
2022-2025



AGREEMENT

between

Multnomah County, Oregon

and

Multnomah County Employees Union

Local 88, AFSCME AFL-CIO



AFSCME LOCAL 88 WELCOMES YOU TO OUR WORKPLACE

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

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

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

Union Office

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Become a Member Today!

GO TO:
www.oregonafscme.org
Click "JOIN"

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

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

Steward:		Phone Number:
Lead Steward:		Phone Number:
Council Representative:		Phone Number:

2022-2025

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



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

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A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

MULTNOMAH COUNTY EMPLOYEES UNION

LOCAL 88, AFSCME, AFL CIO

ARTICLE 1

PREAMBLE

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

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

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

ARTICLE 2
DEFINITIONS

1

2

3

4 **I. Countywide Seniority**

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

8 **II. Days**

9 For the purposes of this Agreement, "days" means "calendar days" unless otherwise
10 specified.

11 **III. Department**

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

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

22 **IV. Full-Time Employee**

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

26 **V. FTE, or Full-Time Equivalency**

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

30 **VI. Job Sharing**

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

1 **VII. Limited Duration Employee**

2 **A.** Limited Duration appointments may be made for assignments of uncertain or
3 limited duration. Such appointments shall be for a stated period not exceeding two (2) years
4 but may expire earlier. (For additional information refer to Addendum K)

5 **VIII. On-Call Employee**

6 An employee whose appointment is intermittent, irregular or is normally less than half-
7 time is an on-call appointment. On-call appointments have no time limit. On-call employees
8 may be terminated at any time and have no appeal rights within the County except as required
9 under Addendum L.

10 **IX. Part-Time Employee**

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

13 **X. Initial Trial Service Employee**

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

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

29 **C.** If the County intends to dismiss an employee in initial trial service, it will notify the
30 Department Lead Steward and Business Representative, if possible, prior to the employee's
31 dismissal. If the County is unable to notify the Union in advance, it will send notice as soon as
32 possible.

1 **XI. Promotional Trial Service Employee**

2 **A.** A regular employee serving a six (6) month period of Promotional Trial Service
3 upon promotion to determine the employee's suitability for continued employment in the job
4 profile to which they were promoted, such period to begin on the date of the employee's
5 appointment to a higher job profile from a certified list of eligibles. During the period of
6 Promotional Trial Service, the employee shall be returned to the job profile and department
7 from which they were promoted, without recourse to the grievance procedure, if, in the opinion
8 of the employee's supervisor, the employee's continued service in the job profile to which they
9 were promoted would not be in the best interest of the County. Subject to management
10 approval, the employee may elect to return to their previous Department and job profile.

11 **B.** If a newly appointed employee is promoted during the employee's initial twelve
12 (12) month Trial Service period, the employee's Initial Trial Service period shall terminate
13 twelve (12) months from the date the employee began work in the job profile from which they
14 were promoted. The promotion has no effect on the Initial Trial Service period. The Promotional
15 Trial Service period extends six (6) months from the date of the promotion or until the end of
16 the Initial Trial Service period, whichever is later. During the Initial Trial Service period, an
17 employee may be terminated without just cause or appeal regardless of promotion. If an
18 employee is terminated from their promotional position after completing their Initial Trial Service
19 period, they have return rights to the job profile from which they were promoted unless
20 dismissed for just cause.

21 **XII. Regular Employee**

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

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

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

29 **XIII. Temporary Employee**

30 **A.** An employee whose appointment is uncertain due to an emergency workload,
31 absence of an employee or because of a short-term need for a skill or ability. A temporary
32 appointment may be made for a period of up to six (6) months or one-thousand and forty (1040)
33 hours within the preceding twelve (12) months.

1 **B.** A temporary employee who has already worked one-thousand and forty (1040)
2 hours may be appointed within the same twelve (12) month period to another position typically
3 by a different Department, following a break in County service lasting fifteen (15) days or longer.

4 **C.** A temporary employee may be re-appointed to a different position when an
5 unforeseen circumstance requiring the employee's services arises shortly after the termination
6 of one appointment, even when the break in service is limited.

7 **D.** Temporary employees may be terminated at any time and have no appeal rights
8 within the County except as required under Addendum L.

ARTICLE 3
RECOGNITION

I. Definition of the Bargaining Unit

The County recognizes Local 88, AFSCME, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative for the purpose of establishing salaries, wages, hours, fringe benefits, and working conditions for all employees in the County classified service as set forth in MCC Chapter 7 except those specifically excluded In Section I.A through E of this Article. This unit includes on-call and temporary employees described in Addendum L and shall be referred to as the "General Employees Unit". County employees who are excluded from the bargaining unit are:

A. Certain On-Call and Temporary employees, as specified in Addendum L. .

B. Employees certified to another bargaining unit

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

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

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

G. Elected officials and their directly appointed staff.

II. Disputes Concerning Existing Job Profiles or Positions in Section I above

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

III. Disputes Concerning Newly Created Job Profiles or Positions

In the event of disagreement as to the status of newly created or modified job profile or positions, determination of status shall be in accordance with unit clarification procedures as

1 provided by Oregon law. To minimize the possibility of such disputes, when a new non-
2 bargaining unit job profile is created, or when a new position is exempted from a job profile
3 otherwise represented by the Union, written notice will be sent to the Union to include the
4 reason for exemption.

5 **IV. Disputes Concerning Compensation for Job Profiles or Positions Allocated to the**
6 **Bargaining Unit Pursuant to II or III above**

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

10 **V. Temporary List**

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

15 **VI. Certification of Union Officers**

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

ARTICLE 4**MANAGEMENT RIGHTS**1
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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, to establish work schedules and to assign work, and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement or general law, are not subject to the grievance procedure.

ARTICLE 5**UNION SECURITY, REPRESENTATION AND BUSINESS****I. Rights of Bargaining Unit Employees**

Employees shall have the right to self-organize, to form, join or assist labor organizations or to refrain therefrom, to bargain collectively through representatives of their own choosing, and there shall be no discrimination exercised against any employee covered by this Agreement because of the employee's membership or Union activities.

II. Union Security and Check-off**A. Deduction of Union Dues****1. Amount deducted each payroll period:**

The County agrees to deduct each payroll period from the pay of employees covered by this Agreement in accordance with the terms of the contract between the employee and the Union, one half (.5) of the current monthly Union membership dues of those Union members who individually request such deductions in writing on the form provided by the Union.

2. Authorization and certification of dues:

Deduction of membership dues must be authorized in writing on the form provided by the Union. The amount to be deducted for dues and Fair Share Service Fees shall be certified in writing to the County by the Union President or their designee. The aggregate of all deductions shall be remitted, together with an itemized statement, to the Treasurer of the Union at an address certified to the County in writing by the Union President or their designee, within five (5) working days after it is withheld or by such time as the parties mutually agree in writing.

3. Appointment to excluded positions:

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

4. Monthly listing of new and terminated employees:

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

a. All new bargaining unit employees hired during the previous month and of all employees who terminated during the previous month. Such listing shall contain the

1 names of the employees, along with their department, division and section, job profile, base
2 pay, date of birth, full-time/part-time status, number of scheduled hours, County and Job Profile
3 seniority dates, work phone number and email address, work location, and home mailing
4 address.

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

9 **c.** All bargaining unit members who are fair share. Such listing shall
10 contain the names of the employees, department, division and section, job profile, County and
11 Job Profile seniority dates, work phone number and email address, and work location.

