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**2007-2012**

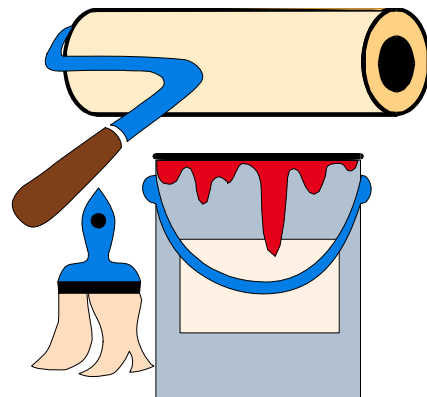
**AGREEMENT**

**between**

**Multnomah County, Oregon**

**and**

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



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**2007-2012  
AGREEMENT  
BETWEEN  
MULTNOMAH COUNTY, OREGON  
AND  
INTERNATIONAL UNION OF PAINTERS AND  
ALLIED TRADES,  
DISTRICT COUNCIL 5, AFL-CIO  
LOCAL UNION 1094**



**LABOR RELATIONS SECTION  
501 SE HAWTHORNE BLVD, SUITE 400  
PORTLAND, OR 97214  
503-988-5135**

**This document is available in accessible format upon request**

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**2007-2012  
A G R E E M E N T  
Between  
MULTNOMAH COUNTY, OREGON  
AND  
INTERNATONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES  
AND  
DISTRICT COUNCIL 5 OF OREGON, WASHINGTON AND IDAHO, AFL-CIO**

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**ARTICLE 1**

**PREAMBLE**

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and International Brotherhood of Painters and Allied Trades and District Council 5 of Oregon, Washington and Idaho, 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 objective of providing ever improved services to the public of Multnomah County.

The parties agree as follows:



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**ARTICLE 2**  
**RECOGNITION**

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

**ARTICLE 3**

**UNION SECURITY AND CHECK OFF**

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

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

11 A. One-half (.5) of the current monthly Union membership dues of  
12 those Union members who individually request such deductions in writing on the  
13 form attached hereto as Addendum B; or

14 B. One-half (.5) of the current monthly service fee, in lieu of dues, or  
15 such lesser amount as determined by Subsection d. below, from any employee  
16 who is a member of the bargaining unit and who has not joined the Union within  
17 thirty (30) days of becoming an employee. This service fee shall be segregated  
18 by the Union and used on a pro rata basis solely to defray the cost of its services  
19 in negotiating and administering this contract.

20 C. The Union expressly agrees that it will safeguard the rights of  
21 non-association of employees, based upon bona fide religious tenets or  
22 teachings of a church or religious body of which such employee is a member.  
23 Such employee shall pay the in-lieu-of-dues payment to a non-religious charity  
24 mutually agreed upon by the employee making such payment and the Union, or  
25 in lieu thereof, the employee shall request that such in-lieu-of-dues payment be  
26 not deducted and shall make such payment to a charity as heretofore stated and  
27 shall furnish written proof to the Union and the County, when requested, that this  
28 has been done.

29 D. The Union expressly agrees that no funds derived from the  
30 in-lieu-of-dues payment shall be expended for political purposes by the Union.

1           The amount of monthly service fee shall be set at the amount of dues  
2 generally deducted less any present or future service, benefit, or activity not  
3 enjoyed by non-Union members of the bargaining unit.

4           The amounts to be deducted shall be certified to the County by the  
5 Financial Secretary of the Union, and the aggregate deductions of all employees  
6 shall be remitted, together with an itemized statement to the Treasurer of the  
7 Union by the first day of the succeeding month after such deductions are made.

**ARTICLE 4**

**MANAGEMENT RIGHTS**

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

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**ARTICLE 5**

**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 in the County where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established in the County by any labor organization when called upon to cross such picket line in the line of duty. Any employee engaging in any activity in violation of this article shall be subject to immediate disciplinary action or discharge. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross the picket line when directed to perform work which does not properly fall within the scope and jurisdiction of this local Union.

**ARTICLE 6**

**HOLIDAYS**

1. Holidays The following shall be recognized and observed as paid holidays:

- ◆ Any day the President of the United States and/or the Governor declares a holiday for all employees employed in the public sector.
- ◆ New Year's Day (January 1<sup>st</sup>)
- ◆ Dr. Rev. Martin Luther King Jr.'s Birthday (3<sup>rd</sup> Monday in January)
- ◆ Washington's Birthday (3<sup>rd</sup> Monday in February)
- ◆ Memorial Day (last Monday in May)
- ◆ Independence Day (July 4<sup>th</sup>)
- ◆ Labor Day (1<sup>st</sup> Monday in September)
- ◆ Veterans' Day (November 11<sup>th</sup> or date of County observance)
- ◆ Thanksgiving Day (4<sup>th</sup> Thursday in November)
- ◆ Christmas Day (December 25<sup>th</sup>) or with the approval of the supervisor, this day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for, or works on December 25.
- ◆ Eight (8) hours to be used as a 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 the holiday usage requested is impracticable, the employee shall be credited with eight (8) hours of Saved Holiday time.

2. Holiday Observance

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

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

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

3. Holiday Pay Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Part-time employees shall receive

1 holiday pay equivalent to their full time equivalency (FTE). To be eligible for holiday pay,  
2 employees must be in pay status both on the day before and on the day after the  
3 observed holiday; part-time employees must be in pay status on the last scheduled day  
4 before and on the first scheduled day after the holiday.

5 4. Holiday During Leave Should an employee be on authorized leave with pay  
6 when a holiday occurs, such holiday shall not be charged against such leave.

7 5. Holiday Work Employees required to work on a recognized holiday will be  
8 compensated at one-and-one-half (1-1/2) times their regular rate of pay for the holiday  
9 worked, in addition to their regular holiday pay.

10 6. Saved Holidays An employee required to work on a recognized holiday may  
11 elect to be compensated for such work by electing to convert the time and one-half  
12 (1-1/2) pay Section 5 to an equal amount of Saved Holiday time. Saved Holiday time  
13 may be used at the discretion of the employee with the consent of his or her supervisor,  
14 and will be charged in accordance with Article 14, Section 8. Saved Holiday time not  
15 used by the end of the fiscal year in which it is accrued will be forfeited. Upon  
16 separation from service employees will be paid for unused Saved Holiday time at their  
17 regular rate of pay. In the event of an employee's death, his or her heirs will receive  
18 payment for unused Saved Holiday time at the employee's regular rate of pay.

**ARTICLE 7**

**VACATION LEAVE**

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

2. Table of Vacation Accrual Rates

1. <u>Years of Service</u>	2. <u>Hours Accrued Per Pay Period</u>	3. <u>Hours (Weeks) Accrued Per Year by Forty Hour Employees</u>	4. <u>Maximum Hours Accruable</u>
Less than 2	4.0	96 (2.4 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

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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 MCPR 1-10-040 and will be adjusted for unpaid leaves of absence, or layoffs, in excess of thirty (30) days. Part-time work will count on a full-time basis.



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

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

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

8 4. Payoff Upon Termination or Death Unused vacation leave shall be paid to the  
9 employee at his or her regular rate of pay at the time of separation from service. In the  
10 event of an employee's death, unused vacation leave shall be paid to the employee's  
11 heirs at his or her regular rate of pay. This section is subject to any restrictions  
12 contained in Addendum E – VEBA.

13 5. Use and Scheduling of Accrued Vacation Employees shall be permitted to  
14 choose either a split or entire vacation. Whenever possible, consistent with the needs  
15 of the County and the requirement for vacation relief, employees shall have the right to  
16 determine vacation times, but in any case vacation times shall be selected on the basis  
17 of seniority; however, each employee will be permitted to exercise his or her right of  
18 seniority only once per calendar year as provided herein. Use of seniority shall be  
19 confined to times during the same calendar year selected during the annual sign-up.  
20 The annual sign up may occur each January, beginning on the first work day and  
21 ending on the last workday of that month. Employees shall be permitted to express  
22 their first, second, and third preferences for vacation times during this sign-up, to ensure  
23 orderly selection of preferred vacation times in the event their higher preference times  
24 are taken by senior employees. Seniority may not be used to obtain preferred vacation  
25 times after the January sign-up concludes. However, seniority may be used during the  
26 January sign-up to secure either a continuous vacation or a vacation plan consisting of  
27 two (2) or more non-continuous weeklong segments. Sign-up shall be in weekly  
28 increments. After the January sign up period, vacation shall be permitted on a "first  
29 come, first served" basis.

1 6. Use of Accrued Vacation for Sick Leave and Other Purposes The requirements  
2 for using accrued vacation for sick leave and other purposes and the sequencing of  
3 such leave use, is specified in Article 9, "Section 2.C".

4 7. Use of Accrued Vacation for Emergencies and Preventative Health Care

5 A. Usage of Emergency Leave and Preventative Health Care Leave

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

8 B. Emergency Leave

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

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

16 C. Preventative Care

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

19 D. Misuse and Failure to Properly Report

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

1 **ARTICLE 8**

2 **SICK LEAVE**

3  
4 I. **Paid Sick Leave**

5 A. **Definition and Allowable Use** Sick leave is a leave of absence with pay  
6 which may be used when the employee is directly affected by any of the health  
7 conditions listed below, or when specified others are affected by the conditions listed,  
8 and require the employee's care.

