”. Shift differential for time worked after 6:00 p.m. will not be paid unless the employee works until 6:08 p.m., at which point the employee will be paid shift differential for one quarter (1/4) hour. Similarly, an employee whose shift normally ends at 8:05 p.m. will receive two hours of shift differential for the time between 6:00 p.m. and 8:00 p.m. but will not receive shift differential pay for time worked after 8:00 p.m. unless the employee works until 8:08 p.m., at which time the employee will be paid an additional one quarter (1/4) hour of shift differential.

Article 15. Classification and Pay Ranges

The terms of this article shall apply except:

Librarian or Library Assistant performing limited oversight duties

It is recognized that in those branch libraries without both a supervisor and/or administrator/manager a Librarian or Library Assistant may, in the absence of the supervisor,

perform such limited oversight tasks as approving leaves of absence and overtime, coaching employees, documenting performance and handling worker's compensation incidents, coordinating the recruiting process, responding to facility emergencies and serving as the contact person for administrative staff. When the period of performance of such limited oversight duties is forty (40) hours or more, an employee in the Librarian classification shall be paid a five percent (5%) work out of class differential; an employee in the Library Assistant classification shall be paid according to the provisions of Article 15, Section III A.

Employees Substituting in Lower Classifications

Employees who voluntarily substitute in a lower classification shall be paid for such time at the top step of the lower salary range unless there is an overlap between the employee's salary range and the lower salary range, in which case the employee would receive their regular rate of pay.

Article 22, Shift and Work Assignment

The terms of this article shall apply except:

Section III Permanent Shift/Work Assignment

For the purposes of bidding on shift assignments, employees may only bid on shifts that are the same number of hours as their current schedule (i.e. 20-hour employees may only bid on 20-hour shifts, 30-hour employees may only bid on 30-hour shifts, and 40-hour employees may only bid on 40-hour shifts). This restriction does not apply to vacancies/work assignments. Employees may bid on vacancies/work assignments that have more or less hours than their current schedule.

Section V. Trial Service Periods

For part-time employees, the one-hundred and twenty (120) day trial service period may be extended sixty (60) additional days by mutual agreement of both parties.

Addendum B. Short Term Lead Worker Assignment and Pay

The terms of this addendum shall apply except:

It is recognized that the Library may have need for Lead Worker (PIC) assignments less than sixty (60) consecutive days which are deemed not to warrant a separate classification or work out of class pay. An employee trained to work in the Librarian, Librarian Assistant or

Program Coordinator classifications shall be paid a ten percent (10%) lead work differential for one (1) or more consecutive hours worked as a short term lead worker.

Access Services Assistant Implementation/Library Page Delimitation

The parties further agree that no regular status bargaining unit member, who is in the position of Library Clerk at the time of ratification of this agreement, shall be reclassified to a lower classification during the term of this agreement (2017-2020) except by mutual agreement of the parties.

ADDENDUM G

DEPARTMENT OF COMMUNITY JUSTICE

I. Scheduling

A. Any employee of the Department of Community Justice, upon request and approval of their supervisors, shall establish a work schedule that is approved by his/her supervisors and that is responsive to the demands of their job. Such schedule shall be limited to a forty (40) hour work week.

If the work week is within the forty (40) hour cap, all hours worked shall be at the flat rate, on an hour for hour basis, regardless of the starting time, day worked, or length of the work day. Split work weeks, varied starting and ending time for shifts, and split shifts shall be permitted.

B. Variations of the established work schedule shall be approved by the supervisor.

C. Employees receiving "after hours work calls" may respond. If responding to after-hours calls, employees will "adjust" their work schedule, hour for hour, within the forty (40) hour work week with the approval of their supervisors.

II. Shift Bidding for 24-hour, Seven-Day Operations

A. Annual Bidding

Annual shift bidding shall take place in November of every year and the new schedule shall be implemented in the following January. All shifts will be open to bidding and posted as forty (40) hour shifts. The order of bidding shall be based on seniority within the job classification. If two employees are approved by management to job share, they may choose which of their respective positions they wish to split. The resulting vacant position shall then be available to be bid on by other employees.