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

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

16 5. **Retiree Notice:**

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

20 **B. AFSCME PEOPLE Deductions**

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

26 **C. Defense and Indemnification of the County**

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

1 **III. Union Representation**

2 **A. Contract Negotiations**

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

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

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

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

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

20 **B. Employee Relations Committee Meetings**

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

29 **C. Grievances and Contract Administration**

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

1 **D. Communication with Bargaining Unit Members**

2 **1. Bulletin boards**

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

8 **2. Use of county computers for E-Mail and internet connections related**
9 **to Union business**

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

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

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

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

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

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

30 **vi.** The Local 88 President or designee may use the County's
31 electronic communication systems for the purpose of communicating with Local 88 members.
32 All such communications shall comply with County Personnel Rules. Communications that are
33 sent to employees within a single Department shall be approved by the Department Director or

1 designee prior to distribution. Communications that are distributed to employees in more than
 2 one Department shall be approved by the Director of Central Human Resources or Labor
 3 Relations prior to distribution. Examples of such communications may include, but are not
 4 limited to: meeting announcements; Union elections and ratification votes; Union appointments;
 5 bargaining updates prior to impasse; seniority lists; and miscellaneous surveys.

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

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

14 **i.** Access is approved by the County’s Chief Information
 15 Officer, and subject to restrictions imposed by them; and

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

18 **E. Union Business**

19 There are three forms of time coding for Union Business.

20 **1. Union Business Time (County Paid Time):**

21 Union Business Time that is considered County Paid Time includes
 22 functions that are considered County/Union joint functions such as negotiations; committees
 23 that are joint County/Union committees such as labor/management committees, Benefits
 24 Committee, Compensation Committee; provide information regarding a collective bargaining
 25 agreement to newly hired employees at employee orientations or at any other meetings that
 26 may be arranged for new employees; testify in a legal proceeding in which they have been
 27 subpoenaed as a witness; duties as a Steward as defined in this agreement and such other
 28 Union Business Time (County Paid) that are mutually agreed between the parties. County
 29 employees participating in such activities will be allowed to do so without loss of compensation,
 30 seniority, leave accrual or any other benefits.

31 **2. Union Business Time (Union Reimbursable Time):**

32 **a.** Any bargaining unit member selected by the Union to participate in
 33 a Union activity as defined below shall be considered in Union Business (Union Reimbursable

1 Time) status and shall be granted such paid time not to exceed twenty (20) working days per
2 fiscal year, per member. An additional sixteen (16) working days of paid Union Reimbursable
3 Time leave shall be granted upon request to any elected Union delegate selected to attend
4 official AFL-CIO or other certified AFSCME activities. Additional paid time may be granted by
5 mutual agreement of the parties. County employees on approved Union Business Time (Union
6 Reimbursable) will be allowed to do so without loss of compensation, seniority, leave accrual
7 or any other benefits.

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

16 **c.** Written notice of such time away from work shall be given to the
17 affected employee’s immediate supervisor and to the County Labor Relations Manager five (5)
18 working days in advance. The Union will make every effort to avoid disruptions of work. The
19 Union shall reimburse the County for one hundred percent (100%) of the affected employees
20 salary and fringe benefits (including pro-rata cost of workers’ compensation premiums, but
21 excluding indirect administration or overhead charges) for straight time spent on Union
22 activities conducted during regularly scheduled working hours. The County shall submit a
23 monthly statement to the Union itemizing the amount of the Union’s reimbursement obligation,
24 and may directly withdraw the amount required from a fund maintained with the County. Funds
25 for this purpose shall be maintained in a separate interest-bearing account with an initial
26 balance of twenty-two thousand dollars (\$22,000) to be replenished within ten (10) days upon
27 notice from the County Labor Relations Manager whenever the amount falls below two
28 thousand five hundred dollars (\$2,500). If the County incurs liability arising from the activities
29 of a member engaged in Union Business during such reimbursed time, the Union further agrees
30 to reimburse the County for losses caused by such activities, to the extent that such losses are
31 attributable to the acts of the employee receiving continued compensation pursuant to this
32 section. In the event of a dispute over the causation or amount of loss attributable to the actions
33 of Union agents, the parties agree to arbitrate such dispute under Article 18.III step 4, unless

1 such arbitration is inconsistent with the provisions of any applicable third-party insurance
2 indemnification agreement, or unless binding arbitration might jeopardize the availability of
3 coverage by a third-party insurer. County employees participating in such activities will be
4 allowed to do so without loss of pay.

5 **3. Union Business (Unpaid) Leave:**

6 Employees selected by the Union for such activities that are considered
7 political activities including political training, conferences, committees, or appointments, and
8 time off to work on an election race are considered Union Business (Unpaid) Leave. Employees
9 requesting such time off under this section would be governed by the notice requirements and
10 time limits, unless mutually agreed otherwise, of Union Reimbursable Time.

11 **F. Union Business Leave– Employment Status**

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

15 **G. Visits by Union Representatives**

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

22 **IV. Technology, the Union and the Work Place**

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

ARTICLE 6
NO STRIKE OR LOCKOUT

I. No Strike

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

II. Crossing of Picket Lines

Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line:

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

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

III. Employee Disciplinary Action

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

IV. No Lockout

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

V. Informational Picketing

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

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

ARTICLE 7

HOLIDAYS

I. Holidays

A. Recognized and Observed Holidays

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

- 1. Any day so declared by the Board of County Commissioners, the District Attorney, and the Sheriff.
- 2. New Year's Day (January 1st)
- 3. Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)
- 4. Presidents' Day (3rd Monday in February)
- 5. Memorial Day (last Monday in May)
- 6. Juneteenth (June 19th)
- 7. Independence Day (July 4th)
- 8. Labor Day (1st Monday in September)
- 9. Veterans' Day (November 11th), except for Library employees.
- 10. Thanksgiving Day (4th Thursday in November)
- 11. Christmas Eve Day - **Library employees only**. (See Addendum F for the dates on which the Christmas and New Year holidays will be observed by the Library Department.)
- 12. Christmas Day (December 25th)
- 13. Two additional floating holidays on July 1 of each year. (Floating holiday hours are based off of the employee's schedule on July 1)

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

B. Hours of Paid Leave on Observed and Floating Holidays

1. Full-Time Employees on a regular work schedule:

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

1 (4) nine (9)-hour and one (1) four (4)-hour shift weekly (4-9-4s) shall be entitled to nine (9)
2 hours of leave.

3 **2. Part-Time Employees:**

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

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

19 **3. Full-Time Employees on an irregular work schedule:**

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

25 **C. Saved Holidays**

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

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

31 **2.** Saved Holiday time may be used at the discretion of the employee with
32 the consent of the employee's supervisor. Saved Holiday time will be charged in accordance
33 with the uniform time charging provisions of Article 13.

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

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

5 **II. Holiday Observance**

6 **A. Full-Time Employees Working Five Consecutive Work Days per Week**

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

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

11 **B. Full-Time Employees Working Fewer Than Five (5) Work Days per Week**

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

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

16 **C. Part-Time Employees**

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

21 **D. Leave**

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

27 **III. Holiday Pay**

28 **A.** An employee required to work on an observed holiday will be compensated at
29 one and one half (1 ½) times the employee's regular rate of pay for the hours worked during
30 the observed holiday and for which the employee is not otherwise eligible for overtime or double
31 time premium pay as specified by Article 14.IV. Any additional hours will be paid at the regular
32 rate of pay. The employee will also be granted the number of hours of leave to which they were
33 eligible. The employee may elect to accumulate such leave as Saved Holiday time subject to

1 the provisions of "Section I" above, or be paid at the employee's regular rate of pay. The
2 election must be submitted by the employee in writing to the employee's immediate supervisor
3 on the forms so provided.

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

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

16 **IV. Holiday During Leave**

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

ARTICLE 8
VACATION LEAVE

I. Accrual

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

II. Table of Vacation Accrual Rates

1. Years of Service	2. Hours Accrued Per Pay Period	3. Hours (Weeks) Accrued Per Year by Forty Hour Employees	4. Maximum Hours Accruable
Less than 2	4.67	112 (2.8 wks.)	224
2 to 5	5.33	128 (3.2 wks.)	264
5 to 8	6.33	152 (3.8 wks.)	296
8 to 15	7.66	184 (4.6 wks.)	368
15 or more	9.0	216 (5.4 wks.)	460

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

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

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

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

1 **III. Charging**

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

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

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

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

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

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

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

18 **VII. Use of Accrued Vacation for Emergencies and Employee Wellness**

19 **A. Use of Emergency Leave and Employee Wellness Leave**

20 Employees may use up to twenty-four (24) hours of vacation leave each calendar year
21 for personal emergencies and employee wellness purposes.

