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**2017-2022**

**AGREEMENT**



**between**

**Multnomah County, Oregon**

**and**

**International Union of Operating Engineers  
Local 701 AFL-CIO**





**2017-2022**  
**AGREEMENT**  
**BETWEEN**  
**MULTNOMAH COUNTY, OREGON**  
**AND**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS**  
**LOCAL 701, AFL-CIO**



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## TABLE OF CONTENTS

		PAGE
ARTICLE 1	PREAMBLE	1
ARTICLE 2	DEFINITIONS	2
	I. Cause	2
	II. Continuous Service	2
	III. Supervisory Employee	2
	IV. Permanent Employee	2
	V. Probationary Employee	3
	VI. Promotional Probationary Employee	3
	VII. Temporary Employee	3
ARTICLE 3.	RECOGNITION	5
ARTICLE 4.	MANAGEMENT RIGHTS	6
ARTICLE 5.	UNION SECURITY AND CHECK OFF	7
ARTICLE 6.	NO STRIKE	9
ARTICLE 7.	HOLIDAYS	10
	I. Holidays	10
	II. Holiday Observances	10
	III. Holiday Pay	11
	IV. Holiday During Leave	11
	V. Holiday Work	11
	VI. Saved Holidays	11
ARTICLE 8	VACATION LEAVE	12
	I. Accrual	12
	II. Table of Vacation Accrual Rates	12
	III. Charging	13
	IV. Payoff Upon Termination or Death	13
	V. Use and Scheduling of Accrued Vacation	13
	VI. Use of Accrued Vacation for Sick Leave and Other Purposes	14
	VII. Use of Accrued Vacation for Emergencies	14
ARTICLE 9	SICK LEAVE	15
	I. Paid Sick Leave	15

	II.	Use and Misuse of Leave for Sick Leave Purposes	17
	III.	Fitness for Duty	22
	IV.	Incentive Conversion	22
	V.	Bereavement Leave	22
ARTICLE 10		OTHER LEAVES	24
	I.	Leave of Absence	24
	II.	Jury Duty	24
	III.	Union Business	24
	IV.	Educational Leave	24
	V.	Military Leave	25
	VI.	Reimbursement	25
	VII.	Parental Leave	26
ARTICLE 11		HEALTH AND WELFARE	27
	I.	Medical & Dental Insurance	27
	A.	Definition and Contributions Toward Insurance Premiums	27
	B.	Health Care Cost During the Term of Agreement	29
	C.	Premium Calculations	30
	D.	Employee Contribution	30
	E.	Major Medical Plan Rebates	30
	F.	Opt-Out of Medical plan Benefits	30
	G.	Successor Plans and Carriers	31
	H.	Premium Reimbursement for Part-Time Employees	31
	I.	Retirees	32
	J.	Default Enrollment	32
	K.	Eligible Dependents (Enrollment & Termination of Enrollment)	33
	L.	When Benefits Coverage Begins and Ends	36
	II.	Other Benefits	39
	A.	Flexible Spending Accounts	39
	B.	Life Insurance	39
	C.	Emergency Treatment	40
	D.	Disability Insurance	40
	E.	HRA-VEBA	40
ARTICLE 12		PENSIONS	42
	I.	PERS	42
	II.	PERS “Pick-Up” And “Pick-Up” Under IRC Section 414 (H)(2)	42
	III.	OPSRP Pick Up	42
	IV.	Sick Leave In Application To Final Average Salary	43

ARTICLE 13	WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS	44
ARTICLE 14	HOURS OF WORK	46
	I. Work Day	46
	II. Work Week	46
	III. Work Schedules	47
	IV. Reduced Work Week	47
	V. Rest Periods	47
	VI. Meal Periods	48
	VII. Clean-up time	48
	VIII. Uniform Time Charging Provisions	48
	IX. Time Between Shifts	49
ARTICLE 15	WAGES	50
	I. Wages And Classification Schedule	50
	II. Pay Period	51
	III. Hazardous And Obnoxious Work	52
	IV. Reporting Time	52
	V. Call-In Time	52
	VI. Off Duty Work from Home Including telephone Calls	53
	VII. On-Call duty	53
	VIII. Overtime	54
	IX. Compensatory time	55
	X. Distribution	56
	XI. Mileage Pay	56
	XII. Parking	56
	XIII. Shift Differential	56
	XIV. Certification Pay	57
ARTICLE 16	DISCIPLINARY ACTION	59
	I. Types of disciplinary actions	59
	II. Rights of permanent, non-probationary employee	59
	III. Personnel Files	59
ARTICLE 17	SETTLEMENT OF DISPUTES	61
	I. Grievance Procedure	61
	II. Stewards And The Processing Of Grievances	63
ARTICLE 18	GENERAL PROVISIONS	65
	I. No Discrimination	65

	II.	Bulletin Boards	65
	III.	Visits By Union Representatives	65
	IV.	Changes In Existing Conditions	66
	V.	Rules	66
	VI.	Tool Replacement	66
	VII.	Uniforms And Protective Clothing	66
	VIII.	Seniority	67
	IX.	Reduction In Force	68
	X.	Contract Work	68
	XI.	Shift assignment	68
	XII.	Safety Rules	69
	XIII.	Supremacy Of Contract	69
	XIV.	Performance Evaluation Process	69
	XV.	Bus passes	69
ARTICLE 19		SAVINGS CLASS AND FUNDING	71
	I.	Savings Clause	71
	II.	Funding	71
ARTICLE 20		ENTIRE AGREEMENT	72
ARTICLE 21		TERMINATION	73
		SIGNATURE PAGE	74
ADDENDUM A		WAGES AND CLASSIFICATIONS OPERATING ENGINEERS	75
	I.	Compensation	75
	II.	Distinguishing Characteristics	76
	III.	Lead Assignment	76
ADDENDUM B		COMPOSITE VERSION OF MULTNOMAH COUNTY EXEMPT EMPLOYEE RETIREE INSURANCE POLICY	77
	I.	Retiree Medical Insurance	77
	II.	Retirees	79
ADDENDUM C		VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION	81
	I.	Wages	81
	II.	Vacation	81
	III.	Annual Review	82
	IV.	Termination	82

ADDENDUM D	DRUG AND ALCOHOL POLICY	83
	I. Drug Free Workplace Act	83
	II. Holders of Commercial Drivers Licenses	83
	III. Alcohol and Drug Policy work Rules and Discipline	83
	IV. Testing	88
	V. Definitions	91
	LAST CHANCE AGREEMENT	94
INDEX		97



1 **ARTICLE 2**  
2 **DEFINITIONS**

3  
4 **I. Cause:**

5 Misconduct, inefficiency, incompetence, insubordination, indolence,  
6 malfeasance, unfitness to render effective service, or failing to fulfill responsibilities  
7 as an employee.

8 **II. Continuous Service:**

9 Means uninterrupted employment with Multnomah County subject to the  
10 following provisions:

11 **A.** Continuous service shall include uninterrupted employment with  
12 another governmental agency accomplished in accordance with and subject to  
13 ORS 236.605 through 236.640.

14 **B.** For purposes of determining length of service prior to July 1, 1975,  
15 an interruption in employment of fourteen (14) months or less shall constitute  
16 continuous service, in addition to those individually documented cases previously  
17 approved by the Board of County Commissioners, or Central Human Resources  
18 Director.

19 **C.** For purposes of determining what constitutes a break in employment  
20 after July 1, 1975, continuous service is terminated by voluntary termination,  
21 involuntary termination due to expiration of a layoff list, or discharge for cause.

22 **III. Supervisory Employee:**

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

29 **IV. Permanent Employee:**

30 An employee who, following an examination process, is appointed from a  
31 list of eligibles certified by the Human Resources Division of the Department of

1 County Assets to fill a position; provided that the employee shall retain such status  
2 upon temporary or permanent transfer, promotion, or demotion.

3 **V. Probationary Employee:**

4 A permanent employee serving a one (1) year period of trial service to  
5 determine his or her suitability for continued employment, such period to begin on  
6 the date of his or her appointment to a permanent position from a certified list of  
7 eligibles. During the period of probation, the employee may be dismissed without  
8 recourse to the grievance procedure if, in the opinion of the employee's supervisor,  
9 his or her continued service would not be in the best interest of the County. The  
10 length of an employee's probationary period may not be extended by a  
11 Memorandum of Agreement under the terms of Article 20, Entire Agreement,  
12 unless the employee was absent from work for a period of six (6) months or more  
13 previous to the extension.

14 **VI. Promotional Probationary Employee:**

15 A regular employee serving a six (6) month period of trial service upon  
16 promotion to determine his or her suitability for continued employment in the  
17 classification to which he or she was promoted, such period to begin on the date  
18 of his or her appointment to a higher classification from a certified list of eligibles.  
19 During the period of promotional probation, the employee shall be returned to the  
20 classification and department from which he or she was promoted without recourse  
21 to the grievance procedure if, in the opinion of the employee's supervisor, his or  
22 her continued service in the classification to which he or she was promoted would  
23 not be in the best interest of the County. The length of promotional probationary  
24 period for employees promoted prior to the effective date of this Agreement shall  
25 not be affected by the terms of this definition.

26 **VII. Temporary Employee:**

27 Any nonpermanent employee who has worked less than 1044 hours in any  
28 twelve (12) consecutive months. Temporary employees shall be terminated upon  
29 completion of 1044 hours or shall be appointed to a position from a certified eligible  
30 list established by the Human Resources Division of the Department of County  
31 Assets.

1           When a temporary employee becomes a permanent employee, time spent  
2 in temporary status shall apply to the probationary period, provided that the job  
3 responsibility is substantially the same.

**ARTICLE 3**  
**RECOGNITION**

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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 wages, hours, and other conditions of employment. The positions covered by this Agreement are listed in Addendum A attached hereto and made a part hereof. Specifically excluded from the bargaining unit are temporary employees. During a probationary period, employees shall be entitled to all contractual benefits excluding provisions relating to discipline or discharge.

**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 departments, determining the levels of service and methods of operation, and the introduction of new equipment; the right to hire, layoff, transfer, and promote; to discipline or discharge for cause; the exclusive right to determine staffing, 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.

**ARTICLE 5**

**UNION SECURITY AND CHECK OFF**

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

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

10 **A.** One half (0.5) of the current monthly union membership dues of those union  
11 members who individually request such deductions in writing on the form provided by the  
12 Union; or

13 **B.** One half (0.5) of the current monthly service fee, in lieu of dues, from any  
14 employee who is a member of the bargaining unit and who has not joined the Union within  
15 thirty (30) days of becoming an employee. This service fee shall be segregated by the  
16 Union and used on a pro rata basis solely to defray the cost of its services in negotiating  
17 and administering this contract.

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

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

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

31 The amounts to be deducted shall be certified to the County by the Financial

- 1 Secretary of the Union, and the aggregate deductions of all employees shall be remitted,
- 2 together with an itemized statement to the Treasurer of the Union by the first day of the
- 3 succeeding month after such deductions are made.

**ARTICLE 6**  
**NO STRIKE**

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4       No employee covered by this Agreement shall engage in any work stoppage,  
5 slowdown, picketing, or strike at any County facility or at any location where County  
6 services are performed during the life and duration of this Agreement. If any such work  
7 stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify  
8 such employees so engaging in such activities to cease and desist, and it shall publicly  
9 declare that such work stoppage, slowdown, picketing, or strike is in violation of this  
10 Agreement and is unauthorized. Employees in the bargaining unit, while acting in the  
11 course of their employment, shall not refuse to cross any picket line established by any  
12 labor organization when called upon to cross such picket line in the line of duty. It is  
13 understood, however, that no employee shall be disciplined or discharged for refusal to  
14 cross a picket line when directed to perform work which does not properly fall within the  
15 scope and jurisdiction of this Local Union. Any employee engaging in any activity in  
16 violation of this article shall be subject to immediate disciplinary action, including  
17 discharge, by the County without application of the grievance procedure of this  
18 Agreement.

**ARTICLE 7**  
**HOLIDAYS**

**I. 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 between Thanksgiving and New Year's or any religious 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.

**II. 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

1 occur.