B. Vacancies Following Annual Shift Bid

Any vacancy within the unit of more than ninety (90) days that occurs subsequent to the annual shift bid shall be posted in the unit. The vacant position shall be filled by the most senior employee of those who express interest. The position vacated by that employee will then be posted within the unit and the process will be repeated. This process will be repeated one (1) more time for a total of three (3) postings. The remaining vacant position will be filled by a lateral transfer or new hire for the remainder of the bid year.

III. Vacation Requests for 24-hour, Seven-day Operations

A. For work units that operate on a twenty-four (24)-hour, seven (7)-day schedule, vacation requests for the upcoming calendar year may be submitted at the time of the November shift bid. Management shall grant or deny these initial requests by December 31 of the current year. If two (2) or more vacation requests are submitted for the same days and times, the employee with the most seniority shall be granted the request. Each employee will be allowed to exercise the right of seniority for one (1) of their vacation bid requests in a calendar year. Pending supervisor approval, the remaining requests may be granted if coverage can be found.

B. All subsequent requests shall be considered on a "first come, first served" basis; if two (2) or more vacation requests are submitted for the same days and times, preference will be given to the request that was submitted first, as verified by a date stamp. If two (2) or more requests are submitted at the same date and time, the more senior employee's vacation request will be granted. Each employee will be allowed to exercise the right of seniority for one (1) of their "first come, first served" vacation requests in a calendar year. Employees shall submit requests as early as possible, and no later than two (2) weeks before the first (1st) day of the requested leave. Both parties agree that minimal staffing of all shifts must be maintained.

IV. Holidays

Because of the complexity of scheduling, and the participatory scheduling process involved for certain employees of the Department of Community Justice, any employee who is offered a holiday off on an observed holiday but chooses to self-schedule himself on that day shall be granted a personal holiday in lieu of any other holiday observance or pay. This personal holiday shall be used within the fiscal year but in no event more than four (4) months from the date of the holiday.

V. Mixed Shifts

Day Reporting Center/Londer Learning Center:

When employees at the Day Reporting Center/Londer Learning Center are regularly scheduled, in accordance with the provisions of Article 13, to work a combination of day and swing shifts which does not contain four (4) like shifts within the work week, they will not receive relief shift differential for all shifts worked. They will receive swing shift-differential for each swing shift worked

VI. Community Works Leader

Employees assigned as Community Works Leaders shall be reimbursed up to three-hundred and fifty dollars ($350) annually for work boots, daypacks, and/or rain gear as follows:

A. Work boots must meet Forest Service standards. Employees may have their old boots resoled instead of buying a new pair. The same maximum reimbursement standard applies. Staff who choose to not purchase their own work boots may use client boots from the Department of Community Justice.

B. Daypacks must be capable of carrying the necessary safety items for daily work crews. Staff who choose not to purchase their daypacks may use one of the Department of Community Justice's daypacks.

C. Staff who choose to not purchase their own rain gear may use County issued rain gear from the Department of Community Justice.

D. In order to qualify for reimbursement, employees must average thirty percent (30%) time in the field with crews. Reimbursed equipment shall be considered property of the County. Employees leaving County employment may purchase their boots at a pro-rated cost.

VII. Recognizance Unit

Determining the first (1st), second (2nd) and third (3rd) days of rest for purposes of overtime and double time shall be in conformance with the Memorandum of Exception executed by the parties on September 20, 2012 and shall be incorporated herein by reference.

ADDENDUM H
DRUG AND ALCOHOL POLICY

I. Drug Free Workplace Act

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

II. Holders of Commercial Drivers Licenses

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

III. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

1. While on duty, or on County premises, or operating County vehicles employees shall obey the work rules listed in "Section B" below. As with all work rules, violations may result in discipline per the provisions of Article 17, Disciplinary Action.

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

B. Work Rules

1. Possession, consumption, solicitation and distribution of alcohol and drugs while on duty:

Employees shall:

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

b. Not possess, consume, manufacture, solicit or distribute, cause to be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work place except when lawfully required as part of the job.

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

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

2. <u>Possession, consumption, solicitation and distribution of alcohol and drugs while off duty on County premises:</u>

Employees shall:

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

b. Not use or distribute alcohol without authorization.