22 **B. Emergency Leave**

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

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

30 **C. Employee Wellness**

31 Employees must provide their supervisor a minimum of two (2) weeks advance
32 notice of intent to use Employee Wellness Leave, unless extenuating circumstances exist to
33 provide shorter notice.

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D. Misuse and Failure to Properly Report

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

ARTICLE 9

SICK LEAVE, FITNESS FOR DUTY, AND DISABILITY INSURANCE

I. Paid Sick Leave

A. Definition and Allowable Use

Sick leave is a leave of absence with County pay which may only be used when the employee is directly affected by any of the health conditions listed below, or when specified others are affected by the conditions listed, and require the employee's care. As used in this Article, "protected sick time" refers to sick leave protected under the Oregon state Sick Time Law, ORS 653.601(6), et seq. (or under WA Paid Sick Leave for Washington-based employees). Accrued sick leave taken in excess of what is required by the employee's respective state sick leave laws may be considered protected leave under other state and federal laws.

1. Specified others

- a.** Members of the employee's immediate household; or
- b.** The employee's spouse, parents, or children as defined in the Federal Family and Medical Leave Act (hereafter referred to as the "FMLA"); or
- c.** The employee's grandparents, grandchildren or parents-in-law as defined in the Oregon Family Leave Act (hereafter referred to as "OFLA"); or
- d.** The employee's domestic partner as designated in an Affidavit of Domestic Partnership submitted to Employee Benefits; or
- e.** The children and parents of such domestic partner, defined as if the domestic partner was the employee's spouse.
- f.** Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- g.** For Washington-localized employees, any other family members under WA PFML, which are not already included above.
- h.** For employees covered by Paid Leave Oregon, any other family members covered under Paid Leave Oregon which are not already included above.

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

1 **b.** Any qualified condition covered by FMLA, OFLA, WA Paid Sick
2 Leave, WA PFML, or Paid Leave Oregon, regardless of whether the employee meets statutory
3 eligibility requirements or

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

6 **d.** For Oregon-localized employees, any qualified purpose allowed
7 under Oregon's domestic violence, harassment, sexual assault or stalking law; or

8 **e.** For Washington-localized employees, any qualified purpose allowed
9 under Washington's domestic violence, harassment, sexual assault or stalking laws; or

10 **f.** Any other illness, injury, or quarantine based on exposure to
11 contagious disease; or

12 **g.** In the event of a public health emergency as defined by Oregon
13 Sick Time Law or Washington's Paid Sick Leave law.

14 **3. Parental leave**

15 Sick leave may be used by employees during Parental Leave as defined
16 by FMLA, OFLA, Paid Leave Oregon or WA PFML, except that the amount of leave taken by
17 the other parent of the employee's child will not affect the amount of Parental Leave available
18 to the employee.

19 **4. Occupationally related conditions**

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

22 **B. Accrual**

23 Employees shall accrue sick leave at the rate of 0.05 hours for each County-paid
24 hour. Sick leave may be accrued on an unlimited basis. For Washington localized employees,
25 the same accrual rate shall apply, except that the first sixty-five (65) hours accrued in the
26 calendar year shall be deposited into their WA Sick Leave bank, and any further accruals shall
27 be deposited in their County Sick Leave bank. Employees with sick leave in their Washington
28 State Paid Sick Leave accrual banks will be allowed to rollover (into their WA Sick Leave bank)
29 a maximum of forty (40) hours of Washington paid sick leave per calendar year. Any hours in
30 excess of this will be rolled over to the employees' County Sick Leave Bank.

31 **C. Reporting of Sick Leave**

32 An employee who has a position which requires a replacement (including those
33 whose work would need to get reassigned for the day) during illness must notify the supervisor

1 on duty in sufficient time (at least one 90 minutes) and follow the department's call in
2 procedures before the beginning of the employee's shift so that a replacement may be
3 obtained. Other employees must notify their immediate supervisor, if available, or work site no
4 later than fifteen (15) minutes before their scheduled starting time. It is understood that
5 employees may not be able to provide advance notice in emergencies, when caring for a sick
6 child, or sudden illness but will notify management as soon as possible. Failure to so report
7 may result in loss of County pay for the day involved.

8 **D. Use of Sick Leave during Leave**

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

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

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

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

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

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

22 **B. Legitimate Use**

23 **1. Protected Sick Time**

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

27 **b.** Protected sick time under the Washington Sick Leave Law (RCW
28 49.46.200; 49.46.210) applies to any sick time used from the employees Washing Sick Leave
29 bank.

1 **2. Verification of use**

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

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

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

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

12 **iii.** the employee has exhausted all sick leave;

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

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

28 **3. Discipline**

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

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32
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1 **a. Abuse of sick leave**

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

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

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

8 **ii.** When the intermittent use of accrued sick leave or other paid
9 or unpaid leave used in lieu of sick leave interferes significantly with an employee's ability to
10 perform the duties of the employee's job, management may do the following (subject to the
11 requirements of law, including, but not limited to, the FMLA, OFLA, Oregon Sick Time Law Paid
12 Leave Oregon, WA PFML, and WA Paid Sick Leave law):

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

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

17 **c. Excessive absenteeism**

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

23 **i.** Any legal requirements, including, but not limited to
24 those of the FMLA, OFLA, Oregon Sick Time Law, Paid Leave Oregon, WA PFML, and WA
25 Paid Sick Leave law or the ADA;

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

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

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

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

C. Sequencing of Leaves

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

1. Leave for illness or injury, that does not qualify for FMLA/Paid Leave Oregon/OFLA/WA PFML will be taken in the following order:

a. County sick leave until it is exhausted;

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

c. Leave without County pay.

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

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

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

b. Leave without County pay

4. Leave that also qualifies under WA PFML and Paid Leave Oregon can be taken unpaid or sequenced at the employee's option.

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

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

1. Continuous leave

In the event of a continuous leave of absence without County pay in excess of any legal requirement of the FMLA, OFLA, Paid Leave Oregon or WA PFML, the County may require from the employee's physician, and/or arrange for the employee to see a physician selected by the County to examine the employee and provide a statement of the disability, current condition, and the anticipated length of current absence. If the County requires the employee to see a physician it has selected, it will pay the costs. If deemed

1 necessary by the County, such an examination shall be repeated every thirty (30) days. If
2 management determines that continued leave would not be in the best interest of the County,
3 then any resulting termination would be subject to review under the just cause standard as to
4 the reasonableness of this determination. Following six (6) months of leave without County
5 pay, to include time spent on unpaid FMLA and/or OFLA leave, any extension of the leave shall
6 be deemed permissive on the part of the County and if the employee's leave is not extended,
7 and the employee does not return to work, the employee will be deemed to have resigned.

8 **2. Intermittent leave**

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

- 16 **a.** Approve a similar pattern of intermittent use of unpaid leave for a
17 specified period followed by another evaluation; or
18 **b.** Put the employee on a work plan to manage the use of leave
19 without County pay, followed by disciplinary action if the plan is not successfully completed; or
20 **c.** Proceed with the disciplinary process.

21 **E. Use of Paid Leave in Counting FMLA/OFLA Eligibility**

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

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

29 **G. Observed Holiday and FMLA/OFLA entitlements**

30 The Observed Holiday Leave taken during a FMLA/OFLA leave will not count
31 against an employee's FMLA/OFLA entitlement unless the employee was on a continuous
32 FMLA/OFLA leave the entire week in which the holiday was observed.

H. Washington Paid Family and Medical Leave (WA PFML)

1. Overview

WA PFML is a mandatory statewide insurance program that provides paid family and medical leave to eligible employees who work in Washington state. The program is administered by the State of Washington's Employment Security Department (ESD), not the County.