2 **III. Holiday Pay**

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

9 **IV. Holiday During Leave**

10 Should an employee be on authorized leave with pay when a holiday  
11 occurs, such holiday shall not be charged against such leave.

12 **V. Holiday Work**

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

16 **VI. Saved Holidays**

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

**ARTICLE 8**  
**VACATION LEAVE**

**I. 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 2" below, and accrual balances shall be shown on the employee's check stub.

**II. Table of Vacation Accrual Rates**

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

**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

1 of absence, or layoffs, in excess of thirty (30) days. Part-time work will count on a  
2 full-time basis.

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

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

8 **III. Charging**

9 Vacation leave shall be charged in increments in accordance with the  
10 uniform time charging provisions of Article 14.

11 **IV. Payoff Upon Termination or Death**

12 Unused vacation leave shall be paid to the employee at his or her regular  
13 rate of pay at the time of separation from service. In the event of an employee's  
14 death, unused vacation leave shall be paid to the employee's heirs at his or her  
15 regular rate of pay. This section is subject to any restrictions contained in  
16 Addendum C – VEBA.

17 **V. Use and Scheduling of Accrued Vacation**

18 Employees shall be permitted to choose either a split or entire vacation.  
19 Whenever possible, consistent with the needs of the County and the requirement  
20 for vacation relief, employees shall have the right to determine vacation times, but  
21 in any case vacation times shall be selected on the basis of seniority; however,  
22 each employee will be permitted to exercise his or her right of seniority only once  
23 per calendar year as provided herein. Use of seniority shall be confined to times  
24 during the same calendar year selected during the annual sign-up. The annual  
25 sign up may occur each January, beginning on the first work day and ending on  
26 the last workday of that month. Employees shall be permitted to express their first,  
27 second, and third preferences for vacation times during this sign-up, to ensure  
28 orderly selection of preferred vacation times in the event their higher preference  
29 times are taken by senior employees. Seniority may not be used to obtain  
30 preferred vacation times after the January sign-up concludes. However, seniority  
31 may be used during the January sign-up to secure either a continuous vacation or

1 a vacation plan consisting of two or more non-continuous weeklong segments.  
2 Sign-up shall be in weekly increments. After the January sign up period, vacation  
3 shall be permitted on a “first come, first served” basis.

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

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

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

9 **A. Usage of Emergency Leave**

10 Employees may use up to twenty-four (24) hours of vacation leave  
11 each calendar year for personal emergencies.

12 **B. Emergency Leave**

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

16 2. Employees using Emergency Leave shall follow the reporting  
17 of leave provisions found in Article 9, Section VI., unless the onset of the  
18 emergency is within one (1) hour of the employee’s scheduled reporting time, in  
19 which case the employee must call in as soon as possible.

20 **C. Misuse and Failure to Properly Report**

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

**ARTICLE 9**  
**SICK LEAVE**

**I. Paid Sick Leave**

**A. Definition and Allowable Use**

Sick leave is a leave of absence with pay which may be used when the employee is directly affected by any of the health conditions listed below, or when specified others are affected by the conditions listed, and require the employee's care.

**1. Specified Others**

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

**2. Covered health conditions**

- a. Mental or physical illness, injury, or health condition; need for medical diagnosis, care or treatment of a mental or physical illness injury or health condition; or time off needed for preventative care; or
- b. Any qualified condition covered by FMLA or OFLA, regardless of whether the employee meets statutory eligibility requirements; or
- c. Medical, dental, and employee assistance program appointments; or
- d. Any qualified purpose allowed under Oregon's domestic violence, harassment, sexual assault or stalking law; or
- e. Any other illness, injury, or quarantine based on

1 exposure to contagious disease; or

2 f. In the event of public health emergency, including upon  
3 an order of a general or specific public health emergency.

4 **3. Parental leave**

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

9 **4. Occupationally related conditions**

10 Use of sick leave for occupationally related conditions is  
11 limited to the provisions of Article 13, Workers Compensation.

12 **B. Accrual**

13 1. Employees shall accrue sick leave at the rate of .0461 hours  
14 for each straight time hour worked.

15 2. Protected sick time as defined under Oregon's state sick leave  
16 law, ORS 653.601(6), is limited to the first 40 hours of sick leave taken in a  
17 calendar year. Sick leave taken in excess of forty (40) hours is not considered  
18 protected sick time.

19 3. Sick leave may be accrued on an unlimited basis.

20 **C. Reporting of Sick Leave**

21 An employee who must be absent by reason of illness or injury shall  
22 make reasonable effort to notify dispatcher or dispatch after hours number at least  
23 one (1) hour before the beginning of his or her scheduled shift. If the dispatcher is  
24 not available, the employee may leave a message or voicemail at the time of the  
25 call.

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

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

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

2                     Sick leave shall be charged in accordance with the uniform time  
3 charging provisions of Article 14.

4           **II.    Use and Misuse of Leave for Sick Leave Purposes**

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

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

10          **B.     Legitimate Use**

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

17                    **1.     Verification of use**

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

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

24                    **i.**     The employee has missed work due to illness  
25 for more than three consecutive work days; or

26                    **ii.**    The employee has requested leave that is  
27 scheduled to last more than three scheduled work days; or

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

29                    **iv.**    The employee commences sick time without  
30 providing prior notice required by the County; or

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

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

5                               c.       Management may require medical verification of  
6 absence due to non-FMLA, non-OFLA, and non-protected Oregon sick leave  
7 covered illness or injury under the following conditions:

8                               i.       The employee has been absent for more than  
9 three (3) days; or

10                              ii.       The employee has exhausted all sick leave; or

11                              iii.       The employee has had five (5) or more events  
12 with less than twenty-four (24) hours notice in a six (6) month period; or

13                              iv.       Management reasonably believes that the  
14 absence may not be bona fide.

15                              **2.     Discipline**

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

18                              **a.     Abuse of sick leave**

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

22                              **b.     Use of accrued sick leave**

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

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

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

1 (b) Change the employee's work  
2 assignment for six (6) months or until use of intermittent leave ends, whichever  
3 comes sooner.

4 c. **Excessive absenteeism**

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

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

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

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

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

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

21 **C. Sequencing of Leaves**

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

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

29 a. Sick leave until it is exhausted;

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

- 1                                   c.     Leave without pay.
- 2                   2.     Leave that qualifies under FMLA will be taken in the following
- 3 order:
- 4                                   a.     Paid leave until it is exhausted; employees will
- 5 determine what order paid leave is used;
- 6                   3.     Leave for other purposes will be taken in the following order:
- 7                                   a.     Vacation leave, saved holiday time, or compensatory
- 8 time, sequenced at the employee's option (to the extent allowed by vacation sign-
- 9 up provisions) until they are exhausted;
- 10                                   b.     Leave without pay

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

- 12                   1.     Any employee who leaves County employment and is
- 13 subsequently re-employed as a regular status employee within 180 days is entitled
- 14 to credit for all sick leave accrued up to the last day of prior employment. Sick leave
- 15 shall not accrue during the period between leaving County employment and re-
- 16 employment.
- 17                   2.     Any employee who leaves County employment and is
- 18 subsequently re-employed as a temporary status employee within 180 days is
- 19 entitled to credit for sick leave accrued up to the last day of prior employment up to
- 20 a maximum of 80 hours. Sick leave shall not accrue during the period between
- 21 leaving County employment and re-employment.
- 22                   3.     Any employee who is re-employed after more than 180 days
- 23 is not entitled to credit for sick leave that accrued during prior County service. Sick
- 24 leave will begin accruing anew in accordance with applicable accrual sections.
- 25                   4.     Employees who are laid off and recalled from a recall list, will
- 26 have their sick leave balance restored at the time they are recalled.
- 27                   5.     Employees who retire from County service under PERS full
- 28 formula or formula plus annuity and are subsequently re-employed by the County
- 29 will not be entitled to credit for sick leave accrued during prior County service. Sick
- 30 leave will begin accruing anew in accordance with applicable accrual sections.

1           6.       Employees who retire under PERS money match or OPSRP  
2 who are subsequently re-employed by the County within 180 days of their  
3 retirement date will be entitled to credit for all sick leave accrued up to the last day  
4 of prior employment. Sick leave shall not accrue during the period between leaving  
5 County employment and re-employment.

6           **E.       Limitations on the Use of Leave Without Pay in Lieu of Sick**  
7 **Leave**

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

11           **1.       Continuous leave**

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

27  
28           **2.       Intermittent leave**

29                   Intermittent leave without pay used in lieu of sick leave is not  
30 subject to the six (6) month entitlement provided for above. When such leave  
31 significantly affects an employee's job performance and is not subject to the

1 requirements of law (including but not limited to the FMLA), management may  
2 evaluate the employee's use of leave according to the criteria of "Section B.2.c"  
3 above. Medical information as provided for in "Section D.1" above may be required  
4 for the evaluation. After completing the evaluation management may do one of  
5 the following:

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

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

11                   c.       Proceed with the disciplinary process.

12 **III.   Fitness for Duty**

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

18 **IV.   Incentive Conversion**

19       Effective July 1, 2017, incentive conversion for sick leave will be eliminated  
20 in accordance with Oregon Sick Leave Law, ORS 653.601-991. Should the County  
21 grant AFSCME Local 88 alternative benefits as a result of eliminating sick leave  
22 incentives, the County agrees to notify Local 701 and offer Local 701 the same  
23 benefits.

24 **V.    Bereavement Leave**

25       An employee shall be granted not more than three (3) days leave of  
26 absence with full pay in the event of death in the immediate family of the employee  
27 to make household adjustments or to attend funeral services. If such funeral is  
28 beyond three-hundred-fifty (350) miles, the employee may be granted up to three  
29 (3) additional days with pay at the discretion of his or her supervisor for travel and  
30 personal considerations. For purposes of Bereavement Leave, an employee's  
31 immediate family shall be defined as spouse, parents, step-parents, children, step-

1 children, brother, sister, step-brother, step-sister, grandparents, grandchildren,  
2 father-in-law, mother-in-law, sister-in-law, or brother-in-law member of the  
3 Employee's immediate household. For the purpose of this section, an Employee is  
4 entitled to receive the same bereavement leave for his/her domestic partner and  
5 family, as designated in an Affidavit of Domestic Partnership submitted to  
6 Employee Benefits, as for a spouse. In relationships other than those set forth  
7 above, under exceptional circumstances, such leave of absence may be granted  
8 by the County Chair or his or her designee(s) upon request.



1 accredited school when it is related to his or her employment. The period of such  
2 leave of absence shall not exceed one (1) year, but it may be renewed or extended  
3 upon the request of the employee when necessary. At the request of  
4 management, the employee shall submit verification of course work taken.

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

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

13 **V. Military Leave**

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

22 **VI. Reimbursement**

23 The County will reimburse an employee for the cost of tuition for any course  
24 of study, including state-required classes to maintain or upgrade licenses, taken  
25 on the employee's own time which, in the County's judgment, is related to the  
26 employee's position and will result in improved performance, subject to the  
27 County's budgetary limitations and priorities. Employees shall apply for approval  
28 of the request for reimbursement at least five (5) days prior to the proposed  
29 enrollment. If approved prior to enrollment, the County will make reimbursement  
30 within thirty (30) days after proof of satisfactory completion of the course. In  
31 addition, the County may advance the cost of tuition and incidental expenses if, in

1 the county's judgment, such advance is consistent with County financial and  
2 operational needs and priorities, and the employee signs an agreement that if he  
3 or she does not satisfactorily complete the course, or if his or her County  
4 employment terminates before completion of the course, the County will have the  
5 right to deduct the amount of the advance from his or her pay or use other means  
6 to collect the amount of the advance.

7 **VII. Parental Leave**

8 An employee's entitlement to parental leave shall be governed by FMLA  
9 and OFLA. The employee may use his or her accrued sick leave, vacation time,  
10 compensatory time, or Saved Holiday time as provided therein.

**ARTICLE 11**  
**HEALTH AND WELFARE**

**I. Medical and Dental Benefits**

**A. Definition and Contributions Toward Benefit Plan Premiums**

**1. Definitions**

**a. Full-Time Employees**

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

**b. Part-Time Employees**

Employees who are regularly scheduled to work at least 20 hours but less than thirty-two (32) hours per week however, not scheduled for three (3), ten (10) hours per day.