9 1. **Specified others**

- 10 a. Members of the employee's immediate household; or  
11 b. The employee's spouse, parents, or children as defined in  
12 the federal Family and Medical Leave Act (hereafter referred to as the "FMLA"); or  
13 c. The employee's parents-in-law, grandparents and  
14 grandchildren as defined in the Oregon Family Leave Act (hereafter referred to as  
15 "OFLA"); or  
16 d. The employee's domestic partner as designated in an  
17 Affidavit of Domestic Partnership submitted to Employee Benefits; or  
18 e. The children and parents of such domestic partner, defined  
19 as if the domestic partner was the employee's spouse.

20 2. **Covered health conditions**

- 21 a. Any condition covered by FMLA or OFLA; or  
22 b. Any other illness, injury, or quarantine based on exposure to  
23 contagious disease; or  
24 c. Medical and dental appointments

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

29 4. **Occupationally related conditions** Use of sick leave for  
30 occupationally related conditions is limited to the provisions of Article 13, Workers  
31 Compensation.

1           B.    Accrual Employees shall accrue sick leave at the rate of .0461 hours for  
2 each straight time hour worked. Sick leave may be accrued on an unlimited basis.  
3 Straight time hours worked includes paid holidays and leaves with pay taken during the  
4 work week.

5           C.    Reporting of Sick Leave An employee who must be absent by reason of  
6 illness or injury shall make reasonable effort to notify his or her immediate supervisor at  
7 least one (1) hour before the beginning of his or her scheduled shift.

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

13          E.    Time Charging for Sick Leave Sick leave shall be charged in accordance  
14 with the uniform time charging provisions of Article 14.

15 2.    Use and Misuse of Leave for Sick Leave Purposes

16          A.    Counting Against FMLA, OFLA Entitlements Sick leave and any other  
17 forms of paid or unpaid leave used for FMLA and/or OFLA qualifying conditions, or  
18 absence due to a deferred or approved Workers Compensation claim based on such  
19 conditions, will be counted against an employee's annual FMLA and/or OFLA leave  
20 entitlements. Effective January 1, 2008, employees on an absence due to approved  
21 Workers Compensation claim will not have such time count against an employee's  
22 OFLA leave entitlement.

23          B.    Legitimate Use

24               1.    Verification of use

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

29                   b.    Management may require medical verification of absence  
30 due to non-FMLA and non-OFLA covered illness or injury under the following  
31 conditions:

- 1                   i.       The employee has been absent for more than three
- 2 (3) consecutive work days; or
- 3                   ii.       The employee has exhausted all sick leave; or
- 4                   iii.       The employee has had five (5) or more events with
- 5 less than twenty-four (24) hours notice in a six (6) month period; or
- 6                   iv.       Management reasonably believes that the absence
- 7 may not be bona fide.

8                   2.       Discipline Subject to the limitations of law, including but not limited

9 to those of the FMLA, discipline may be imposed under the following conditions:

10                   a.       Abuse of sick leave

11                               Misuse of sick leave and other forms of leave used in lieu of

12 sick leave are cause for disciplinary action.

13                   b.       Use of accrued sick leave

14                               i.       Use of accrued sick leave, without abuse of such

15 leave, will not be cause for discipline.

16                               ii.       When the intermittent use of accrued sick leave or

17 other paid or unpaid leave used in lieu of sick leave interferes significantly with an

18 employee's ability to perform the duties of his or her job, management may do the

19 following (subject to the requirements of law, including, but not limited to, the FMLA):

20                                       (a)       Require the employee to take continuous

21 leave; or

22                                       (b)       Change the employee's work assignment for

23 six (6) months or until use of intermittent leave ends, whichever comes sooner.

24                   c.       Excessive absenteeism

25                               The parties recognize that every employee has a duty to be

26 reliably present at work, and that failure to confine sick leave usage to accrued and

27 available sick leave raises the possibility of discipline for excessive absenteeism. Such

28 cases, however, are subject to just cause review and require systematic examination of

29 relevant factors, including but not limited to:

30                               i.       Any legal requirements, including, but not limited to

31 those of the FMLA or the ADA.

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

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

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

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

10           C.     Sequencing of Leaves The use of vacation leave, saved holiday time,  
11 compensatory time, and leave without pay is subject to approval by management  
12 according to the requirements of Articles 8, 7, 15, and 10, respectively. However,  
13 unless otherwise required by law, forms of leave shall be used and exhausted in the  
14 following sequences:

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

- 17                           a.     Sick leave until it is exhausted;  
18                           b.     Vacation leave, saved holiday time, or compensatory time,  
19 sequenced at the employee's option, until they are exhausted;  
20                           c.     Leave without pay.

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

24                   3.     Leave for other purposes will be taken in the following order:  
25                           a.     Vacation leave, saved holiday time, or compensatory time,  
26 sequenced at the employee's option (to the extent allowed by vacation sign-up  
27 provisions) until they are exhausted;

28                           b.     Leave without pay

29           D.     Limitations on the Use of Leave Without Pay in Lieu of Sick Leave

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

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

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

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

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

29                  c.     Proceed with the disciplinary process.

30          3.     Fitness for Duty The parties recognize that employees have the responsibility to  
31          report to work fit for duty. To ensure such fitness, management may send employees

1 for medical or psychological examination when the supervisor reasonably believes that  
2 the employee is not fit for duty or may be a danger to themselves or others. Any such  
3 examinations will be at County expense.

4 4. Incentive Conversion Full-time employees who have worked the twelve (12)  
5 months preceding June 30 of any year, (*does not include FMLA/OFLA*) may at their  
6 option, convert accrued sick leave to saved holiday time to be taken in accordance with  
7 Article 7, Section 6 subject to the following schedule:

8

9	Hours of sick leave used	Allowable additional
10	in 24 pay periods preceding	<u>Saved Holidays</u>
11	<u>June 30 of any year</u>	

12

13	(1) None	3 days
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14	(2) 0.1 - 8 hours	2 days
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15	(3) 8.1 - 16 hours	1 day
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16

17 5. Bereavement Leave An employee shall be granted not more than three (3) days  
18 leave of absence with full pay in the event of death in the immediate family of the  
19 employee to make household adjustments or to attend funeral services. If such funeral  
20 is beyond three-hundred-fifty (350) miles, the employee may be granted up to three (3)  
21 additional days with pay at the discretion of his or her supervisor for travel and personal  
22 considerations. For purposes of Bereavement Leave, an employee's immediate family  
23 shall be defined as spouse, parents, step-parents, children, step children, brother,  
24 sister, step brother, step sister, grandparents, grandchildren, father-in-law,  
25 mother-in-law, sister-in-law, brother-in-law, member of the employee's immediate  
26 household. For the purpose of this section, an employee is entitled to receive the same  
27 bereavement leave for his/her domestic partner, as designated in an Affidavit of  
28 Domestic Partnership submitted to Employee Benefits, and family as for a spouse. In  
29 relationships other than those set forth above, under exceptional circumstances, such  
30 leave of absence may be granted by the County Chair or his or her designee(s) upon  
31 request.



1 6. Disability Insurance Any employee covered by this Agreement may participate in  
2 the short-term disability insurance program consistent with carrier contract(s), the  
3 monthly premium to be paid individually through payroll deduction.

4 7. Long Term Disability All bargaining unit employees will be covered by a  
5 County-paid group long term disability insurance policy, the provisions of which will be  
6 the same as those in the UNUM group policy available to Multnomah County  
7 employees.

1 **ARTICLE 9**

2 **OTHER LEAVES**

3  
4 1. **Leave of Absence** Consistent with the needs of the County, leaves of absence  
5 without pay for a limited period not to exceed thirty (30) days will be granted by an  
6 employee's appointing authority for any reasonable purpose, and such leaves may be  
7 renewed or extended for any reasonable period up to one (1) year.

8 Any employee who has been granted a leave of absence and who for any reason  
9 fails to return to work at the expiration of said leave of absence shall be considered as  
10 having resigned his or her position with the County, and his or her position shall  
11 thereupon be declared vacated, except and unless the employee prior to the expiration  
12 of his or her leave of absence has made application for and has been granted an  
13 extension of said leave or has furnished evidence that he or she is unable to return to  
14 work by reason of sickness or physical disability.

15 2. **Jury Duty** Employees shall be granted leave with full pay in lieu of jury fees any  
16 time they are required to report for jury duty. If an employee is excused or dismissed  
17 prior to end of the normal work shift, he shall report back to work if practicable.  
18 Procedures for reporting back to work shall be as specified by the division head.

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

22 4. **Union Business** Employees elected to any Union office or selected by the Union  
23 to do work which takes them from their employment with the County shall, at the written  
24 request of the Union, be recommended in accordance with the leave provisions set forth  
25 in Multnomah County Code 3.10.260 or its successor for a leave of absence exceeding  
26 thirty (30) days. Members of the Union selected by the Union to participate in any other  
27 Union activity shall be granted a leave of absence at the request of the Union.

28 5. **Educational Leave** After completing one (1) year of service, an employee, upon  
29 request, may be granted a leave of absence without pay for educational purposes at an  
30 accredited school when it is related to his or her employment. The period of such leave

1 of absence shall not exceed one (1) year, but it may be renewed or extended upon the  
2 request of the employee when necessary.

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

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

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

18 7. Parental Leave An employee's entitlement to parental leave shall be governed  
19 by FMLA and OFLA. The employee may use his or her accrued sick leave, vacation  
20 time, compensatory time, or saved holiday time as provided therein.