2. Supplementing WA PFML Benefits

a. Leave Accruals

i. Employees can choose to use accrued paid time off as described below to supplement or "top up" the money they receive as partial wage replacement from the WA ESD while on a WA PFML-eligible leave. The County will require verification from the employee that they have been approved to receive benefits for WA PFML before approving leave as a supplemental benefit. Such verification must include sufficient detail to coordinate the corresponding payments. Supplementation will be based on an employee's regular rate of pay, including any regularly assigned premiums that are part of an employee's regular rate of pay.

ii. Rules Concerning Supplementing Benefits.

(a) Sick Leave, Vacation, Holiday Leave, Paid Military Training Leave, Professional Recognition Leave, Paid Parental Leave or Compensatory Time may be used at the discretion of the employee to supplement benefits.

(b) Time may be sequenced at the employee's option, until accruals are exhausted.

(c) Under no circumstance, will the employee receive more than 100% of their regular rate of pay, which includes regularly assigned premiums (aggregate from the County and the State).

(d) Short-Term Disability benefits will not be authorized for use as supplemental benefits in conjunction with WA PFML.

iii. Timing of Payments

(a) The employee must complete the necessary forms and provide all documentation as required by the Human Resources Department to process the supplemental benefits request. Failure to submit the necessary documentation in a timely manner, may result in delay or denial of supplemental benefit payments.

(b) The parties understand that payments from the State of Washington to County employees are not controlled by Multnomah County, and that there may be waiting periods during which the employee may not receive pay, or receive delayed (retroactive) payment. The County is committed to making every reasonable effort to ensure supplemental pay is issued within 60 days of the employee providing a copy of their approved WA PFML notice. In the event of a delay, the supplemental pay will be issued on a retroactive basis.

III. Fitness for Duty

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

IV. Disability Insurance and Catastrophic Leave

A. Disability Insurance

1. Short term disability:

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

Benefit Level	60% of base salary to \$1500/week
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2. Long term disability:

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

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

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

3 **B. Catastrophic Leave Program**

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

8 **V. Reinstatement of Sick Leave Accruals**

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

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

17 **VI. Paid Leave Oregon Reopener**

18 The parties acknowledge that the County or the Union may, at a later date separate from
19 successor bargaining, exercise a reopener(s) of Article 9, Sick Leave upon written notice to the
20 other party. This reopener will be for the exclusive purpose of addressing the impacts, effects
21 and/or changes to the Paid Leave Oregon program. This reopener will be subject to the same
22 rules and bargaining process.

ARTICLE 10
OTHER LEAVES

I. Unpaid Leaves of Absence

A. Use of Leave

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

B. Failure to Return from Leave

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

II. Judicial Leave

A. Jury Duty

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

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

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

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

6 **B. Subpoenas**

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

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

11 **b.** The employee is subpoenaed to testify; and

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

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

17 **3.** An employee will be compensated for time worked when they have been
18 subpoenaed to provide testimony in a legal proceeding initiated by either the County or the
19 Union.

20 **C. Merit System Council Hearings**

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

23 **III. Military Leave**

24 The County acknowledges its obligation under state and federal law to grant paid and
25 unpaid leave for military training and service. Information about legally mandated military leave
26 will be made available to employees upon request from the Department Human Resources
27 unit. Members of the National Disaster Medical System (NDMS) service of the U.S. Office of
28 Preparedness and Emergency Operations shall be treated as qualifying for paid leave under
29 ORS 408.290 for and during deployments in response to public health emergencies.

30 **IV. Bereavement Leave**

31 **A.** An employee shall be granted not more than three (3) days leave of absence with
32 full pay in event of death in the immediate family or immediate household of the employee to
33 make household adjustments or to attend funeral services. If such funeral is beyond three-

1 hundred and fifty (350) miles, the employee shall be granted additional time for travel not to
2 exceed three (3) additional days with pay. The amount of additional leave shall be at the
3 discretion of the employee's supervisor on the basis of the employee's travel and personal
4 needs. With sufficient advance notice, bereavement leave days may be taken non-
5 consecutively provided they are taken within thirteen (13) months from the date of first use.

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

- 9 1. parents
- 10 2. step-parents
- 11 3. children
- 12 4. step-children
- 13 5. siblings
- 14 6. step-siblings
- 15 7. grandchildren
- 16 8 grandparents
- 17 9 siblings--in-law

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

20 D. For any individual related by blood or affinity whose close association with the
21 employee is the equivalent of a family relationship, such leave of absence shall be granted by
22 the employee's supervisor. In the event that the supervisor denies such a request for
23 bereavement leave, the employee may request review of the decision by the Department
24 director, Sheriff, or District Attorney, or their designee(s).

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

27 **V. Personnel Examinations/Interviews**

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

1 **VI. Immigration and Citizenship Leave**

2 **A.** An employee may use up to forty (40) hours of accrued paid sick leave per fiscal
3 year to address immigration or citizenship matters for themselves or members of their family
4 as defined by Article 9.I.A.1. This includes, but is not limited to, attending meetings with
5 immigration or criminal defense attorneys, state or federal criminal court proceedings,
6 deportation hearings, or other events bearing on the subject individual's legal resident,
7 immigration, or citizenship status.

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

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

ARTICLE 11
HEALTH AND WELFARE

I. Medical and Dental Benefits

A. Definitions and Contributions Toward Benefit Plan Premiums

1. Definitions:

a. Full-Time Employees

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

b. Part-Time Employees

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

i. Three-Quarter Time Employees

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

ii. Half-Time Employees

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

2. Medical Benefit Plan Contributions:

a. Full-Time Employees

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

Full-Time Employees		
Medical Plan	County Contribution	Employee Contribution
Moda PPO 400 Plan	93.25%	6.75%
Kaiser 10/20 Medical Plan	95%	5%

1 **b. Three-Quarter Time Employees**

2 Each eligible Three-Quarter Time active, enrolled employee's
3 monthly contribution for medical benefit plan coverage (which includes vision and prescription
4 coverage) will be calculated as a percentage of the total monthly premium by tier as follows:
5

Three-Quarter Time Employees		
Medical Plan	County Contribution	Employee Contribution
Moda PPO 400 Plan	75%	25%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser 10/20 Medical Plan	75%	25%
Kaiser Maintenance Medical Plan	90%	10%

6
7 **c. Half-Time Employees**

8 Each eligible Half-Time active, enrolled employee's monthly
9 contribution for medical benefit plan coverage (which includes vision and prescription
10 coverage) will be calculated as a percentage of the total monthly premium by tier as follows:
11

Half-Time Employees		
Medical Plan	County Contribution	Employee Contribution
Moda PPO 400 Plan	50%	50%
Moda Major Medical Plan	100%	0%
Kaiser 10/20 Medical Plan	50%	50%
Kaiser Maintenance Medical Plan	90%	10%

12
13 **d.** Half-Time employees who enroll in the 10/20 Kaiser Medical Plan will
14 receive an additional fifty dollar (\$50) monthly premium subsidy provided by the County. This
15 monthly premium subsidy will continue for the duration of the contract.

1 **3. Dental Benefit Plan Contributions:**

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

Full-Time Employees		
Dental Plan	County Contribution	Employee Contribution
Delta Dental 50 Plan	93%	7%
Willamette Dental Group Plan	93%	7%
Kaiser Dental 15 Plan	93%	7%

5
6 **b.** Each eligible Three-Quarter Time active, enrolled employee's
7 monthly contribution for dental benefit plan coverage will be calculated as a percentage of the
8 total monthly premium by tier as follows:

Three-Quarter Time Employees		
Dental Plan	County Contribution	Employee Contribution
Moda Dental 50 Plan	75%	25%
Willamette Dental Group Plan	75%	25%
Kaiser Dental 15 Plan	75%	25%

9
10 **c.** Each eligible Half-Time active, enrolled employee's monthly
11 contribution for dental benefit plan coverage will be calculated as a percentage of the total
12 monthly premium by tier as follows:

Half-Time Employees		
Dental Plan	County Contribution	Employee Contribution
Delta Dental 50 Plan	50%	50%
Willamette Dental Group	50%	50%
Kaiser Dental 15 Plan	50%	50%

1 **B. Health Care Plan Changes During the Term of Agreement**

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

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

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

16 **C. Premium Calculations**

17 1. For Kaiser Plans, the premium charges shall be the amount charged by
18 Kaiser to the County. For the Preferred Provider Organizational Plans (PPO) plans, the
19 premium charges shall be calculated, using sound actuarial principles, and include projected
20 claim costs based on plan experience as required by state regulations, IBNR expenses, federal
21 and state Insurance Pool assessments, pharmaceutical claim expenses, stop-loss premiums,
22 third-party benefit plan administration costs, and an appropriate trend factor selected to limit
23 County contributions and employee cost shares while providing adequate funding for plan
24 operations.