**2. Medical Benefit Plan Contribution**

**a. Full-Time Employees**

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

<b>Full-Time Employees</b>		
<b>Medical Plan</b>	<b>County Contribution</b>	<b>Employee Contribution</b>
Moda Performance Plan	90%	10%
Moda Preferred Plan	95%	5%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	95%	5%

**b. Part-Time Employees**

The County will provide the Moda Major Medical Plan

1 at no cost to part-time employees. Part-time employees may elect to purchase  
 2 one of the other medical/vision/prescription plans available through the County.  
 3 Part-time employees will be responsible for paying the difference in cost between  
 4 the County’s allowance for the Moda Major Medical Plan and the cost of the  
 5 selected plan based on coverage level (single, two-party, or family). The County  
 6 will provide an additional fifty dollars (\$50) monthly premium subsidy to part-time  
 7 employees who enroll in either the Kaiser HMO Plan or the Moda Preferred PPO  
 8 Plan, regardless of tier.

9 Each eligible Part-Time active enrolled employee’s monthly  
 10 contribution for the purchase of medical benefit plan coverage (which includes  
 11 vision and prescription coverage where applicable) will be calculated as a  
 12 percentage of the total monthly premium by tier as follows:

<b>Part-Time Employees</b>		
<b>Medical Plan</b>	<b>County Contribution</b>	<b>Employee Contribution</b>
Moda Performance Plan	45%	55%
Moda Preferred Plan	56.25%	43.75%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	62%	38%
Kaiser Maintenance Medical Plan	90%	10%

14  
 15 **3. Dental Benefit Plan Contribution**

16 a. Each eligible Full-Time active enrolled employee’s  
 17 monthly contribution for the purchase of dental benefit plan coverage will be  
 18 calculated as a percentage of the monthly premium by tier as follows:

<b>Full-Time Employees</b>		
<b>Dental Plan</b>	<b>County Contribution</b>	<b>Employee Contribution</b>

Moda Dental Plan	95%	5%
Kaiser Dental Plan	95%	5%

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2  
3

b. Part-time employees may receive dental benefits upon payment of fifty percent (50%) of the total monthly dental plan premium by tier.

Part-Time Employees		
Dental Plan	County Contribution	Employee Contribution
Moda Dental Plan	50%	50%
Kaiser Dental Plan	50%	50%

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**B. Health Care Cost During the Term of Agreement**

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Local 701 and the County have a shared interest in addressing increasing health insurance costs. In an effort to collaborate together over quality health plans, design changes and increasing costs, the parties agree to participate on an Employee Benefits Advisory Team (EBAT) with such other County employee bargaining units as agree to participate to review and consider health plans, design changes and cost sharing features. The EBAT will be advisory only, and will report member recommendations to the County Chair. EBAT does not preclude the parties from entering into any Memoranda of Agreement (MOA) authorizing mutually agreed upon plan changes signed by the appropriate Multnomah County authorized representative and an authorized representative employed by the Union. The Union will be entitled to one representative member on the EBAT in addition to the presence of the assigned representative from the union as necessary from the Union. The County agrees to notify the Union any time there is a proposed change in plan cost, change in plan designs by any other bargaining unit or any optional changes proposed by carriers that would impact plan design cost or plan designs. The County agrees to meet with the Union whenever the Union requests to meet regarding proposed changes in plan cost, changes in plan designs by other bargaining units or changes offered by carriers that would impact plan designs. Changes in plans or plan designs which are mandatory due to carrier

1 changes, and which cannot be resolved by a meeting, shall be subject to impact  
2 bargaining only. Mandated coverage changes due to Federal or State laws, rules,  
3 or regulations shall be presented to the Union but will be implemented by the  
4 County as required by law.

5 **C. Premium Calculations**

6 For Kaiser Plans, the premium charges shall be the amount charged  
7 by Kaiser to the County. For the Moda plans, the premium charges shall be  
8 calculated, using sound actuarial principles, and include projected claim costs  
9 based on plan experience as required by state regulations, IBNR expenses,  
10 pharmaceutical claim expenses, stop-loss premiums, third-party benefit plan  
11 administration costs, and an appropriate trend factor selected to limit County  
12 contributions and employee cost shares while providing adequate funding for plan  
13 operations.

14 Other than the High Cost Employer Sponsored Health Coverage  
15 Excise Tax ("Excise Tax"), if a government agency or other taxing authority  
16 imposes or increases a tax or other charge upon the County's Medical and/or  
17 Dental benefit plan(s) or any activity of the plan(s), the County may increase the  
18 appropriate premium(s) to include the new or increased tax or charge.

19 **D. Employee Contribution**

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

24  
25 **E. Major Medical Plan Rebates**

26 Full-Time employees who elect coverage under the Major Medical  
27 Plan will be paid fifty dollars (\$50) (gross) per month.

28 **F. Opt-Out of Medical Plan Benefits**

29 1. Employees may elect to Opt Out of the County's medical  
30 benefit plan coverage by making that election on their Benefit Enrollment form.  
31 Employees making such election must provide proof of other group medical benefit

1 plan coverage in order to make the Opt Out election. Employees will not be eligible  
2 to change their election until the County's official annual open enrollment period,  
3 unless the employee experiences an IRS recognized family status change event  
4 that would allow a mid-year health plan election change or qualifies for Special  
5 Enrollment under HIPAA.

6 **2. Full-Time Employees Who Opt Out**

7 Full-Time employees who Opt Out of medical benefit plan  
8 coverage will receive a reimbursement paid by the County of two-hundred-fifty  
9 (\$250) (gross) per month.

10 **3. Part-Time Employees who Opt-Out**

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

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

21 **G. Successor Plans and Carriers**

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

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

31 **H. Premium Reimbursement for Part-Time Employees**

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

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

15 **I. Retirees**

16 Provisions governing retiree participation in County medical and  
17 dental plans are in Addendum B.

18 **J. Default Enrollment**

19 1. New Full-Time employees who fail to submit a timely  
20 application to Opt Out or enroll into the medical and dental benefit plans described  
21 in Section A will be enrolled by default in the County's Major Medical plan and  
22 Moda Dental plan, with employee only coverage. Eligible dependents of such  
23 employees may be enrolled in the default plans if the employee submits application  
24 requesting dependent enrollment within fifteen (15) days of when date default  
25 enrollment notice is issued.

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

1 notice is issued.

2 **K. Eligible Dependents (Enrollment & Termination of Enrollment)**

3 **1. Spouses and domestic partners**

4 **a. Definitions**

5 i. A “spouse” is a person to whom the employee is  
6 legally married.

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

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

15 **(b)** Has a close personal relationship.

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

18 **(1)** Are not legally married to anyone;

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

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

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

25 **(5)** Are each other’s sole domestic  
26 partner;

27 **(6)** Are jointly responsible for each  
28 other’s common welfare including “basic living expenses” as defined in the Affidavit  
29 of Marriage or Domestic Partnership.

30 **b. Enrollment of Spouse/Domestic Partner**

31 Employee may enroll spouse or domestic partner in

1 County medical and dental plans upon completion of the County's Affidavit of  
2 Marriage or Domestic Partnership and applicable enrollment forms. Enrollment  
3 times and other procedures for administration of the medical and dental benefit  
4 plans shall be applied to employees with domestic partners in the same manner  
5 as to married employees to the extent allowed by the law. Spouse or domestic  
6 partner must be enrolled in the same plans as the employee.

7 **2. Children**

8 **a. Definition**

9 "Eligible children" includes:

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

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

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

18 **(iv)** the newborn child of an enrolled, unmarried,  
19 eligible child of the employee or employee's spouse/domestic partner (grandchild  
20 of employee) if:

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

23 **(b)** both parent child and grandchild reside  
24 with County employee.

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

28 **(v)** an eligible dependent enrolled under  
29 employee's County sponsored health plan, who becomes permanently disabled  
30 prior to their twenty-sixth (26<sup>th</sup>) birth date, may be eligible for continued health plan  
31 coverage after reaching the usual maximum dependent age of twenty-six (26).

1 Employees with a dependent child in this situation should contact the County  
2 Employee Benefits Office three (3) months prior to child's twenty-sixth (26<sup>th</sup>) birth  
3 date to initiate eligibility review process.

4 **b. Enrollment of Dependent Children**

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

8 **c. Taxability of Dependent Health Plan Coverage**

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

13 **3. Termination of Dependent Health Plan Coverage**

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

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

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

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

30 **d.** Employees who fail to remove an ineligible spouse,  
31 domestic partner, or child within sixty (60) days of the qualifying event and have

1 not elected to purchase COBRA coverage for the terminated dependent will be  
2 required, retroactive to the coverage end date, to reimburse the County sponsored  
3 health plan for claims incurred and paid while the former spouse, partner, or child  
4 remained enrolled for coverage but was no longer an eligible dependent.

5 e. Dependent health plan coverage ends on last day of  
6 the calendar month in which the termination event occurs, examples.

7

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

8

9 **L. When Benefits Coverage Begins and Ends**

10 **1. Coverage for new employees**

11 **a. Medical and Dental Benefits**

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

2. **Benefits coverage for terminating employees**

a. **Retirees**

i. **County-subsidized coverage**

Benefits options for retirees are provided for in Addendum B.

ii. **Continuation of coverage through COBRA**

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

b. **Other terminating employees**

i. **County-sponsored coverage**

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

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

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

ii. **Continuation of coverage through COBRA**

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

3. **Employees on unpaid leaves of absence**

a. **Leaves of less than 30 days**

Employees' benefits plan coverage will not be affected by unpaid leaves of absence of less than thirty (30) days' duration. Unpaid cost

1 shares will be recovered from employee when employee returns to paid status.

2 **b. FMLA and OFLA Leaves**

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

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

11 **c. Non-FMLA/OFLA unpaid leaves**

12 **i. Lapsing of County-subsidized coverage**

13 Lapsing of County-subsidized coverage occurs  
14 after passage of thirty (30) day leave period. Thirty-first (31<sup>st</sup>) day of leave with  
15 unpaid status triggers loss of health plan coverage. If thirty-first (31<sup>st</sup>) day of unpaid  
16 non-FMLA/OFLA leave occurs:

<b>31<sup>st</sup> Day of Unpaid Non-FMLA/OFLA Leave</b>	<b>Coverage Ends</b>
1st - 15th of month	End of the month
16th - 31st of month	End of the following month

17  
18  
19 Example: Employee A goes on non-FMLA/OFLA unpaid leave effective July 15.  
20 Leave period exceeds thirty (30) days. Thirty-first (31<sup>st</sup>) day of unpaid leave is  
21 August 14. Employee A's County sponsored health plan coverage will end August  
22 31. Employee B goes on non-FMLA/OFLA unpaid leave July 18. Unpaid leave  
23 period exceeds thirty (30) days. Thirty-first (31<sup>st</sup>) day of leave is August 17th.  
24 Employee B's County sponsored health plan coverage will end September 30.

25 **ii. Continuation of Coverage through COBRA**

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

28 **iii. Benefits Coverage upon return from a leave**

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

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

14 **II. Other Benefits**

15 **A. Flexible Spending Accounts**

16 **1. Medical expenses**

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

22 **2. Dependent care expenses**

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

27 **B. Life Insurance**

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

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

5 Retirees of Multnomah County who have at least fifteen (15) or more  
6 years of County service will be provided with two-thousand dollars (\$2,000)  
7 coverage by the County during the period of the time they receive pension benefits.

8 **C. Emergency Treatment**

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

14 **D. Disability Insurance**

15 **1. Short Term Disability**

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

19 All bargaining unit employees will be covered by the County-  
20 paid short term disability insurance program, the provisions of which will be the  
21 same as those provided to non-represented employees. In order to provide  
22 employees covered by this agreement with Short Term Disability Insurance, the  
23 Base Hourly Rate in Addendum A will be adjusted annually to pay for the coverage.  
24 Future COLA adjustments shall be based on the Base Hourly Rates.