3. <u>Fitness for duty:</u>

Employees shall:

a. Not report for duty while "under the influence" of alcohol or drugs. An individual is considered to be "under the influence" of alcohol if a breathalyzer test indicates the presence of alcohol at or above the .04% level. An individual is considered to be "under the influence" of drugs when testing indicates the presence of controlled substances at or above the levels applying to CDL holders.

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

c. Comply with legally mandated occupational requirements, whether or not they are specifically included in this policy. For example, by law, holders of CDL's may not perform safety sensitive functions, such as driving, at or above the .02% level.

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

e. Inform themselves of the effects of any prescription or non-prescription medications by obtaining information from health care providers, pharmacists, medication packages and brochures, or other authoritative sources in advance of performing work duties.

f. Notify their supervisors in advance when their use of prescription or non-prescription medications may impair the employee's ability to perform the essential functions of their position that will result in a direct threat to others. Such employees include,

but are not limited to, sworn officers, holders of a CDL, and those handling hazardous equipment or materials. Employees who drive a motor vehicle as part of their job, whether a County vehicle or their personal vehicle, should report when they are taking any medication that may impair their ability to drive.

4. <u>Cooperation with Policy Administration:</u>

Employees shall:

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

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

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

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

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

f. Disclose promptly (upon the next working day) and fully to his/her supervisor:

i. All drug or alcohol related arrests, citations, convictions, guilty pleas, no contest pleas or diversions which resulted from conduct which occurred while he or she was on duty, on County property, or in a County vehicle; or

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

C. <u>Levels of Discipline</u>

1. The level of discipline imposed on non-probationary employees for violation of the Alcohol and Drug Policy Work Rules above or other violations resulting from the use of alcohol or drugs will be according to the provisions of Article 17, Disciplinary Action.

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

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

a. carrying firearms

b. work in the criminal justice system

c. responsibility for public safety or the safety of co-workers

d. handling narcotics or other controlled substances

e. handling hazardous equipment or materials

f. influencing the behavior of minors

g. holding a CDL

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

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

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

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

iii. the signatures of the employee's supervisor, the employee, and the employee's Union representative.

b. The offer of a Last Chance Agreement will not set precedent for the discipline of other employees in the future. Any discipline incorporated in a Last Chance Agreement may not be grieved under the provisions of Article 18, Grievance Procedure.

D. Mandatory Assessment and Treatment

1. Employees who are disciplined for conduct which is related to the use of alcohol or drugs may be required to undergo assessment and to complete a program of education and/or treatment prescribed by a Substance Abuse Professional selected by the County. Employees who test positive for alcohol or controlled substances may be required to undergo assessment at management's discretion, regardless of whether disciplinary action has been taken or a Last Chance Agreement entered into.

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

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

E. Return to Work Testing

Employees who test positive for being "under the influence" of drugs will be required to test negative before returning to work. (Note that Federal law requires CDL holders performing safety sensitive functions to undergo return to work testing after a positive alcohol or drug test.)

IV. Testing

A. Basis for Testing:

1. All employees may be tested:

a. based on reasonable suspicion of being "under the influence" of alcohol or prohibited drugs;

b. before returning to work after testing positive for being "under the influence" of alcohol or drugs;

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

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

3. Consistent with Federal law, employees in safety sensitive positions, including but not limited to holders of CDL's and Bridge Operators, shall be subject to the testing requirements of federal law, in addition to the requirements herein which apply to all employees. For example, unlike other employees, employees in safety sensitive positions will be subject to legally required random testing and testing following certain kinds of accidents.

B. Establishing Reasonable Suspicion

1. Definition:

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

2. Supervisory training:

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

3. Lead Workers:

When no supervisor is immediately present, lead workers who oversee day-to-day work activities are "supervisors" for the purposes of establishing reasonable suspicion and directing employees to be tested on that basis. This provision applies to lead workers who supervise or act as lead workers as part of their job description, as well as to those who receive premium pay under Addendum B, Lead Worker Assignment and Pay.

4. Additional Precautions:

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

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

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

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

C. <u>Testing Methodology</u>

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

1. <u>Drug Testing</u>

a. Drug tests are conducted using urine specimens. In accordance with CDL standards, the County will contract with a medical doctor trained in toxicology to act as an MRO (Medical Review Officer). In the case of positive tests, the MRO will attempt to contact employees to review preliminary positive test results with employees and any relevant health care providers before the results are reported to the County. Based on his or her professional judgment, he or she may change the preliminary test result to negative. The County will not be able to distinguish a test result that is negative by MRO intervention from any other negative result.

b. In addition to compliance with federal guidelines, the following safeguards will also be applied:

i. Test results will be issued by the MRO or the testing laboratory only to the County’s Drug and Alcohol Policy Coordinator. The results will be sent by certified mail or hand delivered to the employee within three (3) working days of receipt of results by the County.