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

29 **D. Employee Contribution**

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

1 **E. Opt-Out of Medical Plan Benefits**

2 1. Employees may elect to Opt Out of the County's medical benefit plan
3 coverage by making that election during the benefit enrollment process. Employees making
4 such an election must provide annually, an affidavit or other qualifying proof of other group
5 medical benefit plan coverage covering tax dependents, in order to continue to Opt Out.
6 Employees will not be eligible to change their election until the County's official annual open
7 enrollment period, unless the employee experiences an IRS recognized family status change
8 event that would allow a mid-year health plan election change or qualifies for Special
9 Enrollment under HIPAA.

10 **2. Full-Time Employees Who Opt Out:**

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

14 **3. Three-Quarter Time Employees Who Opt Out:**

15 Three-Quarter Time employees who Opt Out of medical benefit plan coverage will receive a
16 reimbursement paid by the County of one-hundred-eighty-seven dollars and fifty cents
17 (\$187.50) (gross) per month.

18 **4. Half-time Employees who Opt Out:**

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

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

28 **F. Successor Plans and Carriers**

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

1 If the County chooses to change from a plan or carrier which is still available, the County
2 agrees that the overall existing level of benefits for each plan will be duplicated as closely as
3 possible but will not be reduced.

4 **G. Premium Reimbursement for Part-Time Employees**

5 **1. Reimbursement Eligibility:**

6 Three-Quarter Time and Half-Time employees shall be eligible for
7 premium reimbursement if they work the minimum required number of hours for two (2)
8 consecutive pay periods. The two (2) or more pay periods used for calculation are considered
9 a single qualifying block of time. The two (2) or more consecutive pay period block shall only
10 be applied to one reimbursement request. Changes to a submitted reimbursement request will
11 be considered only if a submitted payroll period is determined to be ineligible.

12 **2. Hours Required for Reimbursement:**

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

16 **b.** "Work" for purposes of this section is defined as hours worked, and
17 any paid time such as holiday, vacation or sick time.

18 **c.** Hours required for Three-Quarter Time reimbursements shall be
19 one hundred and twenty (120) and for Full-Time reimbursements shall be one hundred and
20 twenty-eight (128) hours cumulative in two (2) pay periods.

21 **3. Reimbursement Options:**

22 **a. Full-Time Reimbursement**

23 Three-Quarter Time employees and Half-Time employees may be
24 eligible for Full-Time reimbursements. To qualify, time worked in each pay period must meet
25 the minimum qualifying hours for Full-Time reimbursements for two (2) or more consecutive
26 pay periods. Any such premium reimbursements made to the employee will be adjusted for
27 appropriate taxes.

28 **b. Three-Quarter Time Reimbursement**

29 Half-Time employees may be eligible for Three-Quarter Time
30 reimbursements. To qualify, time worked in each pay period must meet the minimum qualifying
31 hours for Three-Quarter Time reimbursements for two (2) or more consecutive pay periods.
32 Any such premium reimbursements made to the employee will be adjusted for appropriate
33 taxes.

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

3 d. Employees who elect to “Opt-out” and/or decline dental plan
4 enrollment will not be eligible for premium reimbursement.

5 e. Reimbursement payment requests must be submitted online via
6 premium reimbursement webform located on Commons within three months from the end of
7 the calendar year (e.g., reimbursements will be considered if submitted by March 31 for the
8 prior calendar year premium payments).

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

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

14 **H. Retirees**

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

17 **I. Default Enrollment**

18 **1.** New Full-time employees who fail to submit a timely to enrollment to Opt
19 Out or enroll into the medical and dental benefit plans described in Section A will be enrolled
20 by default in the County’s PPO 400 plan and Delta Dental 50 plan, with employee only
21 coverage. Eligible dependents of such employees may be enrolled in the default plans if the
22 employee requests dependent enrollment within fifteen (15) days of the date that the default
23 enrollment notice is issued.

24 **2.** New Three-Quarter-Time and Half-Time employees who fail to submit a
25 timely enrollment to Opt Out or enroll into the medical and dental benefit plans described in
26 Section A above will be enrolled by default in the County’s Major Medical plan, with employee
27 only coverage. Eligible dependents of such employees may be enrolled in the default plan if
28 the employee requests dependent enrollment within fifteen (15) days of the date that the default
29 enrollment notice is issued.

30

31

1 **J. Eligible Dependents (Enrollment & Termination of Enrollment)**

2 **1. Spouses and domestic partners:**

3 **a. Definitions**

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

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

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

12 **(b)** Has a close personal relationship; and

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

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

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

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

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

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

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

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

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

1 **2. Children:**

2 **a. Definition**

3 **“Eligible children” includes:**

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

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

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

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

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

15 **(b)** both parent child and grandchild reside with the
16 County employee; Grandchild’s eligibility for coverage ends upon the parent child’s twenty-
17 sixth (26th) birthday, marriage date, or parent child and/or grandchild no longer reside with the
18 employee, whichever occurs first, unless the County employee has legal custody of the
19 grandchild.

20 **v.** An eligible dependent enrolled under employee’s County
21 sponsored health plan, who becomes permanently disabled prior to their twenty-sixth (26th)
22 birth date, may be eligible for continued health plan coverage after reaching the usual maximum
23 dependent age of twenty-six (26). Employees with a dependent child in this situation should
24 contact the County Employee Benefits Office three (3) months prior to child’s twenty-sixth
25 (26th) birth date to initiate the eligibility review process.

26 **b. Enrollment of Dependent Children**

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

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

31 Health plan coverage provided to domestic partners, children of
32 domestic partner, and/or other dependents who do not meet IRS Child, Qualified Child, or IRS

1 Qualified Relative requirements is subject to imputed income tax on the value of the coverage
 2 in accordance with IRS regulations.

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

4 Employees must report termination of marriage or domestic partnership or
 5 any other change in dependent eligibility status of enrolled dependents to the County Employee
 6 Benefits Office within sixty (60) days of the dependent status change.

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

10 **b.** Employees whose marriage or domestic partnership ends must
 11 submit a Statement of Dissolution of Marriage/Domestic Partnership and complete the benefit
 12 change process to sufficiently report the event.

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

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

22 **e.** Dependent health plan coverage ends on the last day of the
 23 calendar month in which the termination event occurs. Examples:

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

24

25

K. When Benefits Coverage Begins and Ends

1. Coverage for new employees:

a. Medical and Dental Benefits

The employee and eligible dependents will be covered by medical and dental benefits the first (1st) day of the month on or following hire, provided the employee has completed the benefit enrollment process and provided required documents to the Employee Benefits office on or before that date. Employees who complete the enrollment requirements enroll after the first (1st) day of the month following hire, but within thirty-one (31) days of hire, will be covered the first (1st) day of the month following the date on or following the date enrollment requirements are completed. Employees who do not enroll within thirty-one (31) days of hire will be enrolled based on the default enrollment procedure. Coverage under the default plan(s) will begin on the first (1st) day of the month following thirty-one (31) days of employment.