25 **2. Long Term Disability**

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

30 **E. HRA-VEBA**

31 The County will contribute into a Health Reimbursement Account -

- 1 Voluntary Employee Beneficiary Association (HRA-VEBA) for each employee
- 2 covered by this agreement in accordance with the provisions of Addendum C.
- 3                   HRA-VEBA is subject to annual review and adjustment July 1<sup>st</sup> of any
- 4 year by mutual agreement of the parties.

**ARTICLE 12**  
**PENSIONS**

**I. PERS**

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

**II. PERS “Pick-Up” and “Pick-Up” Under IRC Section 414(h)(2)**

**A.** The County shall pay the “pick-up” of the required six percent (6%) employee contribution to PERS as provided in ORS 238.205. If for any reason the ORS 238.205 “employer pick-up” is no longer legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited “pick up” provided for prior to the resumption of PERS pick-up in 1999, including but not limited to the terms of compensation for non-PERS members.

**B.** Until the County resumes pick up of PERS contributions under ORS 238.205 as provided above, to the extent allowable by law, the required employee contribution of six percent (6%) of wages to PERS is deemed to be “picked up” by the County for limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related state or federal tax policies but for other purposes, the contribution shall be considered to have been by the employee, and payment by the employee of the six percent (6%) contribution through payroll deduction is mandatory for each employee who is a member of PERS. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS.

**III. OPSRP Pick Up**

The County shall “pick up” the employee contribution to OPSRP as permitted by ORS 238A.335(1). Should for any reason the ORS 238A.335(1) “employer pick-up” no longer be legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%)

1 and return to the limited “pick-up” provided for prior to 1999, including but not  
2 limited to the terms of compensation for non-OPSRP members. Pursuant to ORS  
3 238A.335(2)(a) and (3), the parties agree and acknowledge that employee  
4 compensation was reduced in order to generate the funds needed to make these  
5 employee contributions to the employee accounts; the employer will file any  
6 required notices with the Public Employees Retirement Board.

7 **IV. Sick Leave in Application to Final Average Salary**

8 In accordance with the terms of ORS 238.350, one-half (1/2) of the value of  
9 accumulated sick leave with pay will be applied to final average salary for the  
10 purpose of pension benefit determination.

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**ARTICLE 13**  
**WORKERS' COMPENSATION AND**  
**SUPPLEMENTAL BENEFITS**

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

II. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Worker's Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority unless the employee's health care provider, the State Worker's Compensation Department or Board, certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied. In such event the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination. If injured during probation, the probationary period may be extended by written agreement of the Union, employee, and the County. If an injured employee has been released by his or her attending physician to return to the job at injury, he or she will be reinstated to that position if eligible under the provisions of ORS 659.043, or its successor; provided that such reinstatement shall not violated the seniority rights, as contained elsewhere in this Agreement, of any other employee.

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

A. Supplemental benefits shall only be payable for those days an employee is receiving time loss benefits pursuant to Oregon Workers' Compensation Law.

1           **B.**     To the extent not compensated by Worker's Compensation benefits,  
2 the first day of occupational disability shall be compensated as time worked.

3           **C.**     To the extent not compensated by Worker's Compensation benefits,  
4 the day following the first day of occupational disability and the next succeeding  
5 day shall be compensated subject to the provisions of Article 9, Sick Leave.

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

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

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

21           **3.**     Nothing in this article may be construed to permit borrowing of  
22 sick leave not accrued by and available to the employee.

23           **4.**     The County shall continue to provide medical and dental  
24 benefits for employee and dependent(s) from the first day of occupational disability  
25 subject to the limitations of the Health and Welfare Article, if any, for a period of  
26 one (1) year.

27           **5.**     The County shall continue to make retirement contributions,  
28 based upon the appropriate percentage of the gross dollar amount of supplement  
29 benefits paid, throughout the period that the employee receives such benefits.

1 **ARTICLE 14**  
2 **HOURS OF WORK**  
3

4 **I. 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 **II. Work Week**

12 **A. Regular** Except as provided herein, the regular workweek shall  
13 consist of consecutive days, Monday through Friday, of the same number of  
14 consecutive hours per day with two (2) consecutive days off. Employees hired on  
15 or after July 1, 1998 for such schedules may be required by the County to work a  
16 regular work week that includes Saturday or Sunday but not both. Employees  
17 hired before that date who wish to volunteer for such schedules may do so and  
18 management may permit the employee to work such a schedule. Employees with  
19 four (4) days per week ten (10) hours per day work schedules shall have 3  
20 consecutive days off, including Saturday and Sunday; however, if operational  
21 needs of the County dictate, the County may institute a limited number of 4-10  
22 work schedules with three (3) consecutive days off, including Saturday or Sunday  
23 off. Qualified Volunteers shall be solicited to take the 3<sup>rd</sup> day as a non-consecutive  
24 day off. If no volunteers accept the 3<sup>rd</sup> day, it shall be determined via seniority list  
25 with the least senior qualified person being assigned. In no case shall the regular  
26 workweek be for more than forty (40) hours, excluding the meal period.

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

1 designated days off.

2 **C. Essential Operations**

3 The County reserves the right to establish policy with respect to  
4 attendance at work during inclement weather or a natural disaster, and further  
5 reserves the right to determine whether or not a particular incident qualifies as  
6 such an event under the terms of any such policy.

7 The County agrees that changes in such policies will be presented  
8 to the Union for review and consideration in accordance with the Public Employee  
9 Collective Bargaining Act. In the event the County is unable to present changes  
10 to such policies by October 31, 2017, which are acceptable to the Union, either  
11 party may request to reopen Article 14, Hours of Work, section C. Essential  
12 Operations, beginning November 1, 2017. The parties agree that any reopener of  
13 Article 14, Hours of Work, section C. Essential Operations will be subject to the  
14 same rules and bargaining process that pertains to expedited bargaining  
15 negotiations and Article 6 (No Strike – No Lockout) will be suspended as to Article  
16 14, Hours of Work, section C. Essential Operations dispute arising therefrom,

17 **III. Work Schedules**

18 Work schedules showing the employee's shift, work days, and hours shall  
19 be posted on all department bulletin boards at all times. All employees shall be  
20 scheduled to work on a regular work shift and each shift shall have regular starting  
21 and quitting times. Except for emergency situations and during the duration of the  
22 emergency, work schedules for any work shift shall not be changed unless the  
23 changes are posted for ten (10) workdays.

24 **IV. Reduced Workweek**

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

29 **V. Rest Periods**

30 All employees' work schedules shall provide for a fifteen-(15) minute rest  
31 period during each one-half (1/2) shift. Rest periods shall be scheduled at the

1 middle of each one-half (1/2) shift whenever feasible. Employees who, for any  
2 reason, work beyond their regular quitting time into the next shift shall receive a  
3 fifteen (15) minute rest period before they start to work on the next succeeding  
4 shift when it is anticipated the overtime is expected to extend a minimum of one  
5 and one-half (1-1/2) hours. In addition, they shall be granted the regular rest period  
6 that occurs during the shift.

7 **VI. Meal Periods**

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

13 **VII. Clean-Up Time**

14 Employees occupying labor, trades, or craft positions shall be granted  
15 adequate personal clean-up time, prior to the end of each work shift. The County  
16 shall provide the required facilities for the employee's clean up. Neither party to  
17 this Agreement shall construe "clean-up time" to mean "quit-early time" or  
18 "leave-early time.

19 **VIII. Uniform Time Charging Provisions**

20 **A. Rounding Rule** Time charged for all leaves and compensation for  
21 time worked under the terms of this Agreement shall be subject to rounding to the  
22 nearest quarter of an hour in accordance with the following rules:

- 23 1. 0 - 7 minutes rounds to 0 hours
- 24 2. 8 - 15 minutes rounds to 1/4 hour

25 **B. Applications**

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

29 2. **Working Over:** An employee who works over less than eight  
30 (8) minutes shall not be compensated. An employee who works eight (8) to fifteen  
31 (15) minutes over shall be compensated one quarter (1/4) of an hour at the

1 appropriate rate of pay in accordance with Article 15, Wages.

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

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

9 **IX. Time Between Shifts**

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

1 **ARTICLE 15**

2 **WAGES**

3  
4 **I. Wages and Classification Schedule**

5 **A. Wage Rates for FY 2017-2018** Effective July 1, 2017, employees  
6 shall be compensated in accordance with the wage schedule attached to this  
7 Agreement and marked Addendum A. Said schedule reflects an increase of two  
8 point two percent (2.2%) effective July 1, 2017.

9 **B. Wage Rates for FY 2018-2019** Effective July 1, 2018, the rates and  
10 ranges of employees covered by this Agreement shall be increased by the  
11 percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical  
12 Workers Index for the second half 2016 to the second half 2017 as reported in  
13 February 2018. The minimum percentage increase shall be no less than one  
14 percent (1%) to a maximum increase of four percent (4%).

15 **C. Wage Rates for FY 2019-2020** Effective July 1, 2019, the rates  
16 and ranges of employees covered by this Agreement shall be increased by the  
17 percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical  
18 Workers Index for the second half 2017 to the second half 2018 as reported in  
19 February 2019. The minimum percentage increase shall be no less than one  
20 percent (1%) to a maximum increase of four percent (4%).

21 **D. Wage Rates for FY 2020-2021** Effective July 1, 2020, the rates  
22 and ranges of employees covered by this Agreement shall be increased by the  
23 percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical  
24 Workers Index for the second half 2018 to the second half 2019 as reported in  
25 February 2020. The minimum percentage increase shall be no less than one  
26 percent (1%) to a maximum increase of four percent (4%).

27 **E. Wage Rates for FY 2021-2022** Effective July 1, 2021, the rates  
28 and ranges of employees covered by this Agreement shall be increased by the  
29 percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical  
30 Workers Index for the second half 2019 to the second half 2020 as reported in  
31 February 2021. The minimum percentage increase shall be no less than one

1 percent (1%) to a maximum increase of four percent (4%).

2 **F. Market Adjustments**

3 Effective July 1, 2019 the pay rates, will be adjusted if the County  
4 rates fall below market average. Market average is defined as:

5 1. Comparables are: Washington County, Clackamas County,  
6 MERC, METRO, Portland Public Schools, City of Portland and OHSU.

7 2. Comparable market rates shall be a look at HVAC Engineer  
8 and Building Automation Systems Technician/Senior classifications, comparing  
9 Multnomah classifications with comparables positions that are similar in duties and  
10 responsibilities. HVAC Assistant rate adjustment shall be the same as applies to  
11 HVAC Engineer.

12 3. Comparable pay rates shall be pay rates in effect as of July 1,  
13 2019 taking into consideration delayed implementation subject to finalize wage  
14 rates which are subject to such actions as contract negotiations/finalized salary  
15 studies. Multnomah County pay rate for purposes of comparison shall include  
16 appropriate July 1, 2019 CPI adjustment.

17 4. Market adjustment increase shall be equal to the percentage  
18 that Multnomah rates are below the market average rounded to a tenth of a  
19 percent. July 1, 2019 CPI increase shall be based on July 1, 2018 wage rate plus  
20 any market adjustment.

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

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

31 **II. Pay Period**

1 The salaries and wages of employees shall be paid semi-monthly on the  
2 last regular county business day of the last week of the pay period following the  
3 pay period in which the pay was earned. In the event the normal payday is a  
4 holiday, the preceding day shall be the payday.

5 **III. Hazardous or Obnoxious Work**

6 **A.** Employees performing hazardous or obnoxious work, not a part of  
7 their normal duties, shall be paid a premium of one dollar (\$1.00) per hour in  
8 addition to their regular rate of pay for all hours during which they are required to  
9 perform this type of work. This pay shall be in addition to any other rate that may  
10 apply to the job. The job classification to which this provision shall apply shall be  
11 mutually agreed upon by the Union and the County. If the parties cannot agree,  
12 the matter shall be submitted as a grievance at Step III of the grievance procedure.

13 **B.** When workers are performing work on a structure at or above the  
14 ninety (90) foot level, where scaffolding or special safety devices are used, the  
15 wage rate for such work shall be double the straight time hourly rate. When such  
16 work is performed on an overtime basis or on a holiday, the rate of pay shall be  
17 triple the straight time hourly rate.