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**ARTICLE 10**  
**HEALTH & WELFARE**

I. Medical and Dental Insurance

A. Contribution Toward Insurance Premiums

1. Full-time employees

a. Full-Time Employee - Definition

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

b. Medical/Vision/Prescription Insurance

Effective July 1, 2007 each eligible full-time active enrolled employee's monthly contribution for the purchase of medical/vision/prescription benefit plan coverage will be as follows:

Plan		Total Premium	Full-Time Employee Monthly Contribution Rate
<b>ODS Plus PPO Plan</b>			
	Single	\$499.68	\$49.98
	Two-Party	\$999.38	\$99.94
	Family	\$1,425.14	\$142.50
<b>ODS Preferred PPO Plan</b>			
	Single	\$439.18	\$13.18
	Two-Party	\$878.36	\$26.36
	Family	\$1,252.58	\$37.58
<b>ODS Major Medical Plan - Full-Time employee receives \$50 monthly rebate</b>			
	Single	\$225.06	\$0.00
	Two-Party	\$448.68	\$0.00
	Family	\$639.14	\$0.00
<b>Kaiser HMO Plan</b>			
	Single	\$430.64	\$8.60
	Two-Party	\$861.28	\$17.24
	Family	\$1,227.32	\$24.54

16

1                   The County and Union agree to shift the Health plan year from the  
 2 current fiscal year basis of July – June to a calendar year basis as of January 1, 2009.  
 3 Although the above listed Total Premiums may change on July 1, 2008, the County  
 4 agrees to maintain the listed Employee Monthly Contribution Rates through December  
 5 31, 2008.

6                   Effective January 1, 2009 each eligible full-time active enrolled  
 7 employee’s monthly contribution for medical/vision/prescription coverage will be  
 8 calculated as a percentage of the total monthly premium for each  
 9 medical/vision/prescription benefit plan is as follows:

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

11  
 12                   c.     Dental Insurance

13                   Effective July 1, 2007 each eligible full-time active enrolled  
 14 employee’s monthly contribution for the purchase of dental benefit plan coverage will be  
 15 as follows:

Plan	Total Premium	Full-Time Employee Monthly Contribution Rate
ODS Dental Plan		
Single	\$46.92	\$4.68
Two-Party	\$93.86	\$8.46
Family	\$133.72	\$12.04
Kaiser Dental Plan		
Single	\$71.66	\$8.04
Two-Party	\$143.30	\$16.08
Family	\$204.20	\$23.80

16  
 17                   The County and Union agree to shift the Health plan year from the  
 18 current fiscal year basis of July – June to a calendar year basis as of January 1, 2009.  
 19 Although the above listed Total Premiums may change on July 1, 2008, the County

1 agrees to maintain the listed Employee Monthly Contribution Rates through December  
 2 31, 2008.

3 Effective January 1, 2009 each eligible full-time active enrolled  
 4 employee's monthly contribution for dental coverage will be calculated as a percentage  
 5 of the total monthly premium for each dental benefit plan is as follows:

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

6

7 2. Part-time employees

7

8 a. Part-Time Employee - Definition

8

9 Employees who are regularly scheduled to work 20 to 31.99  
 10 hours per week.

9

11 b. Medical/Vision/Prescription Insurance

11

12 Effective July 1, 2007 each eligible part-time active enrolled  
 13 employee's monthly contribution for the purchase of a medical/vision/prescription  
 14 benefit plan is as follows:

12

13

14

Plan	Total Premium	Part-Time Employee Monthly Contribution Rate
ODS Plus PPO Plan		
Single	\$499.68	\$274.62
Two-Party	\$999.38	\$550.70
Family	\$1,425.14	\$786.00
ODS Preferred PPO Plan		
Single	\$439.18	\$164.12
Two-Party	\$878.36	\$379.68
Family	\$1,252.58	\$563.44
ODS Major Medical Plan		
Single	\$225.06	\$0.00
Two-Party	\$448.68	\$0.00
Family	\$639.14	\$0.00
Kaiser HMO Plan		
Single	\$430.64	\$155.58
Two-Party	\$861.28	\$362.60
Family	\$1,227.32	\$538.18
Kaiser Maintenance Medical Plan		

	Single	\$323.04	\$0.00	
	Two-Party	\$646.06	\$25.84	
	Family	\$920.64	\$64.44	

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The County will provide the ODS Major Medical Plan at no cost to part-time employees. Part-time employees may elect to purchase one of the other medical/vision/prescription plans available through the County and part-time employee will pay the difference in cost between the County's allowance for the Major Medical Plan and the cost of the selected plan based on coverage level (single, two-party, or family). The County will provide an additional fifty dollar (\$50) monthly premium subsidy to part-time employees who enroll in either the Kaiser HMO Plan or the ODS Preferred PPO Plan, regardless of tier.

The County and Union agree to shift the Health plan year from its current fiscal year basis of July – June to a calendar year basis as of January 1, 2009. Although the above listed Total Premiums may change on July 1, 2008, the County agrees to maintain the listed Employee Monthly Contribution Rates through December 31, 2008.

Effective January 1, 2009 the County will provide the ODS Major Medical Plan at no cost to part-time employees. The part-time employee's monthly contribution rate for the Kaiser Maintenance Plan will equal ten percent (10%) of the total monthly premium for the Kaiser Maintenance Plan. Otherwise, part-time employees may elect to purchase one of the other medical/vision/prescription plans available through the County and part-time employee will pay the difference in cost between the County's allowance for the Major Medical Plan and the cost of the selected plan based on coverage level (single, two-party, or family). The County will provide an additional fifty dollar (\$50) monthly premium subsidy to part-time employees who enroll in either the Kaiser HMO Plan or the ODS Preferred PPO Plan, regardless of tier.

c. Dental Insurance Part-time employees may receive dental benefits upon payment of fifty percent (50%) of the total monthly dental plan premium.

d. 30 Hour Employees The County agrees that any change in benefit structure for employee who work thirty (30) hours but less than thirty-two (32)

1 hours per week by the County/Local 88 Joint Committee shall be communicated to the  
2 Union by the County, and subject to mutual agreement of the parties may also apply to  
3 employees covered by this agreement.

4 B. Health Care Cost During the Term of Agreement Local 1094 and the  
5 County recognize the increased cost in health care to be a major concern. In an effort  
6 to collaborate together over quality health plans, design changes and increasing costs,  
7 the County agrees to notify the Union any time there is a proposed change in plan cost,  
8 change in plan designs by any other bargaining unit or any optional changes proposed  
9 by carriers that would impact plan design cost or plan designs. The County agrees to  
10 meet with the Union when ever the Union requests to meet regarding proposed  
11 changes in plan cost, changes in plan designs by other bargaining units or changes  
12 offered by carriers that would impact plan designs. Changes in plans or plan designs  
13 which are mandatory due to carrier changes, and which cannot be resolved by a  
14 meeting, shall be subject to impact bargaining only. Mandated coverage changes due  
15 to Federal or State laws, rules, or regulations shall be presented to the Union but will be  
16 implemented by the County as required by law. January 1, 2009 plan changes outlined  
17 in Addendum F are hereby agreed upon and not subject to change, unless the parties  
18 mutually agree to a modification by way of Memorandum of Agreement.

19 C. Premium Calculations For Kaiser Plans, the premium charges shall be  
20 the amount charged by Kaiser to the County. For the ODS plans, the premium charges  
21 shall be calculated, using sound actuarial principles, and include projected claim costs  
22 based on plan experience as required by state regulations, IBNR expenses, Oregon  
23 Medical Insurance Pool assessments, pharmaceutical claim expenses, stop-loss  
24 premiums, third-party benefit plan administration costs, and an appropriate trend factor  
25 selected to limit County contributions and employee cost shares while providing  
26 adequate funding for plan operations.

27 D. Employee Contribution Employee contributions will be made through  
28 payroll deductions. Enrollment in a County sponsored medical/vision/prescription plan  
29 and associated employee contribution is mandatory for employees who do not "Opt Out"  
30 of medical/vision/prescription coverage.



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

3 F. Opt-Out - Waiver of Benefits

4 1. Employees may elect to waive participation (Opt Out of coverage)  
5 in the County's medical/vision/prescription insurance plans by making that election on  
6 their Benefit Enrollment form. Employees making such election must provide proof of  
7 other group medical/vision/prescription insurance in order to make the Opt Out election.  
8 Employees will not be eligible to change their election until the County's official open  
9 enrollment period, unless the employee experiences an IRS recognized family status  
10 change event that would allow a mid-year health plan election change.

11 2. Full-Time Employees Who Opt Out

12 Effective July 1, 2007 employees who Opt Out  
13 medical/vision/prescription coverage will receive a reimbursement paid by the County of  
14 one-hundred-fifty dollars (\$150) (gross) per month.

15 Effective January 1, 2009 employees who waive  
16 medical/vision/prescription coverage will receive a reimbursement paid by the County of  
17 two-hundred-fifty dollars (\$250) (gross) per month.

18 3. Part-Time Employees who waive coverage.

19 Effective July 1, 2007 employees who waive  
20 medical/vision/prescription coverage will receive a reimbursement paid by the County of  
21 seventy-five (\$75) (gross) per month.

22 Effective January 1, 2009 employees who waive  
23 medical/vision/prescription coverage will receive a reimbursement paid by the County of  
24 one-hundred-twenty-five (\$125) (gross) per month.

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

31 If the County chooses to change from a plan or carrier which is still

1 available, the County agrees that the overall existing level of benefits for each plan will  
2 not be reduced.