2. Benefits coverage for terminating employees:

a. Retirees

i. County-subsidized coverage

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

ii. Continuation of coverage through COBRA

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

b. Other terminating employees

i. County sponsored coverage

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

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

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

ii. Continuation of coverage through COBRA

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

3. Employees on unpaid leaves of absence:

a. Leaves of less than thirty (30) days

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

b. FMLA and OFLA Leaves

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

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

c. Non-FMLA-non-OFLA Unpaid Leaves

i. Lapsing of County-subsidized coverage

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

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

1 **Example:** Employee A goes on non-FMLA/non-OFLA unpaid leave effective July 15. Leave
 2 period exceeds thirty (30) days. Thirty-first (31st) day of unpaid leave is August 14. Employee
 3 A's County sponsored health plan coverage will end August 31. Employee B goes on non-
 4 FMLA/non-OLFA unpaid leave July 18. Unpaid leave period exceeds thirty (30) days. Thirty-
 5 first (31st) day of unpaid leave is August 17th. Employee B's County sponsored health plan
 6 coverage will end September 30.

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

8 Employees enrolled in County medical and/or dental plans may
 9 continue to purchase coverage under County medical and dental benefits plans on a self-pay
 10 basis as mandated by law.

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

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

17 **(b)** Employees returning from unpaid non-FMLA/OFLA
 18 leave in a new plan year will have an open Enrollment opportunity when they return from leave
 19 for the same length of time as Open Enrollment. Such employees must notify the County
 20 Employee Benefits Office and complete the enrollment upon their return to work. If submitted
 21 enrollment is received on the first (1st) day of the month, the change will be effective that day;
 22 otherwise, coverage will be in effect the first (1st) day of the month following the employee's
 23 completed enrollment.

24 **II. Other Benefits**

25 **A. Flexible Spending Accounts**

26 **1. Medical expenses:**

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

1 **2. Dependent care expenses:**

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

5 **3. Transportation expenses:**

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

10 **B. Life Insurance**

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

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

17 **3.** Retirees (and retirement-eligible employees) of Multnomah County who
18 have at least ten (10) years of County service will be provided with two thousand dollars
19 (\$2,000) term life insurance by the County upon retirement.

20 **C. Emergency Treatment**

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

26 **D. Disability Insurance**

27 Disability insurance benefits are provided for under Article 9. Sick Leave, "Section
28 IV".

29 **E. Long-Term Care**

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

ARTICLE 12

WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS

I. Occupational Injury or Illness occurring within Oregon

A. Coverage

1. All members of the bargaining unit will be provided full coverage as required by the Oregon Workers' Compensation Act through Multnomah County's self-insured program

B. Seniority

1. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt the employee's continued period of employment with reference to accrual of seniority unless the employee's approved Workers Compensation type attending physician, the State Workers' Compensation Department or Board certifies to the County in writing that the employee will be permanently disabled to such an extent that the employee will be unable to return to the County and fully perform the duties of the position they last occupied.

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

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

C. Trial Service Employees

In accordance with the terms of Article 2, "Section XI," if an employee sustains an injury during their trial service, it may be extended by written agreement of the Union, the employee, and the County.

D. Supplemental Benefits

The County shall supplement the amount of Workers' Compensation benefits received by the employee for temporary disability due to occupational injury, illness or disease by an amount which, coupled with Workers' Compensation payments, will insure the disabled

1 employee the equivalent of one hundred percent (100%) of the employee's semi-monthly net
2 take home pay (as calculated in accordance with Workers' Compensation regulations) subject
3 to the following conditions:

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

10 **2.** To the extent not compensated by Workers' Compensation benefits, the
11 hours missed on the first day of occupational disability shall be compensated as time worked.

12 **3.** To the extent not compensated by Workers' Compensation benefits, the
13 day following the first day of occupational disability and the next succeeding day shall be
14 compensated subject to the provisions of Article 9, Sick Leave.

15 **E. Denied Claims**

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

19 **2.** If a Workers' Compensation claim which has been denied is later held
20 compensable upon appeal, any compensation disbursed for paid leave taken in lieu of
21 compensable time loss any shall be reimbursed by the employee to the County and the
22 employee's sick leave account shall be credited with an equivalent number of days.

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

28 **4.** If a denied claim is later held compensable upon appeal, the employee will
29 be entitled to:

30 **a** Reimbursement of any premiums paid to the County for
31 medical/dental benefits, and

32 **b** Any supplemental benefits not paid in accordance with "Section IV"
33 of this Article.

1 **F. Benefits**

2 **1.** The County shall continue to provide medical and dental benefits for an
3 employee with a compensable claim and the employee's dependent(s) from the first day of
4 occupational disability, subject to the limitations of Article 11, Health and Welfare, if any, for a
5 period of one (1) year or such longer period as may be required by law.

6 **2** The County shall continue to make retirement contributions, based upon
7 the appropriate percentage of the gross dollar amount of supplemental benefits paid,
8 throughout the period that the employee receives such benefits.

9 **G. Borrowing of Sick Leave**

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

12 **II. Occupational Injury or Illness Outside of Oregon**

13 **A.** County employees traveling for out-of-state work conferences or training will be
14 covered through the self-insured program as outlined in Section I.

15 **B.** Out-of-state teleworking employees are either covered by the self-insured
16 program or through a state specific policy as necessitated by the rules and regulations of that
17 individual state in conjunction with the nature of the telework assignment.

18 **C.** When an out-of-state policy is applicable, the rules and coverage benefits will be
19 dictated by that state's regulations including supplemental benefits as defined in Section I.D.
20 above. There may also be documentation requirements for employees before supplemental
21 benefits can be paid. Employees will not be concurrently insured through the Oregon self-
22 insured program.

23 **D.** To the extent not compensated by Workers' Compensation benefits, the hours
24 missed on the first day of occupational disability shall be compensated as time worked.

25 **E.** To the extent not compensated by Workers' Compensation benefits, the day(s)
26 following the first day of occupational disability for the duration of the state's waiting period shall
27 be compensated subject to the provisions of Article 9, Sick Leave.

ARTICLE 13
WORK SCHEDULES

I. Posting of Work Schedules

A. Work schedules showing work days and hours of work will be posted on bulletin boards or otherwise made accessible to employees at all times. Management may change work schedules with fifteen (15) calendar days' notice to affected employees, and with less notice in the following circumstances:

1. Such notice is voluntarily waived in writing by the employee(s); or
2. For the duration of an emergency.

II. Reduction of Work Hours

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

1. When an employee with less job profile seniority is substantially more qualified for the reduced position;
2. Where bona fide job-related requirements for a balance of experienced and non-experienced personnel exist between shifts or assignments in a work unit.

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

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

III. Work Days and Days Off

A. Scheduling Requirements

1. Employees working 40 hours per week:

a. Employees working five (5) eight (8)-hour days a week will be scheduled to work five (5) consecutive days with two (2) consecutive days off. Employees working four (4) ten (10)-hour days a week may be scheduled to work four (4) consecutive days

1 or may be assigned to a split work week but will be scheduled with two (2) consecutive and
2 one (1) non-consecutive day off.

3 **b. Alternate Work Week Schedules**

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

13 **2. Employees working less than 40 hours per week:**

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

17 **B. Changing Scheduled Days of Work and Days Off**

18 **1. Voluntary changes:**

19 **a.** Changes of work days and days off will be considered voluntary if
20 they occur at the employee's request or as a result of shift bidding. During the fourteen (14)
21 day period following the transition from one schedule of work days and days off to another, the
22 provisions of "Section III.A **(minimum of 2 consecutive days off per work week)**" above will
23 not apply, and, for example, the employee may have split days off.

24 **b. Shift Trading**

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

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

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

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

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

3
4 **2. Involuntary changes:**

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

8 **a.** Employees who are scheduled to work more than five (5) days in a
9 row without a day off will be paid at the time-and-a-half rate for all hours worked on the sixth
10 (6th) and subsequent days until their next scheduled day off. Days worked immediately prior
11 to the transition period will be included in the five (5) day requirement of this subsection.