18 **IV. Reporting Time**

19 Any employee who is scheduled to report for work and who presents himself  
20 for work as scheduled, but where work is not available for him or her, shall be  
21 excused from duty and paid at his or her regular rate for a day's work

22 **V. Call-In Time**

23 Any employee called to work outside his or her regular shift shall be paid for  
24 a minimum of four (4) hours at the rate of time and one-half (1.5) except that an  
25 employee called to work within two (2) hours of the commencement of his or her  
26 scheduled shift shall be paid at the rate of one and one-half (1.5) times the  
27 employee's regular straight time rate only for the period elapsed from the  
28 commencement of the call-out to the commencement of the shift. It is the  
29 understanding of the parties that the four-hour period for a Call-In commences with  
30 the acceptance of the call-in assignment and ends four (4) hours later. Employees  
31 will only be called out and remain working for bona fide urgent and immediate

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

9 **VI. Off Duty Work from Home Including Work Telephone Calls**

10 Any employee who is required to perform work or called by the County at  
11 home or a location other than their job site for work related business during off-  
12 duty hours, and is not required to report to a work site, shall be compensated a  
13 minimum of one (1) hour pay or the length of the call which ever is greater, plus  
14 any applicable shift differential, at the appropriate rate of pay. Multiple calls less  
15 than twenty (20) minutes between the end of the first and beginning of the second  
16 (or more) calls will be considered one (1) call. This provision does not apply to  
17 work scheduling or work site directions. The County shall provide required  
18 computers for employees who repair or maintain County automated systems from  
19 home.

20 **VII. On-Call Duty**

21 **A.** Voluntary. Facilities Management may use a voluntary on-call duty  
22 pool to provide a method of rotating access to emergency call-out generated  
23 overtime. All employees who volunteer shall be allowed to take their assigned  
24 County vehicles home. Employees whose residences are more than twenty-five  
25 (25) miles from his/her permanent reporting place may not be eligible to volunteer  
26 for this pool. An employee in the pool shall be designated as the primary  
27 responders and shall take all Call Outs. If call volume demands it, another  
28 employee from the pool may be called out. The designated primary responder  
29 who declines a call may be removed from the volunteer pool and shall lose the  
30 ability to take a County vehicle home. With permission of management, the  
31 employee may be reinstated to the volunteer pool. If called in to work, the

1 volunteer employee must respond to the call and will be paid as described in  
2 Section 5. The assignment of On-Call status will be distributed equally among  
3 qualified employees who volunteer for the assignment. HVAC Assistant will not  
4 be eligible for on-call duty. The division may terminate a Voluntary On-Call Duty  
5 pool by providing ten (10) days notice to the affected employees. Employees may  
6 withdraw from the voluntary pool with ten (10) days notice to management.  
7 Employees shall be paid one (1) hour of pay at the regular straight time rate for  
8 each eight (8) hours of assigned on-call duty or elect the equivalent straight time  
9 as compensatory time. Throughout the week increments of on-call duty of less  
10 than eight (8) hours shall be accumulated and claimed on the Friday timesheet,  
11 rounding up to a full hour of on-call duty pay for the sum of any increments of on-  
12 call duty time that do not add up to a full eight (8) hours. On call duty time shall  
13 not be counted as time worked in the computation of overtime hours.

14 **B.** Employees in On-Call status must respond to the initial contact within  
15 one-half (1/2) hour. If the employee's presence at the work site is required, the  
16 employee must be able to report for work within one (1) hour of his or her response  
17 to the initial contact. Employees in On-Call status shall be available for call-in work  
18 assignments outside of his/her working hours, but not subject to restrictions which  
19 would prevent the employee from using the on-call effectively for the employee's  
20 own purposes. While in On-Call status, employees are required to remain fit for  
21 call-in during non-work time, keep their assigned telecommunications equipment  
22 in operation and comply with any call-in assignment. An employee in On-Call  
23 status will be assigned a specialized County vehicle that shall be used solely for  
24 performing County business and commuting to and from work.

25 **C.** Employees who are assigned a County vehicle under Section 8 7 (a)  
26 may be dispatched to their home by Management from their last work assignment.  
27 Such employees will be released from duty at their designated shift termination.  
28 The final 15 minutes of the shift are designated as Clean-Up Time per Article 14,  
29 Section 7.

30 **VIII. Overtime**

31 Time and one-half (1-1/2) the employee's regular hourly rate of pay shall

1 be paid for work under any of the following conditions, but compensation shall not  
2 be paid twice for the same hours.

3 **A. When scheduled to work five (5) days a week:**

4 1. All authorized work performed in excess of eight (8) hours in  
5 any work day.

6 2. All authorized work performed in excess of forty (40) hours in  
7 any work week.

8 3. All work performed on employee's sixth (6th) day shall be paid  
9 for at the rate of time and one-half (1-1/2) and the seventh (7<sup>th</sup>) day at double-time  
10 rate, provided the employee has worked such overtime on the sixth (6<sup>th</sup>) day as  
11 was offered to him or her for that day.

12 **B. When scheduled to work four (4) days a week:**

13 1. All authorized work performed in excess of ten (10) hours in  
14 any work day.

15 2. All authorized work performed in excess of forty (40) hours in  
16 any work week.

17 3. All work performed on employee's fifth (5th) day shall be paid  
18 for at the rate of time and one-half (1-1/2) and the sixth (6th) and seventh (7th)  
19 days at the double-time rate, provided that the double-time rate shall be paid only  
20 when the employee has worked such overtime on the fifth (5th) day as was offered  
21 to him or her on that day. If an employee declines to work on the fifth (5th) day,  
22 the sixth (6th) day shall be paid at the rate of time and one-half (1-1/2) and the  
23 seventh (7th) day at the double-time rate.

24 4. Overtime worked shall be calculated in accordance with the  
25 uniform time charging provisions of Article 14.

26 **IX. Compensatory Time**

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

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

3           **B.**     Accrued compensatory time off shall be used at the discretion of the  
4 employee with the supervisor's consent.

5           **C.**     In the event the employee terminates for any reason, accrued  
6 compensatory time shall be paid to the employee or his or her heirs.

7 **X.    Distribution**

8           Scheduled overtime work shall be distributed equally among qualified  
9 available employees. However, employees may volunteer for overtime work.  
10 There shall be no discrimination against any employee who declines to work  
11 overtime. Overtime work shall be voluntary except in cases where the public  
12 health, safety, and welfare may be jeopardized.

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

15 **XI.   Mileage Pay**

16           Each employee will be assigned a permanent reporting place. Permanent  
17 reporting places may be changed with ten (10) days written notice to the affected  
18 employee. Whenever an employee is required to work at any location other than  
19 their permanent place of reporting, they shall be paid at the IRS tax exempt  
20 reimbursement rate for the use of their personal transportation from their  
21 permanent reporting place to and from the temporary new location. All employees  
22 shall be allowed pay from the time of reporting to their permanent reporting place,  
23 and this shall end when they return to their permanent reporting place.

24 **XII.   Parking**

25           Whenever employees are required to use their private vehicle for work  
26 assignments, he or she will be reimbursed for the cost of parking pursuant to the  
27 County policy.

28 **XIII.   Shift Differential**

29           In addition to the established wage rates, the County shall pay an hourly  
30 premium of one dollar (\$1.00) to employees for all hours worked on shifts  
31 beginning between the hours of twelve (12) noon and seven (7:00) p.m. For all

1 hours worked on shifts beginning between seven (7:00) p.m. and six (6:00) a.m.,  
2 the County shall pay an hourly premium of one dollar and twenty-five cents (\$1.25)  
3 to employees for each hour worked during that period. Relief shifts will be paid  
4 one dollar and twenty-five cents (\$1.25) per hour for all hours worked.

5 **XIV. Certification Pay**

6 **A. Certification Pay available for HVAC Engineer and Building**  
7 **Automation Systems Specialist**

8 **1. Limited Maintenance Electrician (LME) License.** A  
9 differential of four percent (4%) over adjusted base pay will be paid to any HVAC  
10 Engineer or Building Automation Systems Specialist who has on file a LME  
11 License.

12 **2. State of Oregon Boiler/Pressure Vessel Building Service**  
13 **Mechanic Class 3 Certification.** A differential of three percent (3%) over adjusted  
14 base pay will be paid to any HVAC Engineer or Building Automation Systems  
15 Specialist who has on file a State of Oregon Boiler/Pressure Vessel Building  
16 Service Mechanic Class 3 Certification.

17 **3. State of Oregon Backflow Assembly Tester Certification.**  
18 A differential of two percent (2%) over adjusted base pay will be paid to any HVAC  
19 Engineer or Building Automation Systems Specialist who has on file a State of  
20 Oregon Backflow Assembly Tester Certification.

21 **B. Certification Pay available for HVAC Engineer**

22 The following percentage differentials over adjusted base pay will be  
23 paid to any HVAC Engineer who has on file an Advanced Direct Digital Control  
24 (DDC) Competency.

25 1% for successful completion of one (1) DDC Class.

26 2% for successful completion of two (2) DDC Classes.

27 3% for successful completion of three (3) DDC Classes.

28 **C. Process for receiving Certification Pay**

29 In order for an employee to receive one or more of the certifications  
30 listed above, an employee must present to their supervisor a valid credential(s)  
31 and/or Supervisor written approval that an employee has met the certification

- 1 standard's for a certification. Certification premium will be effective upon the date
- 2 the supervisor received certification and/or approved certification.

**ARTICLE 16**  
**DISCIPLINARY ACTION**

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

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

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

16 **III. Personnel Files**

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

21 **B.** Except as provided below, an employee may request and have  
22 removed from his or her personnel file any letter of reprimand more than two (2)  
23 years old.

24 **C.** A single letter imposing discipline more severe than a letter of  
25 reprimand which is more than five (5) years old will be removed from an  
26 employee's personnel file upon his or her request.

27 **D.** If there is more than one letter imposing discipline which is more  
28 severe than a letter of reprimand on file, none of the disciplinary letters may be  
29 removed until the most recent disciplinary letter is more than five (5) years old. At  
30 that time, it and all previous disciplinary letters will be removed from the  
31 employee's personnel file upon request. For purposes of this subsection, "letter"

1 includes attachments.

**ARTICLE 17**  
**SETTLEMENT OF DISPUTES**

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4 **I. Grievance Procedure** Any grievance or dispute which may arise between  
5 the parties involving the application, meaning, or interpretation of this Agreement  
6 shall be settled in the following manner:

7       **Step I** If there is a dispute or grievance, an employee and/or his or her  
8 Union steward or representative shall meet with his or her supervisor to resolve  
9 the grievance informally. This meeting shall take place within ten (10) days of the  
10 time the employee or the Union first has knowledge or should have knowledge of  
11 the alleged violation.

12       If the informal meeting does not resolve the grievance, the grievance shall  
13 be reduced to writing and presented to the employee's section or division head  
14 through the immediate supervisor within ten (10) days of the informal meeting.. A  
15 grievance may not be initiated concerning an event after sixty (60) days have  
16 elapsed; however, in no way is this provision to be interpreted as affecting the  
17 pursuance of grievances which are of a continuing nature (i.e., the breach  
18 continues and is not a single isolated incident). The grievance notice shall include  
19 a statement of the grievance and relevant facts, applicable provisions of the  
20 contract, and remedies sought. The supervisor shall then attempt to adjust the  
21 matter and respond, in writing, to the employee or his or her representative within  
22 ten (10) days.

23       **Step II** If the grievance has not been answered or resolved, it may be  
24 presented in writing by the employee or his or her representative to the department  
25 head within fifteen (15) days after the response is due from the supervisor. The  
26 department head shall respond to the employee or his or her representative, in  
27 writing, within fifteen (15) days.

28       **Step III** If the grievance has not been answered or resolved at Step II, it  
29 may be presented, in writing, by the grievant to the County Chair, or his or her  
30 designee(s), within fifteen (15) days after the response of the department head is  
31 due. The County Chair, or his or her designee(s), shall respond in writing to the

1 grievant within fifteen (15) days.