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

acceptance of the test results. If an employee requests a retest, any disciplinary action shall be stayed pending the results of the re-testing.

2. Alcohol Testing

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

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

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

V. Definitions

A. Alcohol:

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

B. Controlled Substance:

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

C. County:

Multnomah County, Oregon.

D. Drug Paraphernalia:

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

E. Drug Test:

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

F. Drugs:

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

G. Medical Review Officer (MRO):

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

H. On Duty:

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

I. Prescription Medication:

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

J. Reasonable Suspicion of Being under the Influence of Drugs or Alcohol:

See “Section IV. B. 1. a” above.

K. Substance Abuse Professional (SAP):

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

L. Under the Influence of Alcohol:

See “Section III. B. 3” above.

M. Under the Influence of Drugs:

See “Section II. B. 2” above.

VI. Sample Last Chance Agreement

LAST CHANCE AGREEMENT

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

1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if required, I shall immediately enroll and continue in a bona fide alcohol/drug impatient or outpatient rehabilitation program approved by the County. I fully understand that should I fail to complete either the inpatient or outpatient program, my employment with the County will be terminated.
2. I agree to comply with and complete the conditions of my "Aftercare Plan" as recommended by my treatment counselor. If I must be absent from my aftercare session, I must notify the County. The County has my permission to verify my attendance at required meetings. If I do not continue in the aftercare program, I understand that my employment will be terminated.
3. I understand that the signing of this agreement shall allow the County the right to communicate with my physician and/or counselors regarding my status and progress of rehabilitation and aftercare. I further agree to sign any authorization or release of information necessary to allow for such communication.
4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing (urinalysis and breath test) by the County for a period of twenty-four (24) months from the date I return to work. This time period will increase accordingly if I am absent from work, for any reason, for a cumulative period of one (1) month or more. I understand that if I refuse to take a drug and/or alcohol test or if a test is positive, my employment will be terminated.
5. I agree to return to work upon successful completion of an alcohol/drug rehabilitation program if my substance abuse counselor requires inpatient treatment.
6. It is understood that this agreement constitutes a final warning.
7. I understand the Employee Assistance Program is available to me should personal problems arise in the future that may have an effect on my ability to remain in compliance with the drug and alcohol policy and/or this agreement.
8. I realize that violation of the drug and alcohol rules and/or policies at any time in the future is cause for termination without a pre-termination hearing.

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

Disciplinary Action

I understand that the disciplinary action imposed in the attached letter may not be grieved under the grievance procedure in the Local 88 contract.

Personal Commitment

I pledge and agree to abide by the terms of this agreement. I understand that a violation of or noncompliance with any of these terms will result in my being terminated without the right to a pre-termination hearing. Further, I pledge to remain free of all illegal drugs and also not to abuse legal drugs (including alcohol). I hereby consent to the County's contacting any treatment or health care provider who may have information on my alcohol or drug dependency condition and/or compliance with the terms of this agreement and authorize the provider to furnish such information to the County.

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

_____	_____
(Employee) (Date)	(Managerial Employee with Disciplinary Authority**) (Date)
_____	_____
(Labor Representative) (Date)	(Employee's Immediate Supervisor***) (Date)
_____	
(Multnomah County Labor Relations, if applicable*) (Date)	

Footnotes:

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

** Always necessary.

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

ADDENDUM I

OFFICE OF THE SHERIFF (MCSO)

I. Sign-Up

A. Vacation

1. The method of vacation selection shall be in accordance with the provisions of Article 8 and employees shall choose their vacation dates in order of County Seniority. Vacation selection shall either be made at the time of the annual shift bid or at a later date in a timely manner. Each unit manager shall provide a written policy for determining how many employees may be scheduled for vacation on any given day or shift and notify staff before the vacation sign-up begins.