3 H. Premium Reimbursement for Part-time employees Part-time employees  
4 who work full time (at least eight-tenths (.8) FTE) for six (6) consecutive pay periods will  
5 be reimbursed for the difference between the part-time employee contribution and the  
6 full-time employee contribution, as if they were entitled to full-time benefits during that  
7 period for their elected County offered medical and/or dental plans. A part-time  
8 employee who has elected the Kaiser Maintenance Plan will be reimbursed for the  
9 amount of their part-time employee contribution (because this plan does not have a full-  
10 time equivalent plan). There is no reimbursement available to employees who have  
11 elected the Major Medical Plan or who Opt Out. Any such premium reimbursements  
12 made to the employee will be adjusted for appropriate taxes.

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

17 I. Retirees Provisions governing retiree participation in County medical and  
18 dental plans are in Addendum C.

19 J. Default Enrollment

20 1. New full-time employees who fail to submit timely application for  
21 enrollment into the medical-dental benefit plans described in Section A will be enrolled  
22 by default in the County's Major Medical plan and ODS Dental plan, with employee only  
23 coverage. Eligible dependents of such employees may be enrolled in the default plans  
24 if the employee submits application requesting dependent enrollment within fifteen (15)  
25 days of receiving notice of his or her default enrollment.

26 2. New part-time employees who fail to submit a timely application for  
27 enrollment into the medical and dental benefits described in Section A above will be  
28 enrolled by default in the County's Major Medical plan, with employee only coverage.  
29 Eligible dependents of such employees may be enrolled in the default plan if the  
30 employee submits application requesting dependent enrollment within fifteen (15) days  
31 of receiving notice of his or her default enrollment.

1 K. Eligible Dependents

2 1. Spouses and domestic partners

3 a. Definitions

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

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

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

13 (b) Has a close personal relationship.

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

16 (a) Are not legally married to anyone;

17 (b) Are each eighteen years of age or older;

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

20 (d) Were mentally competent to contract when the  
21 domestic partnership began;

22 (e) Are each other's sole domestic partner;

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

26 b. Enrollment of Spouse/Domestic Partner

27 Employee may enroll spouse or domestic partner in County  
28 medical and dental plans upon completion of the County's Affidavit of Marriage or  
29 Domestic Partnership and applicable enrollment forms. Enrollment times and other  
30 procedures for administration of the medical/vision and dental insurance plans shall be  
31 applied to employees with domestic partners in the same manner as to married

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

3 2. Children

4 "Eligible children" includes:

5 (i) Any unmarried biological or adoptive child of the  
6 employee or employee's spouse/domestic partner who is under the age of twenty-three  
7 (23) is a dependent under the federal tax code and chiefly supported by the employee  
8 or employee's spouse/domestic partner; or

9 (ii) A court appointed ward of the employee or  
10 employee's spouse/domestic partner; or

11 (iii) Anyone under the age of twenty-three (23) for whom  
12 the employee is required by court order to provide coverage, or

13 (iv) The children (grandchild of employee) of enrolled,  
14 eligible children of the employee or employee's spouse/domestic partner when both  
15 grandchild and parent child are currently enrolled as dependents under employee's  
16 County sponsored coverage.

17 An eligible dependent enrolled under employee's County  
18 sponsored health plan, who becomes permanently disabled prior to their twenty-third  
19 (23<sup>rd</sup>) birth date, may be eligible for continued health plan coverage after reaching the  
20 usual maximum dependent age of twenty-three (23). Employee's with a dependent  
21 child in this situation should contact the County Employee Benefits Office three months  
22 prior to child's twenty-third (23<sup>rd</sup>) birth date to initiate eligibility review process.

23 b. Enrollment of Dependent Children

24 Employee may enroll eligible children in County medical and  
25 dental plans upon completion of the County's Affidavit for Health Plan Enrollment of  
26 Dependent children and applicable enrollment forms. Children must be enrolled in the  
27 same plans as the employee.

28 3. Termination of Dependent Health Plan Coverage

29 Written notice from employee upon termination of marriage or  
30 domestic partnership or any other change in dependent eligibility is required.

1 Employees are responsible for timely reporting of any change in the eligibility status of  
2 enrolled dependent family members to the County Employee Benefits Office.

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

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

10 c. Employees must remove from coverage a child who has  
11 become ineligible because he or she is twenty-three (23) years old, or for any other  
12 reason by completing a Benefit Change form and submitting completed form to the  
13 Employee Benefits Office.

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

20 e. Termination of dependent health plan coverage ends on the  
21 end of the calendar month in which the termination event occurs, examples.

22

Terminating Event	Coverage End Date
Divorce	End of month divorce became final
Dissolution of domestic partnership	End of month partner moved out of shared residence
Child Marries	End of month that marriage occurred

23

24 L. When Benefits Coverage Begins and Ends

25 1. Coverage for new employees

26 a. Medical and Dental Benefits

27 The employee and eligible dependents will be covered by  
28 medical and dental benefits the first day of the month following hire, provided the

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

9 2. Benefits coverage for terminating employees

10 a. Retirees

11 i. County-subsidized coverage

12 Benefits options for retirees are provided for in

13 Addendum C.

14 ii. Unsubsidized benefits

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

17 b. Other terminating employees

18 i. County-subsidized coverage

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

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

22  
23 Example: Employee A's last working day in paid status day is July 15. Employee A's  
24 County sponsored health plan coverage will end July 31. Employee B's last working  
25 day in paid status day is July 16. Employee B's County sponsored health plan coverage  
26 will end August 31. Employee B will have additional cost shares deducted from final  
27 paychecks to cover the cost shares for August coverage.

28 ii. Unsubsidized benefits

1 Terminating employees may continue to purchase  
2 coverage under County medical and dental benefits plans on a self-pay basis as  
3 mandated by law.

4 3. Employees on unpaid leaves of absence

5 a. Leaves of less than 30 days

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

9 b. FMLA/OFLA Leaves

10 The County will contribute toward medical/vision/prescription  
11 and dental insurance coverage during unpaid approved FMLA leave as required by law.  
12 Unpaid cost shares will be recovered from employee when employee returns to paid  
13 status. If the employee remains on unpaid leave for more than thirty (30) days after  
14 FMLA leave is exhausted, the leave will be treated as an unpaid leave of absence per  
15 "Subsection c.i" below, except that the last day of FMLA leave will be deemed the  
16 employee's last day in pay status.

17 During unpaid OFLA leave only, the County will not  
18 contribute toward medical/vision/dental insurance coverage.

19 c. Non-FMLA/OFLA unpaid leaves

20 i. Lapsing of County-subsidized coverage

21 Lapsing of County-subsidized coverage occurs after  
22 passage of thirty (30) day leave period. 31<sup>st</sup> day of leave with unpaid status triggers loss  
23 of health plan coverage. If 31<sup>st</sup> day of unpaid non-FMLA/OFLA leave occurs:  
24

31 <sup>st</sup> Day of Leave	Coverage Ends
1st - 15th of month	30/31st of the month
16th - 31st of month	30/31st of the following month

25  
26 Example: Employee A goes on non-FMLA/OFLA unpaid leave effective July 15. Leave  
27 period exceeds thirty (30) days. 31<sup>st</sup> day of leave is August 14. Employee A's County  
28 sponsored health plan coverage will end August 31. Employee B goes on non-  
29 FMLA/OFLA unpaid leave July 18. Leave period exceeds thirty (30) days. Th 31<sup>st</sup> day

1 of leave is August 17. Employee B's County sponsored health plan coverage will end  
2 September 30.

3 ii. Continuation of Coverage through COBRA

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

6 iii. Benefits Coverage upon return from a leave

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

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

20 2. Other Benefits

21 A. Flexible Spending Accounts

22 1. Medical expenses

23 To the extent permitted by law, Medical Expense Reimbursement  
24 Plan (MERP) accounts, which allow employees to pay for deductibles and  
25 unreimbursed medical, dental, and vision expenses with pre-tax wages, will be available  
26 according to the terms of the Multnomah County Medical Expense Reimbursement Plan  
27 number 504.

28 2. Dependent care expenses

29 To the extent permitted by law, Dependent Care Assistance Plan  
30 (DCAP) accounts, which allow employees to pay for dependent care with pre-tax



1 wages, will be available according to the terms of the Multnomah County Dependent  
2 Care Assistance Plan number 502.

3 B. Life Insurance The County agrees to provide each employee covered by  
4 this Agreement with term life insurance in the amount of thirty thousand dollars  
5 (\$30,000). Employees may purchase supplemental term life insurance coverage for  
6 themselves, their spouse or their domestic partner consistent with carrier contract(s) by  
7 payroll deduction. Premiums will vary according to age of the insured.

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

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

17 D. Disability Insurance The County shall provide bargaining unit members  
18 with a group Long Term Disability insurance Policy with the same terms as apply to  
19 other Multnomah County union and management employee's under UNUM insurance  
20 Policy including a ninety (90) day waiting period.

1 ARTICLE 11

2 PENSIONS

3  
4 1. PERS The County shall continue to participate in the Oregon Public Employees  
5 Retirement System (PERS) pursuant to the Intergovernmental Integration Agreement  
6 between the County and PERS, dated January 22, 1982.