2         **County Grievances** When the County has a grievance, it may be  
3 presented in writing to the Union through the County Chair or his or her  
4 representative. The parties will each then promptly appoint two (2) persons to  
5 serve as a Board of Adjustment to consider the grievance of the County and  
6 resolve the dispute. If the Board of Adjustment is unable to resolve the dispute  
7 within fifteen (15) days of the notification to the Union, then the County may request  
8 arbitration under Step V of this Grievance Procedure by written notice to the other  
9 party. This procedure for County grievances is not exclusive, and the County  
10 expressly retains the right to alternately proceed with any other action, including  
11 court proceedings, it may deem in its discretion to be advisable or warranted.

12         **Step IV** If the grievance has not been answered or resolved at Step III,  
13 either party may, within fifteen (15) days after the expiration of time limit specified  
14 in Step III, request arbitration by written notice to the other party.

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

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

30         The arbitrator shall be requested to begin taking evidence and testimony  
31 within a reasonable period after submission of the request for arbitration taking into

1 account the schedules of the parties' representatives and the arbitrator and  
2 witnesses; and he or she shall be requested to issue his or her decision within  
3 thirty (30) days after the conclusion of testimony and argument. The parties hereby  
4 vest the arbitrator with authority to compel the attendance of witnesses on behalf  
5 of either party by issuance of a subpoena, the cost of which shall be borne by the  
6 party requesting the subpoena.

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

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

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

22 **II. Stewards and the Processing of Grievances**

23 **A.** Employees selected or elected by the Union as employee  
24 representatives shall be known as "stewards." The names of the stewards and the  
25 names of other Union representatives who may represent employees shall be  
26 certified in writing to the County by the Union. Stewards may investigate and  
27 process grievances during working hours without loss of pay. All efforts will be  
28 made to avoid disruptions and interruptions of work.

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

- 1           **C.**     All references to “days” in this article refer to calendar days.

1 **ARTICLE 18**  
2 **GENERAL PROVISIONS**

3  
4 **I. No Discrimination**

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

12 All references to employees in this Agreement designate both sexes, and  
13 wherever the male gender is used it shall be construed to include male and female  
14 employees.

15 The County and the Union agree not to interfere with the rights of  
16 employees to become members or refrain from becoming members of the Union,  
17 and there shall be no discrimination, interference, restraint, or coercion by the  
18 County or Union or any County or Union representative against any employee  
19 because of Union membership or any employee activity in an official capacity on  
20 behalf of the Union, or for any other cause, provided such activity or other cause  
21 does not interfere with the effectiveness and efficiency of County operations in  
22 serving and carrying out its responsibility to the public.

23 **II. Bulletin Boards**

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

29 **III. Visits by Union Representatives**

30 The County agrees that the Business Manager or his or her Assistant,  
31 accredited representatives of the International Union of Operating Engineers,

1 Local 701, AFL-CIO, upon reasonable and proper introduction, shall have  
2 reasonable access to the premises of the County at any time during working hours  
3 to conduct Union business.

4 **IV. Changes in Existing Conditions**

5 The County will solicit and be receptive to the input of the Union regarding  
6 changes in existing working conditions proposed by the County, and any such  
7 changes shall not be made for arbitrary or capricious reasons.

8 Any unresolved dispute as to the reasonableness of a change in existing  
9 working conditions shall be resolved through the grievance procedure.

10 Whenever any existing conditions are changed, they shall be posted  
11 prominently on all bulletin boards for a period of ten (10) consecutive work days  
12 prior to becoming effective.

13 **V. Rules**

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

16 **B.** The County agrees to furnish each employee in the bargaining unit  
17 with a copy of the Collective Bargaining Agreement sixty (60) days after the signing  
18 of this Agreement.

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

21 **D.** The County shall provide new employees a copy of the Agreement  
22 and rules at time of hire.

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

26 **VI. Tool Replacement**

27 The County agrees to replace all tools required by the employer to be  
28 furnished by employees when such tools become damaged beyond usability or  
29 are lost or stolen while on the job. A "proof of loss by theft" statement must be  
30 signed by the employee prior to recovery for theft.

31 **VII. Uniforms and Protective Clothing**

1 If an employee is required to wear a uniform, protective clothing, or any type  
2 of protective device in the performance of his or her duties, such uniform,  
3 protective clothing, or protective device shall be furnished by the County; the cost  
4 of maintaining the uniform or protective clothing or device, including initial tailoring,  
5 shall be paid by the County, in accordance with the current practice. The county  
6 will pay the cost of cleaning required protective clothing.

7 **VIII. Seniority**

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

- 9 1. Total length of continuous service within the affected job  
10 classification within the affected department; if a tie occurs, then  
11 2. Total length of continuous service within the affected  
12 Department; if a tie occurs, then  
13 3. Total length of continuous service within the County; if a tie  
14 occurs, then  
15 4. Score on the last performance evaluation awarded under the  
16 system to be developed in accordance with MCC 9.03; if no system exists, then  
17 score on original entrance examination.  
18 5. Time spent in an abolished classification that has a current  
19 equivalent will count toward seniority in the equivalent classification.

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

- 22 1. Part-time work within the same classification will be counted  
23 on a pro rated hourly basis.  
24 2. Time spent on authorized leave without pay that exceeds  
25 thirty (30) calendar days will not count.  
26 3. Time spent in a trainee capacity (e.g., PEP, WIN, CETA, or  
27 other state or federally funded programs) will not be included.  
28 4. Time spent in classification in previous government service  
29 will be included if the employee transferred in accordance with ORS 236.610  
30 through 236.650.  
31 5. Time spent on layoff will not count.

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

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

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

8 **IX.   Reduction in Force**

9           Layoffs will be in accordance with Multnomah County Code 9.03 or its  
10 successor and the Personnel Rules pertaining thereto.

11 **X.   Contract Work**

12           **A.**     Unless mutually agreed, the County will not contract out or  
13 subcontract any work now performed by employees covered by this Agreement  
14 when such would result in loss of employment by any bargaining unit employee(s)  
15 and the County is unable to find suitable or comparable alternate employment for  
16 the employee(s). However, this provision shall not apply to contracting out or  
17 subcontracting work such was anticipated and considered as a part of and during  
18 budget procedures.

19           **B.**     If during the budget procedure contracting or subcontracting is  
20 considered, the County agrees to meet with the Union to discuss the effect of such  
21 action prior to the discussion of such proposals by the budget committee.

22           **C.**     The County further agrees to meet with the Union, at its request, to  
23 explore the alternative of work force reduction by attrition. The County also agrees  
24 that, to the extent practicable, transfers shall be made to open vacancies, and  
25 re-employment of employees affected by such action shall occur for as long as  
26 they are so qualified in accordance with established layoff guidelines. The Union  
27 agrees to assist the County in minimizing the impact on such affected employees.

28 **XI.   Shift Assignment**

29           Whenever there is more than one shift within the same job classification,  
30 employees shall be granted, at their request, preference of shift including days off  
31 according to their respective seniority within the affected classification of the

1 division; provided, however, that following original selection of shift, changes may  
2 be made only when a vacancy occurs on another shift, and further provided that  
3 the employee is qualified to perform the duties set forth in the job description for  
4 the position on the other shift.

5 Disputes concerning the qualifications of an employee to select a shift may  
6 be filed as a grievance in accordance with Article 17.

7 **XII. Safety Rules**

8 The County will furnish all safety devices necessary to comply with existing  
9 and future State and Federal Safety requirements. No employee will be disciplined  
10 for refusal to violate the Safety Codes or the Laws of the State of Oregon.

11 **XIII. Supremacy of Contract**

12 To the extent allowable by law, whenever a conflict arises between this  
13 Agreement and Multnomah County Code 9.03 et. seq. or its successor, this  
14 Agreement shall prevail.

15 **XIV. Performance Evaluation Process**

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

18 **B.** Employees will have the right to attach a response to any evaluations  
19 in their personnel files.

20 **C.** No evaluations or employee responses will be admissible in any  
21 disciplinary or arbitration hearing.

22 **D.** All performance evaluations shall be signed by the employee's  
23 supervisor, who shall bear ultimate responsibility for the content of the evaluation.

24 **XV. Bus Passes**

25 Statement of Purpose. For the purposes of encouraging employees to use  
26 mass transit as part of the county's ride reduction program under the Oregon  
27 Department of Environmental Quality (DEQ) Employee Commute Options (ECO)  
28 mandate, as well as part of the County's commitment to limiting traffic congestion  
29 and promoting clean air, effective November 1, 2001, each employee shall be  
30 eligible to receive a bus pass entirely subsidized by the County for the employee's  
31 personal use while employed by the County. Employees shall return their bus pass

1 to the County upon termination of County employment. Failure to do so may result  
2 in further action by the County and may be noted in the employee's personnel file.

3 **A. Scope of Subsidy**

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

8 It will be the employee's responsibility to obtain the necessary  
9 Photo ID from the County's Employee Benefits Office (EBO). Instructions for  
10 obtaining the photo ID will be available through the EBO and will be included in  
11 new hire packets.

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

15 **B. Procedural Requirements**

16 The procedural requirements for obtaining the pass and verification  
17 that the pass has been used solely by the employee shall be the same as apply to  
18 exempt employees. Such requirements may change from time to time to ensure  
19 efficient and effective implementation of the program.

**ARTICLE 19**

**SAVINGS CLAUSE AND FUNDING**

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**I. Savings Clause**

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

**II. Funding**

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.



**ARTICLE 21**  
**TERMINATION**

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This Agreement shall be effective as of the 1st day of July, 2017 and shall remain in full force and effect through the 30th day of June, 2022, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing between January 1, 2022, and March 1, 2022, that it wishes to modify the agreement for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 7<sup>th</sup> day of September, 2017.

FOR THE UNION:



James Anderson, Business Manager  
Fin Secy IUOE Local 701, AFL-CIO

MULTNOMAH COUNTY, OREGON



Deborah Kafoury, County Chair



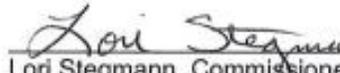
Sharon Meieran, Commissioner, District 1



Loretta Smith, Commissioner, District 2



Jessica Vega Pederson, Commissioner,  
District 3



Lori Stegmann, Commissioner, District 4

NEGOTIATED FOR THE COUNTY BY:



Cessa Diaz  
Labor Relations Manager  
Department of County Management

REVIEWED:

Jenny Madkour, County Attorney  
For Multnomah County, Oregon:



By: Kathryn A. Short  
Deputy County Attorney



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**II. Distinguishing Characteristics**

The distinguishing characteristics for the classifications covered by the Operating Engineers, Local 701 bargaining unit can be found in the job classification specifications which are maintained by the County's Classification and Compensation Unit.

**III. Lead Assignment**

The County may assign an employee to serve as HVAC Engineer Lead worker to perform certain limited supervisory duties including laying out the work for other employees, balancing and directing the work, reviewing the work and employee conduct for adherence to standards and rules, and making such reports as may be required to exempt supervisory employees. Leadworkers do not impose formal discipline. Assignment and selection of such Leadworker shall be at the sole discretion of the County. An employee assigned as a HVAC Engineer Leadworker shall be paid a premium of nine percent (9%) over his or her base hourly wage rate for the duration of the assignment.

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

**I. 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 (Employee Services Division), 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,

1 until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare,  
2 whichever is earlier, if the retiree had:

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

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

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

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

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

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

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

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

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

17       **J.**       The parties 1998 – 2001 Agreement provided for an alternative  
18 Retiree Medical Insurance benefit as follows:

19       **II.       Retirees**

20       Employees who retire from the County shall be eligible to participate in the  
21 County's retiree medical insurance program subject to the same terms, conditions,  
22 and limitations as applied to Exempt County employees at the time this Contract  
23 is executed, pursuant to Ordinance Nos. 629 and 670, set forth in Addendum B,  
24 attached hereto and by this reference incorporated herein. However, employees  
25 hired before July 1, 1992 who retire from the County with ten (10) or more years  
26 of continuous service may, in lieu of coverage under the terms of the foregoing  
27 retiree insurance provisions, elect an alternate retiree insurance benefit whereby  
28 the employer will pay one hundred percent (100%) of the premium for the  
29 employee and his or her eligible dependents from age sixty (60) or date of  
30 retirement, whichever is later, until the employee is eligible for Medicare. The  
31 election to participate in this alternative program must be made in writing, signed

1 by the employee, and received by the Director of the County's Employee Services  
2 Division not later than June 30, 1999. An employee who elects the alternate  
3 program and who retires from the County early with ten (10) or more years of  
4 continuous service may receive the employer-paid benefit beginning at age sixty  
5 (60) provided the employee continuously participates in the County's medical plan  
6 by timely payment of the full premium due from the date of retirement until age  
7 sixty (60). After such employee reaches age sixty-five (65), he or she may continue  
8 to continuously participate in the County's medical plan by timely payment of the  
9 monthly premium.