2. At their discretion, managers may make necessary modifications during the year to accommodate the needs of their individual units when circumstances beyond their control occur, such as budget cuts, layoffs or unexpected vacancies. Management will grant additional leave requests after the vacation sign-up is completed on a first come, first serve basis within their established written guidelines.

B. Shift and Vacancy

1. Programs Unit:

a. Filling a vacancy that occurs as a result of a change in work assignment within the work unit, a change in shift, or as a result of a vacancy (as defined by Article 22.I.A-D) shall be based on job class seniority. Work Assignment is defined as work site location which is a MCSO facility (MCDC, MCIJ, WAPATO). Work Unit is defined as the Programs Unit within the Business Services Division in MCSO. Shift is defined by both the hours and the days worked either on or off (i.e. “C” shift Tuesday- Saturday or “C” shift Sunday/Monday off).

b. There shall be an annual sign-up for work location, shift and days off by job class seniority as defined by Article 2.VI, for all MCSO Corrections Counselors and separately for all MCSO Corrections Technicians for placement to occur at the beginning of the calendar year. If a vacancy occurs (as defined by Article 22.I) or a need arises to change shifts, days off or work location other than at the beginning of the calendar year, then the provisions of Article 22.VI.A apply so that management will seek qualified volunteers based on job class seniority. If there are no volunteers, the least senior qualified employee changes work location, shift or days off. Or if a ninety (90)-day or less vacancy occurs, Article 22.II.A applies so that

management can make a short term assignment (as defined in that Article) at their discretion. All other provisions of Article 22 shall apply.

2. <u>All 24/7 Units:</u>

a. All twenty-four (24) hour, seven (7) day a week units in the Sheriff's Office will bid annually for shifts and days off in the following manner unless otherwise indicated:

i. Annual shift bids and days off shall be posted two (2) weeks before the sign-up begins at each work location along with an updated list of staff members by their job classification seniority.

ii. The annual shift bid will begin no later than December 1st of every year. If the annual shift bid cannot begin by December 1st, the manager of that unit will notify the union in writing by November 30th.

iii. Each employee will have no more than two (2) complete shifts to make their selection of shift and days off. However, the bid shall be given to the next member as soon as possible after signing up to expedite the process. If a member is on his/her days off, the bid will stop and wait for their return.

iv. Employees who will be gone on a leave of absence, other leave or vacation of three (3) or more days will submit in writing to their manager three (3) choices for shift and days off, numbering them by one (1) being their first choice, two (2) being their second choice and three (3) being their third choice for available shifts and vacation days. Members shall be allowed to call or authorize their manager to call them at home to sign-up if they are gone for more than three (3) days during the shift bid process.

v. New shifts will be implemented no later than the following February 1st, annually.

vi. Employees in the Auxiliary Services unit will additionally be afforded an opportunity to express a preference for work assignment and or location; provided however, that final determination in these matters is management's discretion.

II. <u>Shift Trades (Time Exchanges)</u>

Shift trades shall be allowable subject to the terms and conditions of Special Order 12-19 dated August 7, 2012.

III. Uniforms

Records Unit employees required to wear uniforms shall receive, upon hire into the unit, a uniform allowance of one hundred dollars ($100) and thereafter all requests for additional uniforms shall be approved by MCSO Records Unit Manager prior to ordering.

IV. Overtime and Double Time

Determining the first (1st), second (2nd) and third (3rd) days of rest for purposes of overtime and double time shall be in conformance with the Memorandum of Exception executed by the parties on September 20, 2012 and shall be incorporated herein by reference.

ADDENDUM J
SCHOOL BASED EMPLOYEES

I. The purpose of this Addendum is to set forth certain understandings between the parties concerning terms applicable to the limited duration layoff, summer work and recall of employees in the Health Department who work in School Based positions.

A. School based bargaining unit members who verify to the program manager a combination of work and vacation by May 7 to be in a paid status equal to their budgeted FTE throughout the summer, shall not be laid off.

B. Bargaining unit members who do not have work available in their ten (10) month school based work site or who choose not to work outside of their school based site will be laid off during school closure for the summer.

C. Bargaining unit members who are laid off may be called back as regular employees as provided in Section H. Summer Work/Effect of Refusal. Effective July 1, 2011, ten (10) month employees, upon recall, shall no longer realize a loss of countywide seniority due to the two (2) months annual layoff. Effective July 1, 2012, ten (10) month employees, upon recall, shall no longer realize a loss of countywide or class seniority due to the two (2) months annual layoff.