7 2. PERS "Pick-Up" and "Pick-Up" Under IRC Section 414(h)(2) The County shall  
8 pay the "pick-up" of the required six percent (6%) employee contribution to PERS as  
9 provided in ORS 238.205. If for any reason the ORS 238.205 "employer pick-up" is no  
10 longer legally available the County shall on the last payroll period of this Agreement  
11 increase employee wages by six percent (6%) and return to the limited "pick up"  
12 provided for prior to the resumption of PERS pick-up in 1999, including but not limited to  
13 the terms of compensation for non-PERS members.

14 3. Sick Leave in Application to Final Average Salary In accordance with the terms  
15 of ORS 238.350 one-half of the value of accumulated sick leave with pay will be applied  
16 to final average salary for the purpose of pension benefit determination.

1 ARTICLE 12

2 WORKERS' COMPENSATION AND

3 SUPPLEMENTAL BENEFITS

4  
5 1. All members of the bargaining unit will be provided full coverage as required by  
6 the Oregon Workers' Compensation Act.

7 2. The period of time that an employee is off the job and unable to work by reason  
8 of a disability compensable under the Workers' Compensation Law shall not interrupt  
9 his or her continued period of employment with reference to accrual of seniority unless  
10 the employee's doctor, the State Workers' Compensation Department or Board, or the  
11 employee certifies to the County in writing that the employee will be permanently  
12 disabled to such an extent that he or she will be unable to return to the County and fully  
13 perform the duties of the position he or she last occupied. In such event, the  
14 employee's status shall be governed exclusively by applicable state statutes related to  
15 re-employment and non-discrimination. If injured during probation, the probationary  
16 period may be extended by written agreement of the Union, employee, and County.

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

22 A. Supplemental benefits shall only be payable for those days compensable  
23 under Workers' Compensation Law as time loss on an approved claim.

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

26 C. To the extent not compensated by Workers' Compensation benefits, the  
27 day following the first day of occupational disability and the next succeeding day shall  
28 be compensated subject to the provisions of Article 9, Sick Leave.

29 D. Supplemental benefits shall only be payable for those days compensable  
30 under Workers' Compensation Law as time loss on an approved claim. For employees

1 with approved claims, supplemental benefits shall be paid for no more than three  
2 hundred and twenty (320) hours of the employee's regular working hours or for a period  
3 equal to the amount of accrued sick leave hours at the time of injury, whichever is  
4 greater. Such payments shall not be chargeable to accrued sick leave.

5 4. If a Workers' Compensation claim is denied or if the employee accepts a  
6 compromise settlement of a disputed claim, the employee's absence from work shall, to  
7 the extent not compensated as Workers' Compensation time loss, be paid from and  
8 charged against his or her sick leave.

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

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

15 7. The County shall continue to provide medical and dental benefits for employee  
16 and dependent(s) from the first day of occupational disability subject to the limitations of  
17 the Health and Welfare Article, if any, for a period of one (1) year.

18 8. The County shall continue to make retirement contributions, based upon the  
19 appropriate percentage of the gross dollar amount of supplement benefits paid,  
20 throughout the period that the employee receives such benefits.

1 ARTICLE 13

2 HOURS OF WORK

3  
4 1. Work Day

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

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

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

11 2. Work Week

12 A. Regular Except as provided herein, the regular workweek shall consist of  
13 consecutive days, Monday through Friday, of the same number of consecutive hours  
14 per day with consecutive days off. Employees hired on or after July 1, 1998 may be  
15 required by the County to work a regular work week that includes Saturday or Sunday  
16 but not both. Employees who wish to volunteer for such schedules or for a regular work  
17 week schedule including both Saturday and Sunday may do so and management may  
18 permit the employee to work such a schedule. Employees with four (4) days per week  
19 ten (10) per day work schedules shall have Saturday and Sunday off, and another day  
20 to be determined by management. In no case shall the workweek be for more than forty  
21 (40) hours, excluding the meal period.

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

27 3. Work Schedules Work schedules showing the employee's shift, work days, and  
28 hours shall be posted on all department bulletin boards at all times. All employees shall  
29 be scheduled to work on a regular work shift and each shift shall have regular starting  
30 and quitting times. Except for emergency situations and during the duration of the  
31 emergency, work schedules for any work shift shall not be changed unless the changes

1 are posted for ten (10) workdays.

2 4. Reduced Work Week In the event that the financial budget situation of the  
3 County requires a reduced workweek for employees covered by this Agreement, the  
4 parties agree to meet and discuss scheduling problems, which may arise. Such  
5 meeting shall be held prior to implementation of the reduced workweek.

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

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

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

24 8. Uniform Time Charging Provisions

25 A. Rounding Rule Time charged for all leaves and compensation for time  
26 worked under the terms of this Agreement shall be subject to rounding to the nearest  
27 quarter (1/4) of an hour in accordance with the following rules:

28 (1) 0 - 7 minutes rounds to 0 hours

29 (2) 8 - 15 minutes rounds to 1/4 hour

30 B. Applications

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

4                   2.     Working Over: An employee who works over less than eight  
5 (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15)  
6 minutes over shall be compensated one quarter (1/4) of an hour at the appropriate rate  
7 of pay in accordance with Article 15, Wages.

8                   3.     Leaves: Late and early return from leaves shall be subject  
9 to the same rounding practice as specified above.

10                  4.     Management and Employee Rights: The right of  
11 management to discipline employees for tardiness is not waived by the above rounding  
12 provisions, nor shall the above provision be construed as a right for management to  
13 extend the end of the working day beyond the normally scheduled ending time.

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

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ARTICLE 14  
STANDARDS

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



1 ARTICLE 15

2 WAGES AND CLASSIFICATION SCHEDULE

3  
4 1. Wages and Classification Schedule

5 A. Wage Rates for FY 2007-2008 Effective July 1, 2007, employees shall be  
6 compensated in accordance with the wage schedule attached to this Agreement and  
7 marked Addendum A. Said schedule reflects a COLA increase of two point seven  
8 percent (2.7%) plus one point one (1.1%) market adjustment effective July 1, 2007.

9 B. Wage Rates for FY 2008-2009 Effective July 1, 2008, the rates and ranges  
10 of employees covered by this Agreement shall be increased by the percentage increase  
11 in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the  
12 second half 2006 to the second half 2007 as reported in February 2008. The minimum  
13 percentage increase shall be no less than two percent (2%) and the maximum  
14 percentage increase no more than five percent (5%).

15 C. Wage Rates for FY 2009-2010 Effective July 1, 2009, the rates and  
16 ranges of employees covered by this Agreement shall be increased by the percentage  
17 increase in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for  
18 the second half 2007 to the second half 2008 as reported in February 2009. The  
19 minimum percentage increase shall be no less than two percent (2%) and the maximum  
20 percentage increase no more than five percent (5%).

21 D. Wage Rates for FY 2010-2011 Effective July 1, 2010, the rates and ranges  
22 of employees covered by this Agreement shall be increased by the percentage increase  
23 in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the  
24 second half 2008 to the second half 2009 as reported in February 2010. The minimum  
25 percentage increase shall be no less than two percent (2%) and the maximum  
26 percentage increase no more than five percent (5%).

27 E. Wage Rates for FY 2011-2012 Effective July 1, 2011, the rates and ranges  
28 of employees covered by this Agreement shall be increased by the percentage increase  
29 in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the  
30 second half 2009 to the second half 2010 as reported in February 2011. The minimum  
31 percentage increase shall be no less than two percent (2%) and the maximum

1 percentage increase no more than five percent (5%).

2 F. Market Adjustments

3 Effective July 1, 2009 and July 1, 2011 the pay rates, will be adjusted if the  
4 County rates fall below market average. Market average is defined as:

5 1. Comparables are: City of Portland and State of Oregon.

6 2. Comparable market rate reviewed will be the State of Oregon  
7 Master Sign Maker and City of Portland Sign Maker.

8 3. Comparable pay rates shall be pay rates effective July 1, 2009 and  
9 July 1, 2011, taking into consideration delayed implementation subject to finalize wage  
10 rates which are subject to such actions as contract negotiations/finalized salary studies.  
11 Multnomah County pay rate for purposes of comparison shall include appropriate July 1,  
12 2009 and July 1, 2011 CPI adjustment.

13 4. Market adjustment increase shall be equal to the percentage that  
14 Multnomah rates are below the market average rounded to a tenth of a percent. July 1,  
15 2009 CPI increase shall be based on July 1, 2008 wage rate plus any market  
16 adjustment. July 1, 2011 CPI increase shall be based on July 1, 2010 wage rate plus  
17 any market adjustment.

18 G. New Classifications When any position covered by this Agreement not  
19 listed on the wage schedule is established, the County may designate a job  
20 classification and pay rate for the position. In the event the Union does not agree that  
21 the classification and/or rate is proper, the Union shall have the right to submit the issue  
22 as a grievance at Step III of the Grievance Procedure.

23 H. Work In A Higher Classification Whenever a supervisor instructs an  
24 employee to replace another employee in a higher classification and perform such work  
25 for more than one (1) shift, the employee shall be paid for all such work at the rate of  
26 pay assigned to the higher classified work in the appropriate step, according to the  
27 promotional policy, if any.

28 2. Pay Period Employees shall be paid on a twice a month basis. The pay periods  
29 shall be the 1<sup>st</sup> through the 15<sup>th</sup> of each month and the 16<sup>th</sup> through the end of each  
30 month. Employees will be paid on the 15<sup>th</sup> of each month for hours worked during the  
31 second pay period of the preceding month, and on the last business day of each month

1 for hours worked during the first pay period of that month; provided, however, that if  
2 either date falls on a Saturday, Sunday, or Holiday, the pay date will be the preceding  
3 business day.