10 If the union elects to require out of pocket medical contributions by payroll  
11 deduction pursuant to section 3 of this Article, the employer contribution toward  
12 eligible retirees' insurance shall be one hundred percent (100%) of the contribution  
13 it makes for an active employee on the same plan and participation level, rather  
14 than one hundred percent (100%) of the premium, for employees hired prior to July  
15 1, 1992 who timely elect the above-referenced alternative plan, or fifty percent  
16 (50%) of the contribution the employer makes for an active employee on the same  
17 plan and participation level, rather than fifty percent (50%) of the premium, for  
18 employees on the plan set out in Addendum B.

19 The following employees elected this option and are eligible to participate  
20 in this benefit:

- 21 1. Bufton, Michael
- 22 2. Forbes, Royal
- 23 3. Hale, Robert
- 24 4. Kusel, Gary
- 25 5. Morley, Harold
- 26 6. Schaffer, Jr., Ralph
- 27 7. Scogin, David
- 28 8. Wooldridge, Lee

**ADDENDUM C**

**Voluntary Employee Beneficiary Association**

**I. Wages**

The County will contribute an amount equal to three percent (3%) of each Local 701 member's hourly rate (defined as three percent (3%) of base and overtime wages) toward each member's individual HRA-VEBA account. This conversion of wages to benefits will reduce the member's hourly wage by ~~two~~ three percent (3%). The conversion of three percent (3%) of wages to benefits is applied to the compensation calculation of base wages and overtime for each payroll period. The result is that the three percent (3%) will vary based upon numbers of hours worked and any increases in compensation to the hourly base wage, either as a step increase or subsequent COLA increase. Should a member employee work out of class outside of the bargaining unit, HRA-VEBA contributions will be suspended during the work out of class period.

Example: 7/1/2012 base wage \$28.10:

$\$28.10 \times 97\% = \$27.26$  (rounded) Hourly Rate after VEBA Contribution

$\$28.10 \times 3\% = + .84$  (rounded) VEBA Contribution

\$28.10 Hourly Rate

**II. Vacation**

The HRA-VEBA will also be funded by conversion of zero percent (0%) of the member's accrued vacation cash out upon voluntary termination of employment from Multnomah County.

Voluntary termination is identified by the following:

1

SAP TERMINATION CODES AND LEGEND

01	Voluntary – OTHER EMPLOYMENT
02	Voluntary – PERMANENT DISABILITY
03	Voluntary – RETIREMENT (Regular or Disability)
04	Voluntary – FAMILY DEMANDS-STAYING HOME
05	Voluntary – INSUFFICIENT PAY
06	Voluntary – ISSUES WITH MANAGER
07	Voluntary – ISSUES WITH PEERS
08	Voluntary – JOB ABANDONMENT
09	Voluntary - DEATH
10	Voluntary - PERSONAL HEALTH
11	Voluntary – SCHOOL
12	Voluntary – TRANSPORTATION/COMMUTE
13	Voluntary – WORKING HOURS
14	Voluntary – OTHER VOLUNTARY RESIGNATION

2

3 Employee transfers which are the result of an intergovernmental agreement  
 4 between the County and another public agency are not considered voluntary  
 5 resignation for the purpose of this section.

6

7 **III. Annual Review**

8 The HRA-VEBA contribution process will remain in place for the term of the  
 9 party’s current agreement with extension of the contributions subject to future  
 10 agreements and can be subject annually to review by mutual agreement of both  
 11 parties. “Annually” is defined as proposed change made by July 1 of any calendar  
 12 year, with proposed changes submitted to the other party no later than February  
 13 1<sup>st</sup> and agreement to be reached no later than May 1<sup>st</sup> of the year in which the  
 14 change is to occur.

15

16 **IV.** In the event IUOE Local 701 decides to terminate the HRA-VEBA  
 17 agreement, then three percent (3%) will revert back to the base wage calculation.

**ADDENDUM D**  
**DRUG AND ALCOHOL POLICY**

**I. Drug Free Workplace Act**

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

**II. Holders of Commercial Drivers Licenses**

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

**III. Alcohol and Drug Policy Work Rules and Discipline**

**A. Conduct Warranting Discipline**

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

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

**B. Work Rules**

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

**Employees shall:**

a. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes; supervisors must be notified when such

1 containers are brought to the work place. The “work place” includes vehicles  
2 parked on County property.

3 **b.** Not possess, consume, manufacture, distribute, cause  
4 to be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work  
5 place except when lawfully required as part of the job.

6 **c.** Not distribute, dispense or sell prescription  
7 medications except when lawfully required as part of the job.

8 **d.** Not possess or consume prescription medications  
9 without a valid prescription.

10 **2. Possession, consumption, and distribution of alcohol**  
11 **and drugs while off duty on County premises**

12 Employees shall:

13 **a.** Not use, possess, or distribute illegal drugs.

14 **b.** Not use or distribute alcohol without authorization.

15 **3. Fitness for duty**

16 **Employees shall:**

17 **a.** Not report for duty while “under the influence” of  
18 alcohol or drugs. An individual is considered to be “under the influence” of alcohol  
19 if a breathalyzer test indicates the presence of alcohol at or above the .04% level.  
20 An individual is considered to be “under the influence” of drugs when testing  
21 indicates the presence of controlled substances at or above the levels applying to  
22 CDL holders.

23 **b.** Not render themselves unfit to fully perform work duties  
24 because of the use of alcohol or illegal drugs, or because of the abuse of  
25 prescription or non-prescription medications.

26 **c.** Comply with legally mandated occupational  
27 requirements, whether or not they are specifically included in this policy. For  
28 example, by law holders of CDL’s may not perform safety sensitive functions, such  
29 as driving, at or above the .02% level.

30 **d.** Not be absent from work because of the use of alcohol  
31 or illegal drugs, or because of the abuse of prescription or non-prescription

1 medications, except when absent to participate in a bona fide assessment and  
2 rehabilitation program while on FMLA and/or OFLA leave.

3 e. Inform themselves of the effects of any prescription or  
4 non-prescription medications by obtaining information from health care providers,  
5 pharmacists, medication packages and brochures, or other authoritative sources  
6 in advance of performing work duties.

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

15 **4. Cooperation with Policy Administration**

16 **Employees shall:**

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

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

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

29 d. Complete any assessments or treatment programs  
30 required under this Policy.

31 e. Sign a waiver upon request authorizing treatment

1 providers to disclose confidential information necessary to verify successful  
2 completion of any assessment or treatment program required under this Policy.

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

5 i. All drug or alcohol-related arrests, citations,  
6 convictions, guilty pleas, no contest pleas or diversions which resulted from  
7 conduct which occurred while he or she was on duty, on County property, or in a  
8 County vehicle; or

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

13 **C. Levels of Discipline**

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

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

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

- 26 a. carrying firearms
- 27 b. work in the criminal justice system
- 28 c. responsibility for public safety or the safety of co-workers
- 29 d. handling narcotics or other controlled substances
- 30 e. handling hazardous equipment or materials
- 31 f. influencing the behavior of minors

1                                   g.     holding a Commercial Drivers License

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

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

10                                   i.     the requirement that the employee enroll,  
11 participate in, and successfully complete a treatment program as recommended  
12 by the Substance Abuse Professional;

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

17                                   iii.   the signatures of the employee's supervisor, the  
18 employee, and the employee's Union representative.

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

23                                   **D.     Mandatory Assessment and Treatment**

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

30                                   2.     The County will verify employees' attendance, and that the  
31 assessment and treatment have been completed. This verification and any other

1 information concerning alcohol and drug dependency will be treated as confidential  
2 medical information per applicable state and federal law and County Administrative  
3 Procedures.

4           **3.** Policy on the use of leave for assessment and treatment will  
5 be the same as for any other illness.

6           **E. Return to Work Testing**

7           Employees who test positive for being “under the influence” of drugs  
8 will be required to test negative before returning to work. (Note that Federal law  
9 requires CDL holders performing safety sensitive functions to undergo return to  
10 work testing after a positive alcohol or drug test.)

11 **IV. Testing**

12           **A. Basis for Testing**

13           **1.** All employees may be tested:

14                   **a.** Based on reasonable suspicion of being “under the  
15 influence” of alcohol or prohibited drugs;

16                   **b.** Before returning to work after testing positive for being  
17 “under the influence” of alcohol or drugs;

18                   **c.** As part of a program of unannounced follow-up testing  
19 provided for in a Last Chance Agreement.

20           **2.** An employee applying for a different County position will be  
21 subject to testing on the same basis, and using the same procedures and methods,  
22 as outside applicants.

23           **3.** Consistent with Federal law, employees in safety sensitive  
24 positions, including but not limited to, holders of Commercial Drivers Licenses  
25 (CDLs) and Bridge Operators, shall be subject to the testing requirements of  
26 federal law, in addition to the requirements herein which apply to all employees.  
27 For example, unlike other employees, employees in safety sensitive positions\_will  
28 be subject to legally required random testing and testing following certain kinds of  
29 accidents.

30           **B. Establishing Reasonable Suspicion**

31           **1. Definition**

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

10                   **2.     Supervisory training**

11                   The County will provide training to all supervisors on  
12 establishing reasonable suspicion and the nature of alcohol and drug dependency.  
13 Supervisors who have not been trained will not have the authority to direct  
14 employees to be tested on the basis of reasonable suspicion of being under the  
15 influence.

16                   **3.     Lead Workers**

17                   Lead workers who oversee day-to-day work activities are  
18 “supervisors” for the purposes of establishing reasonable suspicion and directing  
19 employees to be tested on that basis. This provision applies to lead workers who  
20 supervise or act as lead workers as part of their job description as well as to those  
21 who receive premium pay under Addendum A, Wages and Classification.

22                   **4.     Additional precautions**

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

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

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

31                   c.     Except in field or shift circumstances which render

1 contact difficult, no supervisor shall refer an employee for a drug or alcohol test  
2 based on "reasonable suspicion" unless the supervisor has consulted with another  
3 supervisor or managerial person regarding the grounds for the suspicion.

4 **C. Testing Methodology**

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

10 **1. Drug Testing**

11 **a.** Drug tests are conducted using urine specimens. In  
12 accordance with CDL standards, the County will contract with a medical doctor  
13 trained in toxicology to act as an MRO (Medical Review Officer). In the case of  
14 positive tests, the MRO will attempt to contact employees to review preliminary  
15 positive test results with employees and any relevant health care providers before  
16 the results are reported to the County. Based on his or her professional judgment,  
17 he or she may change the preliminary test result to negative. The County will not  
18 be able to distinguish a test result that is negative by MRO intervention from any  
19 other negative result.

20 **b.** In addition to compliance with federal guidelines, the  
21 following safeguards will also be applied:

22 **i.** Test results will be issued by the MRO or the  
23 testing laboratory only to the County's Drug and Alcohol Policy Coordinator. The  
24 results will be sent by certified mail or hand-delivered to the employee within three  
25 (3) working days of receipt of results by the County.

26 **ii. Appeals.** If an employee disagrees with the  
27 results of the alcohol or drug test, the employee may request, in writing, within five  
28 (5) days of receipt of test results, that the original sample be re-tested at the  
29 employee's expense by the testing laboratory. The result of any such retest will  
30 be deemed final and binding and not subject to any further test. Failure to make a  
31 timely written request for a retest shall be deemed acceptance of the test results.