D. Limitation on Bumping and Recall from School Based

1. Notwithstanding any other provision of this agreement, bumping by or recall of bargaining unit members who, for administrative purposes, are inside the County's school based program shall be limited to positions inside the school based program if the County declares in writing at the time layoff notice is given to the affected employee that the layoff is of limited duration due to summer school closure.

2. If business needs require the County to reduce a school based position from twelve (12) months to ten (10) months, the County will first look for volunteers among the twelve (12) month employees in the affected classification to determine whether there are any employees willing to have a reduced schedule. If there are no volunteers willing to change to ten (10) month schedule, the twelve (12) month school based employee with the lowest Countywide seniority date in the affected classification will be reduced.

E. Administrative Purposes Defined

For purposes of this section "administrative purposes" means that the employee ordinarily files his or her payroll time sheet with the school based program.

F. Deviation from Seniority Order for Layoff or Recall/Effect on Seniority and Insurance Benefits

When implementing limited duration layoff or recall from such layoff the County may deviate from the normal order of seniority layoff or recall otherwise required by the parties' collective bargaining agreement. Such deviation shall not be for a period exceeding fourteen (14) calendar days. A more senior employee who would have been retained or recalled but for the departure from normal seniority order of layoff or recall may use vacation or leave without pay for the period between the date he or she would have bumped or been recalled under normal procedures and the effective date of the general school based health summer layoff or recall as determined by the School Based Manager. In addition, such employees will accrue seniority and be eligible for medical and dental insurance coverage as though they were laid off or recalled in accordance with normal layoff or recall procedures.

G. Probationary Employees

The probationary period of an employee on probation when a limited duration layoff takes effect shall be frozen over the summer and shall resume, if the employee is recalled to work, at the commencement of the next school year. This shall not apply if the County notifies the employee that his or her probationary service has been terminated.

H. Summer Work/Effect of Refusal

Bargaining unit members in School Based Program who perform bargaining unit work for the County while on limited duration layoff during summer school closure shall be paid at the same wage step they held when the limited duration layoff took effect. They shall also be employed pursuant to the terms and conditions of the collective bargaining agreement and receive all benefits/entitlements specified in the collective bargaining agreement as they do during the regular school year with the exception of "Section IV" of Article 21 and Article 11 Health and Welfare Benefits (see "Section M" of this Addendum for health and welfare benefits coverage). Employees on limited duration layoff who are working are not eligible for lead pay unless working in a lead assignment in school based program. An employee may refuse to accept work that is offered, with the understanding that such refusal may affect eligibility for unemployment compensation.

I. Carryover of Accumulated Vacation and Last Paycheck

1. Notwithstanding any other provision of this agreement, an employee subject to limited duration layoff in school based program may request payoff of some or all of his or her accumulated vacation. Such request shall be made in writing to the School Based

Manager, the Department's Human Resource Manager and Payroll Manager of the Department of County Management within three (3) days after the employee receives notice of limited duration layoff. Payout of some or all of the employee's accrued vacation shall be made on the employee's regular bi-monthly paycheck received on June 30, and is subject to required/authorized tax withholdings and deductions. In the absence of such notice, vacation will be carried on the books over the summer unless the employee is subsequently terminated or resigns. In such case, normal provisions relating to vacation payoff shall apply.

2. Unpaid wages due when the school-break limited duration summer layoff begins shall be made in the ordinary course in the employee's bi-monthly paycheck, and is subject to required/authorized tax withholdings and deductions, as allowed under OAR 839-001-0420(6). (For example, school based employees that begin the limited duration summer layoff on or before June 15, will have the hours that they worked between June 1 and June 15 paid on the June 30 paycheck.)

J. <u>Considerations in Use of Vacation</u>

Notwithstanding Subsection H or Article 8, "Section V" above, the parties acknowledge that although requests to take vacations during the school year may in some cases be granted, the risk that management will deny such a request is significantly greater than in other county operations, due to the need to provide services to students when schools are in session. For that reason, School Based Program Employees are encouraged to continue to select vacation times during Christmas and spring school vacations to the extent approved by management. Further, employees facing limited duration layoff should take into account the limited availability of time off when schools are in session, the vacation accumulation ceilings set forth in this agreement, and the risk of forfeiture of vacation (when accumulation ceilings are reached) when deciding whether to carry their accumulated balance forward.