4 3. Reporting Time An employee who is scheduled to report for work as scheduled,  
5 but where work is not available for him or her, shall be excused from duty and paid at  
6 his or her regular rate for a day's work.

7 4. Call-In Time Any employee called to work outside his or her regular shift shall be  
8 paid for a minimum of four (4) hours at the rate of time and one-half (1.5) except that an  
9 employee called to work within two (2) hours of the commencement of his or her  
10 scheduled shift shall be paid at the rate of one and one-half (1.5) times the employee's  
11 regular straight time rate only for the period elapsed from the commencement of the  
12 call-out to the commencement of the shift. It is the understanding of the parties that the  
13 four-hour period for a Call-In commences with the acceptance of the call-in assignment  
14 and ends four (4) hours later. Employees will only be called out and remain working for  
15 bona fide urgent and immediate operational needs. Call-in time will not be used for  
16 assigning (stacking) routine work. The employer may also assign an employee who  
17 may be subject to call-out a County vehicle, which the employee shall use solely for  
18 performing County business and for commuting to and from work. The assignment of  
19 the vehicle shall be voluntary, except that it may be made mandatory in the event of an  
20 emergency or if the public health or safety may be in jeopardy. The vehicle assignment  
21 may be rescinded at the employer's discretion. If such assignment is made, the  
22 employee shall not be charged for such vehicle.

23 5. Overtime

24 A. Time and One-Half

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

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

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

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

1           B.     Double Time

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

4                     i.     The hours worked were in excess of forty eight (48) for the FLSA  
5 work week; and

6                     ii.    The employee works on all days of the FLSA work week; and

7                     iii.   The hours were worked on the employee's final day of rest during  
8 the FLSA work week.

9           C.     Overtime worked shall be calculated in accordance with the uniform time  
10 charging provisions of Article 13.

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

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

18           B.     Accrued compensatory time off shall be used at the discretion of the  
19 employee with the supervisor's consent.

20                     In the event the employee terminates for any reason, accrued  
21 compensatory time shall be paid to the employee or his or her heirs.

22 7.     Distribution Overtime work shall be distributed equally among employees within  
23 the same job classification in each agency; provided, however, that exceptions may be  
24 made subject to mutual approval of the County and the Union.

25                     A record of overtime hours worked by or offered to each employee  
26 shall be posted on the department bulletin board each month.

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

30 8.     Mileage Pay Whenever an employee is required to work at any location other  
31 than his or her permanent place of reporting, he or she shall be paid at the rate of

1 twenty cents (\$0.20) per mile or the I.R.S. rate, whichever is greater, from his or her  
2 permanent reporting place for the use of his or her personal transportation to and from  
3 the temporary new locations. All employees shall be allowed pay from the time of  
4 reporting to their permanent reporting place, and this shall end when they return to their  
5 permanent reporting place.

6 9. Height Time Differential Pay When employees covered by this Agreement are  
7 performing painting on a structure at or above the fifty (50) foot level directly above the  
8 ground, floor, roadway, roof or water, the wage rate for such work shall be that to which  
9 the employee is normally entitled plus an additional sixty cents (\$0.60) differential for  
10 each hour that the employee is performing such work.

11 10. Shift Differential In addition to the established wage rates, the County shall pay  
12 an hourly premium of one dollar (\$1.00) to employees for all hours worked on shifts  
13 beginning between the hours of twelve (12:00) p.m. and seven (7:00) p.m. For all hours  
14 worked on shifts beginning between seven (7:00) p.m. and six (6:00) a.m., the County  
15 shall pay an hourly premium of one dollar and twenty-five cents (\$1.25) to employees  
16 for each hour worked during that period. Relief shifts will be paid one dollar and twenty-  
17 five cents (\$1.25) per hour for all hours worked.

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

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

24 13. Coverwear for Maintenance Painter The County agrees to continue the practice  
25 of providing appropriate laundered cover wear for employees covered by this  
26 Agreement.

1 ARTICLE 16

2 DISCIPLINARY ACTION

3  
4 1. Employees may be subject to disciplinary action by suspension, oral or written  
5 reprimand, demotion, reduction in pay, or dismissal; provided, however, that such action  
6 shall take effect only after the appointing authority gives written notice of the action and  
7 cause to the employee and mails such notice to the Union. This notice provision shall  
8 not apply to oral or written reprimands, provided, however, that a copy of any written  
9 reprimand must be mailed to the Union on the date of issuance.

10 2. Any permanent, non-probationary employee who is reduced in pay, demoted,  
11 suspended, or dismissed shall have the right to appeal the action through the Grievance  
12 Procedure.

13 The standard of review of disciplinary actions appealed under this section shall  
14 be the "in good faith for cause" standard.



1 Grievance Procedure, by written notice to the other party. This procedure for County  
2 grievances is not exclusive and the County expressly retains the right to alternately  
3 proceed with any other action, including court proceedings, it may deem in its discretion  
4 to be advisable or warranted.

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

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

17 The arbitrator shall be requested to begin taking evidence and testimony within a  
18 reasonable period after submission of the request for arbitration taking into account the  
19 schedules of the parties' representatives, the arbitrator, and witnesses; and he or she  
20 shall be requested to issue his or her decision within thirty (30) days after the conclusion  
21 of testimony and argument. The parties hereby vest the arbitrator with authority to  
22 compel the attendance of witnesses on behalf of either party by issuance of a  
23 subpoena, the cost of which shall be borne by the party requesting the subpoena.

24 The arbitrator's decision shall be final and binding, but he or she shall have no  
25 power to alter, modify, amend, add to, or detract from the terms of the Contract. His or  
26 her decision shall be within the scope and terms of the Contract and in writing. Any  
27 decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior  
28 to the date the grievance was first filed with the supervisor and it shall state the effective  
29 date of the award.

30 Expenses for the arbitration shall be borne by the losing party. Each party shall  
31 be responsible for compensating its own representatives and witnesses. If either party



1 desires a verbatim recording of the proceedings, it may cause such a record to be made  
2 on the condition that it pays for the record and makes copies available without charge to  
3 the other party and the arbitrator.

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

7 2. Stewards and the Processing of Grievances

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

14 B. Departure from the established Grievance Procedure outlined in this article  
15 by any employee shall automatically nullify the Union's obligation to process the  
16 grievance.

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



1 4. Rules

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

4 B. The County agrees to furnish each employee in the bargaining unit with a  
5 copy of the Bargaining Agreement sixty (60) days after the signing of this Agreement.

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

8 D. New employees covered by this Agreement shall be provided a copy of the  
9 Agreement and rules at time of hire.

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

13 5. Seniority

14 A. Seniority will be determined as follows:

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

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

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

20 4. Score on the last performance evaluation awarded under the system  
21 to be developed in accordance with Multnomah County Code 3.10.130; if no system  
22 exists, then score on original entrance examination.

23 B. In computing seniority for regular employees, the following factors will be  
24 taken into account:

25 1. Part-time work within the same classification will be counted on a  
26 prorated hourly basis.

27 2. After July 1, 1975, time spent on authorized leave without pay that  
28 exceeds thirty (30) calendar days will not count.

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

31 4. Time spent in classification in previous government service will be

1 included if the employee transferred in accordance with ORS 236.610 through 236.650.

2 5. Time spent on layoff will not count.

3 C. Seniority shall be forfeited by discharge for cause or voluntary termination  
4 after July 1, 1975.

5 D. On May 15<sup>th</sup> of each year, the County shall furnish to the Union sufficient  
6 copies of a seniority roster of all employees assigned to the classifications listed in  
7 Appendix "A" hereunder and yearly by May 15<sup>th</sup> thereafter.

8 E. Employees may protest their seniority designation through the grievance  
9 procedure outlined in this Agreement.

10 6. Reduction in Force Layoffs will be in accordance with Multnomah County Code  
11 3.10.250 or its successor and the Personnel Rules pertaining thereto.

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

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

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

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

27 11. Performance Evaluation Process

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

30 B. Employees will have the right to attach a response to any evaluations in  
31 their personnel files.

1 C. No evaluations or employee responses will be admissible in any disciplinary  
2 or arbitration hearing.

3 D. All performance evaluations shall be signed by the employee's exempt  
4 supervisor, who shall bear ultimate responsibility for the content of the evaluation.

5 12. Definitions The definitions set out in Addendum C are shall be deemed a part of  
6 this agreement.

7 13. Bus Pass

8 A. Statement of Purpose For the purposes of encouraging employees to use  
9 mass transit as part of the County's ride reduction program under the Oregon  
10 Department of Environmental Quality (DEQ)'s Employee Commute Options  
11 (ECO) mandate, as well as part of the County's commitment to limiting traffic  
12 congestion and promoting clean air, effective November 1, 2001, each  
13 employee shall be eligible to receive a bus pass entirely subsidized by the  
14 County for the employee's personal use.

15 B. Scope of Subsidy

16 1. The County will provide a one-hundred percent (100%) subsidy for  
17 employee bus passes. However, the County may require that the employee pay a  
18 percentage if the County's subsidy exceeds the IRS standard for a de minimis employee  
19 benefit.

20 It will be the employee's responsibility to obtain the necessary  
21 Photo ID from Tri-Met. Instructions for obtaining the photo ID will be available through  
22 Employee Benefits and will be included in new hire packets.

23 2. This program is offered only by Tri-Met. However C-Tran will honor  
24 the Tri-Met all zone pass.