1 If an employee requests a retest, any disciplinary action shall be stayed pending  
2 the results of the re-testing.

3 **2. Alcohol Testing**

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

9 b. Alcohol confirmation tests are considered final, they  
10 may not be appealed.

11 3. Test reports are medical records, and will be handled  
12 according to applicable state and federal law and County Administrative  
13 Procedures which insure the confidentiality of such records.

14 **V. Definitions**

15 **A. Alcohol:**

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

18 **B. Controlled Substance:**

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

24 **C. County:**

25 Multnomah County, Oregon.

26 **D. Drug Paraphernalia:**

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

31 **E. Drug Test:**

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

3 **F. Drugs:**

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

10 **G. Medical Review Officer (MRO):**

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

15 **H. On Duty:**

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

21 **I. Prescription Medication:**

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

24 **J. Reasonable Suspicion of Being Under the Influence of Drugs or**  
25 **Alcohol:**

26 See "Section IV. B. 1. a" above.

27 **K. Substance Abuse Professional (SAP):**

28 A licensed physician, or licensed or certified psychologist, social  
29 worker, employee assistance professional, or addiction counselor with knowledge  
30 of and clinical experience in the diagnosis and treatment of alcohol and controlled  
31 substance-related disorders.

- 1        **L.    Under the Influence of Alcohol:**
- 2                See "Section III. B. 3" above.
- 3        **M.    Under the Influence of Drugs:**
- 4                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  
6 Employee. Failure on the part of the employee to meet the expectations below will  
7 result in the termination of his or her employment with the County.

8

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

14

15 **2.** I agree to comply with and complete the conditions of my "Aftercare Plan"  
16 as 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  
22 right to communicate with my physician and/or counselors regarding my status and  
23 progress of rehabilitation and aftercare. I further agree to sign any authorization  
24 or release of information necessary to allow for such communication.

25

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

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

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

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

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

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

**Disciplinary Action**

I understand that the disciplinary action imposed in the attached letter may not be grieved under the grievance procedure in the Local 701 contract.

**Personal Commitment**

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

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

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

5

6

_____		_____	
(Employee)	(Date)	(Managerial Employee With Disciplinary Authority)**	(Date)

8

9

10

_____		_____	
(Labor Representative)	(Date)	(Employee's Immediate Supervisor***)	(Date)

11

12

13

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\_\_\_\_\_

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

17

18 Footnotes:

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

20 \*\* Always necessary.

21 \*\*\* Optional in cases in which immediate supervisor does not have termination  
22 authority.

**INDEX**

**A:**

Accrual, Vacation Leave	12
Addendum A, Wages and Classifications, Operating Engineers	75
Addendum B, Composite Version Of Multnomah County Exempt Employee Retiree Insurance Policy	77
Addendum C, Voluntary Employee Beneficiary Association	81
Addendum D, Drug And Alcohol Policy	83

**B:**

Bereavement Leave, Sick Leave	22
Bulletin Boards, General Provisions	65
Bus Passes, General Provisions	69

**C:**

Call-In Time, Wages	52
Cause, Definition	2
Certification Pay, Wages	57
Changes In Existing Conditions, General Provisions	66
Charging, Vacation Leave	13
Clean-Up Time, Hours Of Work	48
Compensatory Time, Wages	55
Continuous Service, Definition	2
Contract Work, General Provisions	68
Contribution Toward Insurance Premiums, Health and Welfare	27

**D:**

Default Enrollment, Health and Welfare	32
Definitions	2
Definition, Cause	2
Definition, Continuous Service	2
Definition, Permanent Employee	2
Definition, Probationary Employee	3

Definition, Promotional Probationary Employee	3
Definition, Supervisory Employee	2
Definition, Temporary Employee	3
Disability Insurance, Health and Welfare	40
Disciplinary Actions	59
Disciplinary Actions, Personnel Files	59
Disciplinary Actions, Right Of Permanent Non-Probationary Employees	59
Disciplinary Actions, Types Of Disciplinary Actions	59
Distribution, Wages	56
Drug And Alcohol Policy, Addendum E	83
 <u>E:</u>	
Educational Leave, Other Leaves	24
Eligible Dependents, Health and Welfare	33
Emergency Treatment, Health and Welfare	40
Employee Contribution, Health and Welfare	27
Entire Agreement	72
 <u>F:</u>	
Fitness for Duty, Sick Leave	22
Flexible Spending Accounts, Health and Welfare	39
Funding, Savings Clause And Funding	71
 <u>G:</u>	
General Provisions	65
General Provisions, Bulletin Boards	65
General Provisions, Bus Passes	69
General Provisions, Changes In Existing Conditions	66
General Provisions, Contract Work	68
General Provisions, No Discrimination	65
General Provisions, Performance Evaluation Process	69
General Provisions, Reduction In Force	68
General Provisions, Rules	66
General Provisions, Safety Rules	69
General Provisions, Seniority	67
General Provisions, Shift Assignment	68

General Provisions, Supremacy Of Contract	69
General Provisions, Tool Replacement	66
General Provisions, Uniforms And Protective Clothing	66
General Provisions, Visits By Union Representatives	65
Grievance Procedures, Settlement Of Disputes	61

H:

Hazardous or Obnoxious Work, Wages	52
Health And Welfare	27
Health and Welfare, Default Enrollment	32
Health and Welfare, Definition and Contribution Toward Insurance Premiums	27
Health and Welfare, Disability Insurance	40
Health and Welfare, Eligible Dependents	33
Health and Welfare, Emergency Treatment	40
Health and Welfare, Employee Contribution	27
Health and Welfare, Flexible Spending Accounts	39
Health and Welfare, Health Care Cost During the Term of Agreement	29
Health and Welfare, HRA-VEBA	40
Health and Welfare, Life Insurance	39
Health and Welfare, Major Medical Plan Rebates	30
Health and Welfare, Medical and Dental Insurance	27
Health and Welfare, Opt Out of Medical Plan Benefits	30
Health and Welfare, Other Benefits	39
Health and Welfare, Premium Calculations	30
Health and Welfare, Premium Reimbursement for Part-time Employees	31
Health and Welfare, Retirees	32
Health and Welfare, Successor Plans and Carriers	31
Health and Welfare, When Benefits Coverage Begins and Ends	36
Holiday During Leave	11
Holiday Pay	11
Holiday Work	11
Holidays	10
Holidays, Observance	10
Holidays, Saved Holidays	11
Hours Of Work	46

Hours Of Work, Clean-Up Time	48
Hours Of Work, Meal Periods	48
Hours Of Work, Reduced Work Week	47
Hours Of Work, Rest Periods	47
Hours of Work, Time Between Shifts	49
Hours Of Work, Uniform Time Charging Provisions	48
Hours Of Work, Work Day	46
Hours Of Work, Work Schedules	47
Hours Of Work, Work Week	46
HRA-VEBA, Health and Welfare	40
<u>I</u> :	
Incentive Conversion, Sick Leave	22
<u>J</u> :	
Jury Duty, Other Leaves	24
<u>L</u> :	
Last Chance Agreement	94
Lead Assignment, Addendum A	76
Leave of Absence, Other Leaves	24
Life Insurance, Health and Welfare	39
Long Term Disability	40
<u>M</u> :	
Major Medical Plan Rebates, Health and Welfare	30
Management Rights	6
Meal Periods, Hours Of Work	48
Medical and Dental Insurance, Health and Welfare	27
Mileage Pay, Wages	56
Military Leave, Other Leaves	25
<u>N</u> :	
No Discrimination, General Provisions	65
No Strike	9

O:

Off Duty Work from Home Including Work Telephone Calls, Wages	53
On-Call Duty, Wages	53
Opt Out of Medical Plan Benefits, Health and Welfare	30
Other Benefits, Health and Welfare	39
Other Leaves	24
Other Leaves, Educational	24
Other Leaves, Jury Duty	24
Other Leaves, Leave Of Absence	24
Other Leaves, Military Leave	25
Other Leaves, Parental	26
Other Leaves, Reimbursement	25
Other Leaves, Union Business	24
Overtime, Wages	54

P:

Paid Sick Leave, Sick Leave	15
Parental Leave, Other Leaves	26
Parking, Wages	56
Pay Period, Wages	51
Payoff upon Termination or Death , Vacation Leave	13
Pensions	42
Pensions, OPSRP Pick Up	42
Pensions, PERS	42
Pensions, PERS "Pick-Up" And "Pick Up" Under IRC Section 414(H)(2)	42
Pensions, Sick Leave in Application to Final Average Salary	43
Performance Evaluation Process, General Provisions	69
Permanent Employee, Definition	2
Personnel Files, Disciplinary Actions	59
Preamble	1
Premium Calculations, Health and Welfare	30
Premium Reimbursement for Part-Time Employees, Health and Welfare	31
Probationary Employee, Definition	3
Promotional Probationary Employee, Definition	3

R:

Recognition	5
Reduced Work Week, Hours Of Work	47
Reduction In Force, General Provisions	68
Reimbursement, Other Leaves	25
Reporting Time, Wages	52
Rest Periods, Hours Of Work	47
Retirees, Health And Welfare	32
Rights Of Permanent Non-Probationary Employees, Disciplinary Actions	59
Rules, General Provisions	66

S:

Safety Rules, General Provisions	69
Saved Holidays, Holidays	11
Savings Clause And Funding	71
Seniority, General Provisions	67
Settlement Of Disputes	61
Settlement Of Disputes, Grievance Procedure	61
Settlement Of Disputes, Stewards And The Processing Of Grievances	63
Shift Assignment, General Provisions	68
Shift Differential, Wages	56
Sick Leave	15
Sick Leave, Bereavement Leave	22
Sick Leave, Fitness for Duty	22
Sick Leave, Incentive Conversion	22
Sick Leave, Paid Sick Leave	15
Sick Leave, Use and Misuse of Leave for Sick Leave Purposes	17
Signature Page	74
Stewards and Processing of Grievances, Settlement of Disputes	63
Successor Plans and Carriers, Health and Welfare	31
Supervisory Employee, Definitions	3
Supremacy Of Contract, General Provisions	69

T:

Table of Vacation Accrual Rates, Vacation Leave	12
Temporary Employee, Definition	3

Termination	73
Time Between Shifts, Hours of Work	49
Tool Replacement, General Provisions	66

U:

Uniform Time Charging Provisions, Hours Of Work	48
Uniforms And Protective Clothing, General Provisions	66
Union Business, Other Leaves	24
Union Security And Check Off	7
Use and Misuse of Leave for Sick Leave Purposes, Sick Leave	17
Use and Scheduling of Accrued Vacation, Vacation Leave	13
Use of Accrued Vacation for Emergencies	
Use of Accrued Vacation for Sick Leave and Other Purposes, Vacation Leave	14
	14

V:

Vacation Leave	12
Vacation Leave, Accrual	12
Vacation Leave, Charging	13
Vacation Leave, Payoff Upon Termination or Death	13
Vacation Leave, Table of Vacation Accrual Rates	12
Vacation Leave, Use and Scheduling of Accrued Vacation	13
Vacation Leave, Use of Accrued Vacation for Emergencies	14
Vacation Leave, Use of Accrued Vacation for Sick Leave and Other Purposes	14
Visits By Union Representatives, General Provisions	65

W:

Wages	50
Wages, Call-In Time	52
Wages, Certification Pay	57
Wages, Compensatory Time	55
Wages, Distribution	56
Wages, Hazardous or Obnoxious Work	52
Wages, Mileage Pay	56

Wages, Parking	56
Wages, Off Duty Work from Home Including Work Telephone Calls	53
Wages, On-Call Duty	53
Wages, Overtime	54
Wages, Parking	56
Wages, Pay Period	51
Wages, Reporting Time	52
Wages, Shift Differential	56
Wages, Wages and Classification Schedule	50
Wages And Classifications, Operating Engineers, Addendum A	75
Wages And Classification Schedule, Wages	50
When Benefits Coverages Begins and Ends, Health and Welfare	36
Work Day, Hours Of Work	46
Work Week, Hours Of Work	46
Work Schedules, Hours Of Work	47
Workers Compensation And Supplemental Benefits	44