K. <u>Alternative Compensation</u>

The Board of County Commissioners may adopt and implement a uniform policy whereby employees who transfer or are newly hired into the school based program are required as a condition of such transfer or hire to sign an agreement accepting the payment of County medical and dental insurance premiums in lieu of government unemployment insurance payments during the period of a limited duration layoff due to summer closure.

L. <u>Alternative Benefits</u>

If the State of Oregon adopts a law which uniformly disqualifies employees on a limited duration layoff from receiving unemployment insurance, even if they are available for

and actively seeking suitable interim employment, the County and Union agree to meet to negotiate over the terms of possible alternative benefits or compensation to cover that period of unemployment. This shall be construed only as contractual authorization for such a policy. This shall not be construed as a purported waiver by the union of individual employee rights under the Oregon unemployment compensation statute.

M. <u>Insurance Benefits during Limited Duration Summer Layoff</u>

The County agrees to continue the medical/vision and dental benefits, without lapse in coverage, for school based employees who are subject to school-break limited duration summer layoff. The employee's cost share for medical/vision and dental benefits that accrue while they are on limited duration summer layoff will be collected from the employee's pay upon their resumption of work following limited duration layoff. The County Payroll will deduct up to ten percent (10%) of gross wages per pay period, until paid in full.

N. <u>Supplemental Life and Short Term Disability Insurance</u>

The County agrees to apply for the "teacher's waiver" so that employees laid off as the result of limited duration layoff who are rehired within ninety (90) days will be reinstated with supplemental life and short term disability insurance that was in force at the time of layoff.

O. <u>Grievances</u>

Any dispute over the meaning, interpretation or application of this Addendum shall be resolved through the grievance procedure set forth in Article 18.

P. <u>Holidays</u>

Notwithstanding the provisions of Article 7, members of the bargaining unit regularly assigned to the School Based Program/School Based Mental Health Program who request and are granted time off for any scheduled school closure, including but not limited to the school winter vacation closure, spring vacation closure, teacher in-service days, or any other scheduled school closure, will be permitted, upon advance written request, to use leave without pay without first exhausting paid vacation, Saved Holiday time and/or compensatory time off. Employees who take such period as an authorized, unpaid leave of absence during the winter vacation closure shall receive their Christmas and New Year's Holiday pay even though they are not in pay status on the days before and after such holidays. Unscheduled closures, such as those due to weather events, building safety issues, or any other unscheduled closures are not covered by this provision and are subject to the contract provisions and county personnel rules for building or office closures due to inclement weather and natural disasters.

Q. <u>Lateral Transfers for Mental Health Consultants</u>

1. This subsection applies to all school-based positions that are classified as Mental Health Consultants. The provisions of Article 22 shall apply except as follows:

2. Vacancies which occur during the school year may be filled by temporary or regular new appointments without regard to the Work Assignment process in Article 22. Such positions will be considered vacancies for purposes of the annual transfer process. New employees assigned to those positions during the school year may be reassigned to other positions for the following school year, pursuant to the provisions of this Addendum.

3. On an annual basis, a list of all vacancies, including those filled by new or temporary appointments during the school year, as well as positions that will be substantially changed the next school year, will be posted for ten (10) working days, with the first (1st) day of posting occurring on or about May 20 of each year. The posting will include the name of the person to contact, the deadline for consideration, and any other available, relevant information about each vacant position, including school and school district sites served, specific school needs as identified by school personnel, geographic locations of the assignment, etc. Eligibility for consideration will be limited to employees in the classification of Mental Health Consultant within the School Based Mental Health program.

4. A substantial change in a position is defined as one or more of the following:

a. Site change outside of the current school district:

b. An increase or decrease in hours (FTE) unless waived by the employee currently in the impacted position;

c. Change is scheduled work days unless waived by the employee currently in the position.

5. Employees on the transfer list will also be considered for vacancies which occur between the end of the May signup period but prior to August 1, provided they have given their summer contact information (email or regular mailing address) to management and respond to a notice of vacancy from management within five (5) working days of the date the notice is sent.