25 C. Procedural Requirements The procedural requirements for obtaining the  
26 pass and verification that the pass has been used solely by the employee shall be the  
27 same as apply to exempt employees. Such requirements may change from time to  
28 time to ensure efficient and effective implementation of the program.

1 ARTICLE 19

2 SAVINGS CLAUSE AND FUNDING

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

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



1 ARTICLE 21

2 TERMINATION

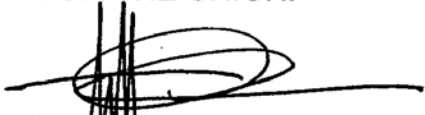
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4 This Agreement shall be effective as of the 1st day of July 2007 and shall remain  
5 in full force and effect through the 30th day of June 2012, and shall be automatically  
6 renewed from year to year thereafter, unless either party notifies the other in writing  
7 between January 1, 2012 and March 1, 2012 that it wishes to modify the agreement for  
8 any reason. The contract shall remain in full force and effect during the period of  
9 negotiations.

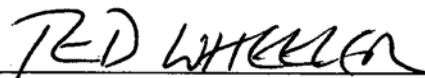



IN WITNESS WHEREOF, the Parties hereto have set their hands this <sup>th</sup> 13 day of December, 2007.

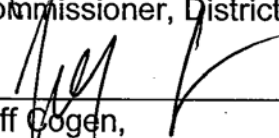
FOR THE UNION:

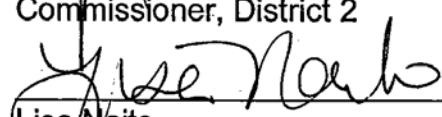
  
\_\_\_\_\_  
Scott Clark  
Business Representative  
International Union of Painters and  
Allied Trades, D.C. 5

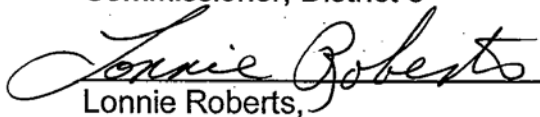
MULTNOMAH COUNTY, OREGON  
BOARD OF COMMISSIONERS:

  
\_\_\_\_\_  
Ted Wheeler, County Chair

  
\_\_\_\_\_  
Maria Rojo de Steffey,  
Commissioner, District 1

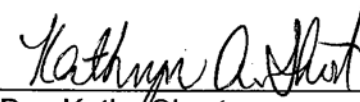
  
\_\_\_\_\_  
Jeff Cogen,  
Commissioner, District 2

  
\_\_\_\_\_  
Lisa Naito,  
Commissioner, District 3

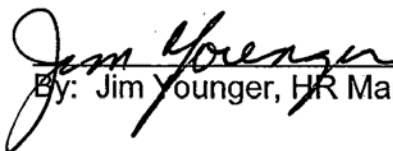
  
\_\_\_\_\_  
Lonnie Roberts,  
Commissioner, District 4

REVIEWED:

Agnes Sowle, County Attorney  
For Multnomah County, Oregon

  
\_\_\_\_\_  
By: Kathryn Short  
Assistant County Attorney

NEGOTIATED BY:

  
\_\_\_\_\_  
By: Jim Younger, HR Manager



ADDENDUM B

MULTNOMAH COUNTY OREGON

Employee Organization Membership Dues

Payroll Deduction Authorization Plan

I, \_\_\_\_\_, having voluntarily elected to become a member of \_\_\_\_\_, do hereby authorize Multnomah County as my employer to deduct from my accrued earnings the amount of \$\_\_\_\_\_ per month.

This deduction shall be made only if my accrued earnings are sufficient to cover the above amount after all other authorized payroll deductions have been made. I agree to indemnify, defend and hold the County harmless against any claims made or suits instituted against Multnomah County as a result of this authorization. I understand that I may withdraw this authorization at such time as I terminate my membership in the above indicated employee organization or desire to make other payment arrangements directly with the employee organization involved.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Name of Employee Month/Day/Year

Name of Employee Organization: \_\_\_\_\_

ADDENDUM C  
DEFINITIONS

1. Cause: Misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, unfitness to render effective service or failing to fulfill responsibilities as an employee.
2. Continuous Service: Means uninterrupted employment with Multnomah County subject to the following provisions:
  - A. Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.605 through 236.640.
  - B. For purposes of determining length of service prior to July 1, 1975, an interruption in employment of fourteen months or less shall constitute continuous service, in addition to those individually documented cases previously approved by the Board of County Commissioners, the Chairman, or Labor Relations Counsel.
  - C. For purposes of determining what constitutes a break in employment after July 1, 1975, continuous service is terminated by voluntary termination, involuntary termination due to expiration of a layoff list, or discharge for cause.
3. Permanent Employee: An employee who following an examination process is appointed from a certified list of eligibles to fill a budgeted position; provided that a permanent employee shall retain such status upon temporary or permanent transfer, promotion or demotion.
4. Probationary Employee: A probationary employee is defined as a permanent employee serving a one (1) year period of trial service to determine his or her suitability for continued employment, such period to begin on the date of his or her appointment to permanent position from a certified list of eligibles. During the period of probation, the employee may be dismissed without recourse to the grievance procedure if in the opinion of the employee's supervisor his or her continued service would not be in the best interest of the County. The length of the employee's trial service period may not be extended by a Memorandum of Agreement under the terms of Article 20, Entire Agreement, unless the employee was absent from work for a period of six (6) months or

more previous to the extension. The length of probationary periods for employees hired previous to this Agreement shall not be affected by the terms of this definition.

5. Promotional Probationary Employee: A promotional probationary employee is a regular employee serving a six (6) month period of 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 the higher classification from a certified list of eligibles. During the period of promotional probation, 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. The length of the probationary period for employees promoted prior to the ratification of this Agreement shall not be affected by the terms of this section.

6. Regular Employee: A permanent employee who has passed the initial probationary period in effect at the time of his or her appointment, and has been employed by the County continuously since passing the probationary period. In addition, the following are deemed to be regular employees:

- A permanent employee who has passed the initial one (1) year probationary period, terminated employment, and has been reinstated.
- A non-probationary employee who has been transferred to the County by intergovernmental agreement under ORS 236.605 through 236.640.

7. Supervisory Employee: Means any individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or having responsibility to direct them, adjust their grievances, or effectively to recommend such action, if in connection therewith, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

8. Temporary Employee: Any non-permanent employee.

ADDENDUM D

COMPOSITE VERSION OF MULTNOMAH COUNTY  
EXEMPT EMPLOYEE RETIREE INSURANCE POLICY  
(EXHIBIT B OF ORDINANCE 534 AS AMENDED BY  
ORDINANCES NOS. 629 & 670)

1. Retiree Medical Insurance

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

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

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

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

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

1. The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and 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

1 retiree had:

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

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

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

8 2. Retirees

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

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

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

22 C. In addition to the other requirements of this section, continued medical plan  
23 participation or benefit of County contributions is conditioned on the retiree's continuous  
24 participation in the members' medical insurance plan from the time of retirement, and  
25 upon the retiree's timely payment of the applicable retiree portion (i.e., fifty percent  
26 (50%) or one hundred percent (100%) as applicable) of the monthly premium. Failure  
27 to continuously participate or make timely and sufficient payment of the applicable  
28 retiree portion of the monthly premium shall terminate the retiree's rights under this  
29 section. Payments by retirees of their portion of the monthly premiums under this  
30 section shall be timely if the retiree has directed PERS to regularly deduct his or her  
31 portion of the monthly premium from his or her pension check and remit the proceeds to

1 the County's collection agent, or if it is received by the County's collection agent each  
2 month at least thirty (30) days prior to the month for which the resulting coverage will  
3 apply. The Employee Services Division shall inform the retiree at the time he or she  
4 signs up for continued medical insurance coverage of the identity and address of the  
5 County's collection agent and shall thereafter inform the retiree of any change in  
6 collection agent at least forty-five (45) days prior to the effective date of such change.

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



1 ADDENDUM E

2 Drug and Alcohol Policy

3  
4 1. Drug Free Workplace Act Multnomah County, in keeping with the provisions of  
5 the federal Drug Free Workplace Act of 1988, is committed to establishing and  
6 maintaining a work place, which is free of alcohol and drugs and free of the effects of  
7 prohibited alcohol and drug use.

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

12 3. Alcohol and Drug Policy Work Rules and Discipline

13 A. Conduct Warranting Discipline

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

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

21 B. Work Rules

22 1. Possession, consumption, and distribution of alcohol and drugs  
23 while on duty

24 Employees shall:

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

30 b. Not possess, consume, manufacture, distribute, cause to be  
31 brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work place

1 except when lawfully required as part of the job.

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

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

6 2. Possession, consumption, and distribution of alcohol and drugs  
7 while off duty on County premises

8 Employees shall:

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

10 b. Not use or distribute alcohol without authorization.

11 3. Fitness for duty

12 Employees shall:

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

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

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

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

30 e. Inform themselves of the effects of any prescription or non-  
31 prescription medications by obtaining information from health care providers,

1 pharmacists, medication packages and brochures, or other authoritative sources in  
2 advance of performing work duties.

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

10 4. Cooperation with Policy Administration

11 Employees shall:

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

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

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

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

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

29 f. Disclose promptly (upon the next working day) and fully to  
30 his/her supervisor:

31 i. All drug or alcohol-related arrests, citations,

1 convictions, guilty pleas, no contest pleas or diversions which resulted from conduct  
2 which occurred while he or she was on duty, on County property, or in a County vehicle;  
3 or

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

8 C. Levels of Discipline

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

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

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

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

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

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

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

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

9 iii. the signatures of the employee's supervisor, the  
10 employee, and the employee's Union representative.