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

16 **IV. Scheduling the Work Day**

17 **A. Normal Work Day**

18 **1. Employees working forty hours a week:**

19 **a.** All employees working forty (40) hours per week, except those on
20 a continuous duty schedule, shall work consecutive hours as scheduled per day excluding the
21 meal period.

22 **b.** Employees on a continuous duty schedule per "Section C.3" below
23 shall work consecutive hours as scheduled per day including the meal period.

24 **2. Employees working less than forty hours a week:**

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

29 **B. Breaks**

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

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1 **1. During the normal work day:**

2 **a. Employees working six or more hours a day**

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

9 **b. Employees working fewer than six hours a day**

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

12 **2. While working overtime:**

13 Employees scheduled to work at least eight (8) hours a day who are
14 expected to work at least one and a half (1 ½) hours after their scheduled quitting time are
15 entitled to a fifteen (15) minute paid break at their scheduled quitting time (in advance of their
16 additional work hours for the day). .

17 **3. While on a continuous duty schedule:**

18 Breaks for employees on a continuous duty schedule are covered in
19 “Section C.3” below.

20 **C. Meal Periods**

21 **1. Entitlement to a meal period:**

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

26 **2. Unpaid meal periods:**

27 Meal periods are on unpaid time unless the provisions of “Subsection 3”
28 (continuous schedules) below apply.

29 **a. Length of the meal period**

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

1 **b. Scheduling**

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

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

7 **3. Paid meal periods:**

8 **a. Continuous duty schedules**

9 Management may assign employees performing duties which do
10 not lend themselves to duty free breaks and meal periods to a continuous duty schedule. Any
11 such assignment shall be in writing with a copy provided to the Union and the Labor Relations
12 Manager. Meal periods for such employees will be on paid time. The scheduling of meal periods
13 and breaks for affected employees will be based solely on management's judgment of the need
14 for supervision of clients or involvement in other continuous duty, or may be on an "as time is
15 available" basis. Continuous duty employees may not be relieved of duty during their work day,
16 and may have to take their meals and their breaks while supervising clients or attending to
17 other duties. Any meal periods or breaks may be interrupted or missed without additional
18 compensation.

19 **b. Temporary assignment**

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

24 **D. Clean Up Time**

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

31 **V. Flexible Work Schedules**

32 **A. Exceptions to the Requirements of This Article**

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

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

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

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

12 **1. Assessment of Alternative Schedule Options:**

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

16 **2. Review and Approval of Schedule Requests:**

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

29 **VI. Job Sharing**

30 **A.** The intent of a job share position is that two (2) employees voluntarily share the
31 duties and responsibilities of one full-time position in a single job profile. Employees may
32 request to share a position. Approval of job sharing is at the discretion of management. Each

1 employee in the job share position must sign a job share agreement outlining the terms of the
2 job share and be scheduled for forty (40) hours during two (2) work weeks.

3 **B. Leave and Holiday Pay**

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

6 **C. Job Share Vacancy**

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

11 D. If the position does not continue as a job share, and the remaining employee
12 does not assume the position full-time, then the remaining employee may elect to transfer to a
13 vacant position in the same job profile or to voluntarily demote to a vacant position for which
14 they are qualified. If the above conditions are not available or not acceptable, the employee
15 would be subject to layoff.

16 **VII. Telework Agreements**

17 **A.** The County encourages the use of telework in situations where it will be to the
18 mutual benefit of employees, the County, and the public. The County maintains a Personnel
19 Rule 3-65 regarding telework and with the exceptions described below, that Personnel Rule
20 shall control the terms related to teleworking.

21 **B.** Each telework assignment should be reviewed for costs and benefits, such as
22 the nature of the job, equipment requirements, and expected results. The telework assignment
23 should not create additional costs, risk or hardship to the County. As such, all employees
24 approved for telework shall be prepared to work from home when scheduled to do so.

25 **1.** In the event of a curtailment or closure of operations, employees on
26 previously agreed to hybrid and routine telework schedules, can be directed to telework
27 regardless of whether it was a date they were originally scheduled to be onsite. Such changes
28 will not be considered a change in "work location" and are therefore excluded from any
29 additional compensation and notice provisions. Notwithstanding this provision, the County
30 understands that employees may have extenuating circumstances such as power or internet
31 outages at home or an imminent evacuation order that precludes them from being able to
32 telework from home. In such situations, the County will treat the employee the same as an
33 employee not on a routine or hybrid telework agreement including direct an employee to work

1 at an open facility in the event of a partial closure or curtailment or alternatively, with supervisor
2 approval, employees may use leave accruals instead of working at another location.

3 **C.** The employee's supervisor will provide a written response to an employee's written
4 request for a telework agreement, including the reason(s) for a denial, within a reasonable
5 period of time. If an employee's telework agreement is rescinded, the supervisor will provide a
6 written explanation including the reasons why the agreement is being rescinded.

7 **D.** A telework assignment may be denied or rescinded due to business needs
8 and/or performance issues. Prior to rescinding a telework assignment due to performance, the
9 employee must have been given prior notice and opportunity to correct said performance issue.

10 **E.** Denials and rescissions of telework agreements may be appealed to the Department
11 Director. The approval of telework agreements shall be at the Director's sole discretion.

12 **VIII. Uniform Time Charging Provisions**

13 **A. Rounding Rule**

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

17 0 - 7 minutes rounds to 0 hours

18 8 - 15 minutes rounds to 1/4 hour

19 **B. Applications**

20 **1. Lateness:**

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

27 **2. Working over:**

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

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1 **3. Leaves:**

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

4 **4. Work day:**

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

7 **IX. County Closures and Curtailments**

8 **A. General**

9 1. All employees are expected to make every effort to attend work and serve
10 the public during inclement weather, natural disaster, or other types of community emergencies
11 unless released from reporting by their supervisor or other authorized management
12 representative. The County will provide notice to all current and prospective employees by
13 posting this prominently in job postings.

14 2. The County Chair, Chair's Chief-Of-Staff, Chief Operations Officer, or
15 other Chair designee may make countywide facility closure or operations curtailment decisions.
16 Those executives, and Department Directors and their designees, may make Department
17 facility closure or operations curtailment decisions.

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

23 **B. Inclement Weather, Natural Disasters, and Community Emergencies**

24 1. **Operationally Essential Employees**

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

30 b. The County shall annually provide a list of Local 88-represented
31 positions and/or job profiles from each Department that have been designated Essential by
32 October 1 each year; the County reserves the right to revise the list as necessary. The County

1 shall also provide description of the rationale or criteria for determining what positions or duties
2 are essential during inclement weather.

3 c. Essential employees may be directed to work remotely or in person
4 during a County closure or curtailment, based upon management discretion and operational
5 needs.

6 **2. Employees Not Designated Operationally Essential (“Non-
7 Essential”)**

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

13 b. An employee who is regularly scheduled to telework or otherwise
14 work remotely under a telework agreement is still expected to work their regularly scheduled
15 hours unless released from working by their supervisor.

16 c. Employees who were already scheduled for paid leave remain in
17 that leave status. An exception will be made by a Department where 1) an employee leaves
18 early due to impending inclement weather, and the County subsequently closes or curtails that
19 employee’s facility or program during the balance of their shift, or 2) the school district in which
20 an employee lives closes operations, the employee takes vacation leave, and the County
21 subsequently closes or curtails that employee’s facility or program during the balance of their
22 shift. In each of these instances, the employee will be credited administrative leave for the shift
23 time that was closed or curtailed.

24 d. If an employee’s site and operations are open, and the employee is
25 unable to report to work due to the weather conditions, the employee must use unpaid leave,
26 compensatory time off, personal or saved holiday, or vacation, or may request to telework or
27 flex of their schedule from their supervisor.

28 **C. Long Term Closures or Curtailments (>48 Hours):**

29 If inclement weather, natural disaster, or other types of community
30 emergencies results in facility closures or operations curtailment cumulatively of four (4) days
31 of disrupted operations in a seven (7) day period, or lasting two (2) consecutive days or more,
32 or occurs on a date and time that would disrupt a critical County function that must be executed
33 during the time frame of the closure/operations curtailment, the County may notify specific

1 employees and the Union that they will need to report to work. All provisions of Art. 13.IX. above
2 shall remain in effect.