6. Employees who wish to transfer from their current assignment must submit their name and indicate which vacancies they wish to be considered for prior to the deadline specified in the posting.

7. Employees who wish to be considered for other vacancies which will result from this transfer process must also submit their names prior to the specified deadline, but are not required to specify which vacancies they are applying for.

8. Following the sign-up period, all vacancies, including those that result from the initial transfer of employees into posted vacancies, will be filled from the transfer list in accordance with Article 22.III.B and C. Employees not on the transfer list will not be considered for transfer.

9. Any vacancies not filled through the internal transfer process provided for in this Addendum will be posted within the designated work unit for lateral transfer. Any remaining vacancies at the conclusion of the process will be filled in accordance with the personnel rules for appointments, including but not limited to open competitive announcement.

10. Whenever management determines a need to change the assignments of a position in the School Based Mental Health Program, management will, whenever practical, provide an opportunity for input from affected staff prior to a final decision.

ADDENDUM K

LIMITED DURATION APPOINTMENTS

The parties agree that the following tables shall be utilized to outline the rights of employees in Limited Duration Appointments.

Employee Rights While in an LDA Position:

Scenario	Serve a Probation	Transfer Rights	Job Class Seniority	Countywide Seniority	Bump/ Recall Rights	Vacation Bidding	Schedule Bidding
New hire LDA employee	No	No	No	No	No	No	No
Regular status employee assigned an LDA that is a promotion or demotion	No	In base class only	Accrue in base class only	Accrue in base class only	In base class only	Use time spent in LDA to determine rights	Use time spent in LDA to determine rights
Regular status employee assigned an LDA that is a lateral	No	Yes	Yes	Yes	Yes	Yes	Yes

Reinstated Employees and LDAs:

Treat employee as if they were a temporary employee on a long-term assignment.

Scenario	Serve a Probation	Transfer Rights	Job Class Seniority	Countywide Seniority	Bump/ Recall Rights	Schedule Bidding	Vacation Bidding
Regular status employee who is laid off from county w/break in service; accepts an LDA position. Vacation accrual at previous rate and pay at previous step.	No	No	None	None	Employee remains on the recall list for the original designated period of time while in LDA position.	No	No

Employee Rights After an LDA Ends:

Scenario	Serve a Probation	Transfer Rights	Job Class Seniority	Countywide Seniority	Bump/Recall Rights	Vacation Bidding	Schedule Bidding
New hire LDA employee; hired into regular status after LDA ends (same classification, promotion or demotion) without a break in service	Yes (no credit for LDA time)	Yes	Same as seniority for temps hired into regular status	Same as seniority for temps hired into regular status	Yes	Yes	Yes
Regular status employee assigned an LDA that is a promotion; at end of the LDA promoted into same classification as LDA	Yes	Yes	Same as seniority for temps hired into regular status	Same as seniority for temps hired into regular status	Yes	Yes	Yes

Employee Reinstatement Rights at the End of an LDA:

Type of Employee	Reinstatement Rights
New hire LDA employee	None; employee is separated from employment
Regular status employee working in an LDA	Employee is returned to base classification in home department; if there are no vacancies, then look for a vacancy countywide; if no vacancies, then normal bumping rules apply
Recalled to regular status after break in Service	Only if hired into regular status, in same classification, with no break from LDA to regular status.

LDAs and Layoff:

Scenario	Serve a Probation	Transfer Rights	Job Class Seniority	Countywide Seniority	Bump/Recall Rights	Vacation Bidding	Schedule Bidding
Regular status employee subject to layoff is offered an LDA (lateral or demotion to previously held classification) Note: An offer to employees to bump into an LDA is by mutual agreement of Local 88 and the County	No	No	Same as seniority for temps hired into regular status	Yes	Employees can decline an LDA and remain on recall list Failure of an employee in an LDA to accept a recall offer would result in removal from the recall list	Use time spent in LDA to determine rights	Use time spent in LDA to determine rights

Notes: 1. Vacation bidding rights are subject to the Memorandum of Agreements signed by each department, Local 88, and Labor Relations.

2. "Home" department for the purpose of establishing limited duration rights is the department in which the employee held a regular status position in prior to being placed in a limited duration assignment.

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