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

15 D. Mandatory Assessment and Treatment

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

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

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

29 E. Return to Work Testing Employees who test positive for being "under the  
30 influence" of drugs will be required to test negative before returning to work. (Note that  
31 Federal law requires CDL holders performing safety sensitive functions to undergo

1 return to work testing after a positive alcohol or drug test.)

2 4. Testing

3 A. Basis for Testing

4 1. All employees may be tested:

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

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

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

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

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

19 B. Establishing Reasonable Suspicion

20 1. Definition

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

29 2. Supervisory training

30 The County will provide training to all supervisors on establishing  
31 reasonable suspicion and the nature of alcohol and drug dependency. Supervisors who

1 have not been trained will not have the authority to direct employees to be tested on the  
2 basis of reasonable suspicion of being under the influence.

3 3. Lead Workers

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

10 4. Additional precautions

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

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

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

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

23 C. Testing Methodology

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

28 2. In accordance with CDL standards, the County will contract with a  
29 medical doctor trained in toxicology to act as an MRO (Medical Review Officer). He or  
30 she will attempt to contact employees to review preliminary positive test results with  
31 employees and any relevant health care providers before the results are reported to the

1 County. Based on his or her professional judgment, he or she may change the  
2 preliminary test result to negative. The County will not be able to distinguish a test  
3 result that is negative by MRO intervention from any other negative result.

4 3. In addition to compliance with federal guidelines, the following  
5 safeguards will also be applied:

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

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

17 c. Test reports are medical records, and will be handled  
18 according to applicable state and federal law and County Administrative Procedures  
19 which insure the confidentiality of such records.

20 5. Definitions

21 A. Alcohol: Ethyl alcohol and all beverages or liquids containing ethyl  
22 alcohol. Levels of alcohol present in the body will be measured using a breathalyzer  
23 test.

24 B. Controlled Substance: All forms of narcotics, depressants, stimulants,  
25 analgesics, hallucinogens, and cannabis, as classified in Schedules I-V under the  
26 Federal Controlled Substances Act (21 USC § 811-812) as modified under ORS  
27 475.035, whose sale, purchase, transfer, use, or possession is prohibited or restricted  
28 by law.

29 C. County: Multnomah County, Oregon.

30 D. Drug Paraphernalia: Drug paraphernalia means any and all equipment,  
31 products, and materials of any kind, as more particularly defined in ORS 475.525(2),



1 which are or can be used in connection with the production, delivery, or use of a  
2 controlled substance as that term is defined by ORS 475.005.

3 E. Drug Test: A laboratory analysis of a urine sample to determine the  
4 presence of certain prohibited drugs or their metabolites in the body.

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

10 G. Medical Review Officer (MRO): A medical doctor trained in toxicology  
11 who contracts with employers primarily to review positive preliminary drug test results  
12 with employees. The MRO determines whether or not the results are likely to have  
13 been caused by factors other than drug abuse.

14 H. On Duty: The period of time during which an employee is engaged in  
15 activities which are compensable as work performed on behalf of the County, or the  
16 period of time before or after work when an employee is wearing a uniform, badge, or  
17 other insignia provided by the County, or operating a vehicle or equipment which  
18 identifies Multnomah County.

19 I. Prescription Medication: A medication for which an employee is required  
20 by law to have a valid, current prescription.

21 J. Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol:  
22 See "Section IV. B. 1. a" above.

23 K. Substance Abuse Professional (SAP): A licensed physician, or licensed  
24 or certified psychologist, social worker, employee assistance professional, or addiction  
25 counselor with knowledge of and clinical experience in the diagnosis and treatment of  
26 alcohol and controlled substance-related disorders.

27 L. Under the Influence of Alcohol: See "Section III. B. 3" above.

28 M. Under the Influence of Drugs: See "Section II. B. 2" above.

1 Sample Last Chance Agreement

2

3

**LAST CHANCE AGREEMENT**

4

5 The following agreement is entered into between Multnomah County and the Employee.  
6 Failure on the part of the employee to meet the expectations below will result in the  
7 termination of his or her employment with the County.

8

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

14

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

20

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

25

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

1  
2 5. I agree to return to work upon successful completion of an alcohol/drug  
3 rehabilitation program if my substance abuse counselor requires inpatient treatment.

4  
5 6. It is understood that this agreement constitutes a final warning.

6  
7 7. I understand the Employee Assistance Program is available to me should  
8 personal problems arise in the future that may have an effect on my ability to remain in  
9 compliance with the drug and alcohol policy and/or this agreement.

10  
11 8. I realize that violation of the drug and alcohol rules and/or policies at any time in  
12 the future is cause for termination.

13  
14 9. I realize that my employment will be terminated if I fail to meet the expectations  
15 outlined in this Agreement and the letter attached.

16  
17 Disciplinary Action  
18 I understand that the disciplinary action imposed in the attached letter may not be  
19 grieved under the grievance procedure in the Local 1094 contract.

20  
21 Personal Commitment  
22 I pledge and agree to abide by the terms of this agreement. I understand that a  
23 violation of or noncompliance with any of these terms will result in my being terminated.  
24 Further, I pledge to remain free of all illegal drugs and also not to abuse legal drugs  
25 (including alcohol). I hereby consent to the County's contacting any treatment or health  
26 care provider who may have information on my alcohol or drug dependency condition  
27 and/or compliance with the terms of this agreement and authorize the provider to furnish  
28 such information to the County.

29  
30 I understand the terms and conditions of this letter. I also understand that, except as  
31 expressly stated in this agreement, my terms and conditions of employment will be

1 determined by the County's policies and rules, and that this agreement does not  
2 guarantee me employment for any set period of time. I have had sufficient time to study  
3 it away from the work place and to consult anyone I desire about it. I sign it free of any  
4 duress or coercion. This letter will become part of my personnel file.

5

6

7 \_\_\_\_\_  
(Employee) (Date) (Managerial Employee With (Date)  
8 Disciplinary Authority)\*\*

9

10 \_\_\_\_\_  
(Labor Representative ) (Date) (Employee's Immediate Supervisor\*\*\*) (Date)

11

12

13 \_\_\_\_\_  
(Multnomah County (Date)  
14 Labor Relations, if applicable\*)

15

16 Footnotes:

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

18 \*\* Always necessary.

19 \*\*\*Optional in cases in which immediate supervisor does not have termination authority

**ADDENDUM F**

**PLAN DESIGN CHANGES EFFECTIVE JANUARY 1, 2009.**

1  
2  
3  
4 1. ODS Plan – Prescription Drug Coverage Changes:

5  
6 Change annual out of pocket maximum to two thousand dollars (\$2,000)

7  
8 A. RETAIL (30 day supply) – PLUS and PREFERRED PLANS

9 Tier 1: Generic: No change to twenty percent (20%) co-pay - add  
10 fifty dollar (\$50) per Rx co-pay maximum

11 Tier 2: Preferred Brand Name: No co-pay change to twenty percent  
12 (20%) co-pay add fifty dollar (\$50) per Rx co-pay maximum

13 Tier 3 Non-preferred Brand Name: No change (co-pay fifty percent  
14 (50%))

15  
16 B. MAILORDER (90 day supply) – PLUS PLAN

17 Change co-pay from sixteen dollar (\$16) to twenty percent (20%)  
18 with twenty five dollar (\$25) per Rx maximum

19 Tier 2: Preferred Brand Name: Change co-pay from twenty four  
20 dollar (\$24) to twenty percent (20%) with one hundred dollar (\$100) maximum

21 Tier 3: Non-preferred Brand Name: No change – purchase at fifty  
22 percent (50%) of cost

23  
24 C. MAILORDER (90 day supply)– PREFERRED PLAN

25 Tier 1 Generic: Change co-pay from twenty dollar (\$20) to twenty  
26 percent (20%) with thirty five dollar (\$35) per Rx maximum

27 Tier 2 Preferred Brand Name: Change co-pay from thirty dollar  
28 (\$30) to twenty percent (20%) with one hundred fifty (\$150) per Rx maximum

29 Tier 3 Non-preferred Brand Name: No change – purchase at fifty  
30 percent (50%) of cost

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2. Kaiser Medical Plan:

A. Increase Office Visit Co-pay from five dollar (\$5) to ten dollar (\$10).

B. Increase Rx Co-pay from five dollar (\$5) to:  
Retail (thirty (30) day supply) ten dollars (\$10) for generic and ten dollars (\$10) for formulary brand name  
Mail order (ninety (90) day supply) co-payment would be twice (2x) the retail co-payment or twenty dollars (\$20) for generic medication, twenty dollars (\$20) for formulary brand name medication.

3. Kaiser Dental Plan:

Increase office visit co-pay from five dollars (\$5) to ten dollars (\$10).

Orthodontia (Plan U) for children under eighteen (18) only: Maximum Plan benefit payment three thousand dollars (\$3,000) per child. Member pays fifty percent (50%) of charges up to the maximum Plan payment and one hundred percent (100%) of charges in excess of the maximum Plan payment. (Any covered dependent who has been banded prior to January 1, 2009 under the existing Kaiser Orthodontic program will remain eligible to receive the existing orthodontic benefit (three hundred dollar (\$300) maximum member co-pay) for remainder of current orthodontic treatment plan or treatment phase.

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