3 **D. Hardship Requests during Natural Disasters and Community**
4 **Emergencies**

5 The County recognizes the scope and intensity of potential natural disasters and
6 community emergencies that could be experienced by County employees. While employees
7 are expected to make reasonable efforts to perform the duties of their job during an emergency,
8 the County will also make reasonable efforts to accommodate impacted employee requests for
9 leave or alternative places to work during such emergencies.

ARTICLE 14
COMPENSATION

I. Wage Adjustments

A. July 1, 2022

Effective July 1, 2022 the rates and ranges of employees covered by this Agreement shall be increased five percent (5%).

Additionally, effective upon ratification of this contract, regular status and limited duration employees covered by this agreement as of ratification, will receive a one-time payment of 2% of base wages, but no less than \$2,500, prorated by FTE (as of date of ratification). This one-time payment is to address current job market conditions and employee retention.

B. July 1, 2023

Effective July 1, 2023 the rates and ranges of employees covered by this Agreement shall be increased by five percent (5%).

Additionally, on July 1, 2023, regular status and limited duration employees covered by this agreement, will receive a one-time payment of 1% of base wages, but no less than \$2,000, prorated by FTE (as of July 1, 2023). This one-time payment is to address current job market conditions and employee retention.

C. July 1, 2024

Effective July 1, 2024, the rates and ranges of employees covered by this Agreement shall be increased by an amount equal to the percentage increase in the West Size Class A Consumer Price Index for Urban Wage Earners and Clerical Workers between January of 2023 and January of 2024 with a minimum of one percent (1%) to a maximum of four percent (4%).

D. Market Adjustments for Selected Job Profiles

The County and the Union agree to review market data and negotiate compensation for selected job profiles every two (2) years. As a one-time only exception, the County will add an additional market adjustment review during the 2022-2025 CBA, this exception is non-precedent setting. The additional market adjustment review may result in possible market adjustments for selected job profiles each year of this CBA term (July 1st, 2023, July 1st, 2024, and July 1, 2025). Market adjustment reviews will be completed, using the process outlined below:

1 **1.** The parties shall each appoint a negotiating team of up to five (5)
2 representatives no later than April 1 of each even-numbered year. No later than July 1, the
3 teams shall agree to a list of job profiles to be reviewed for possible market adjustments. The
4 parties will review a minimum of ten (10) job profiles and a maximum of thirty (30) job profiles,
5 provided that the number of employees covered by the selected job profiles shall not exceed
6 fifteen percent (15%) of the total number of regular employees in the bargaining unit. Any job
7 profiles agreed to which are part of a series shall include all job profiles in the series and each
8 job profile within the series shall count towards the total number of job profiles to be reviewed.

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

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

23 **4.** Between October 1 of each even-numbered year and February 15 of the
24 following odd-numbered year, the Union and Management will conduct separate wage surveys
25 of the job profiles identified. Wage surveys shall be conducted by comparing wage midpoints
26 of the agreed upon job profiles with other jurisdictions' job profiles' wage midpoints. Job profiles
27 will be deemed "comparable" when the focus and purpose of work are similar in nature;
28 minimum qualifications require similar education, training and experience; and the majority of
29 duties are similar to the duties described in the selected job profiles. Wage comparisons will
30 be made with the same or other comparable job profiles of employers/jurisdictions in
31 comparable communities. "Comparable" is generally limited to public sector jurisdictions within
32 the Pacific Northwest region, but may also include other public sector jurisdictions in
33 comparable communities outside the region. Any comparables from jurisdictions outside the

1 Portland metropolitan area shall be adjusted for differences in cost of labor, using accepted
2 compensation tools or practices. Any cost of living adjustments in comparable jurisdictions that
3 are effective on or after January 1 of each odd-numbered year shall not be factored into the
4 wage rates.

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

8 **6. Negotiated Wage Changes**

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

11 **b. Wage Increases**

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

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

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

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

30 **E. Reopener Provisions for Market Adjustments**

31 It is the intent of the parties to negotiate market adjustments for selected job
32 profiles every two (2) years, with negotiations to begin no later than March 1 of each odd-
33 numbered year. Any agreed upon wage adjustments shall be effective on July 1 of that odd-

1 numbered year. In any such odd-numbered year in which contract negotiations would not
2 otherwise be open, the parties agree to a limited wage reopener for the purpose of determining
3 market adjustments for selected job profiles using the process outlined above.

4 **F. Funding and Amount of Increase**

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

7 **G. Compensation Plan**

8 1. The compensation plan for Local 88 job profiles utilizes eight (8) steps,
9 with a difference of three percent (3%) between each step in a pay grade, and a difference of
10 three percent (3%) between each pay grade. This is commonly referred to as the "3X3" Comp
11 Plan. Cost of Living Adjustments (COLAs) shall be implemented by adjusting each step in each
12 pay grade by the agreed upon COLA percentage or minimum hourly rate increase. If the result
13 of applying the COLA for any step(s) in the pay plan yields a result that does not align with the
14 3X3 plan, then, subject to the mutual agreement of the parties, an additional adjustment may
15 be made to maintain the uniformity and integrity of the 3X3 plan.

16 2. Notwithstanding the Compensation Plan structure described above,
17 effective July 1, 2022, no bargaining unit members shall be paid at a rate of less than Twenty
18 Dollars per hour (\$20.00/hr). Bargaining unit members shall be maintained on the range and
19 step corresponding to their respective job profile and scheduled step advancement, and
20 minimum pay rates manually applied to the Compensation Plan schedule on an annual basis.

21 **II. Pay Periods**

22 Employees shall be paid on a twice a month basis. The pay periods shall be the first
23 (1st) through the fifteenth (15th) of each month and the sixteenth (16th) through the end of
24 each month. Employees will be paid on the fifteenth (15th) of each month for hours worked
25 during the second pay period of the preceding month, and on the last business day of each
26 month for hours worked during the first pay period of that month; provided, however, that if
27 either date falls on a Saturday, Sunday, or Holiday, the pay date will be the preceding business
28 day.

29 **III. Work Outside of Regularly Scheduled Hours/Days**

30 **A. Reporting to Work after Hours/Scheduled Day Off**

31 From time to time, it may be necessary to have employees work outside their
32 regularly scheduled working hours or on a scheduled day off. In order to be respectful of an
33 employee's schedules and activities outside of work, and to keep County costs down, every

1 effort will be made to (a) give as much advance written notice as possible, (b) limit the
 2 employee's uncompensated break between the end of employee's shift and the callback
 3 assignment or between the callback assignment and the beginning of the employee's shift by
 4 scheduling as close to their regularly scheduled shifts as possible, and (c) allow for a
 5 continuous break of ten (10) or more hours between the end of one shift and the beginning of
 6 the next shift. None of the provisions in this section shall violate the provisions of "Article 14.IV"
 7 as they apply to part-time employees.

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

9 **a. Minimum Compensation**

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

19 **b. Start of Period and Immediate Callback**

20 If all of these conditions apply: (a) the employee's regularly
 21 scheduled shift has already ended and (b) they are required to report back to work immediately
 22 (as soon as they can get there) and (c) they report to the work location within one (1) hour, the
 23 four (4) hour minimum period commences with the acceptance of the assignment and ends
 24 four (4) hours later; otherwise the four (4) hour minimum period commences at the time of
 25 reporting to the work location. (For example, if an employee's regularly scheduled shift ends at
 26 five (5:00) p.m. and they are contacted at midnight (12:00) a.m. that night and required to report
 27 back to work immediately and they report to the work location within the hour—before one
 28 (1:00) a.m.—the four (4) hour minimum period commences at midnight—with the acceptance
 29 of the assignment. If an employee's regularly scheduled shift ends at five (5:00) p.m. and they
 30 are required to report back to work the next morning at six (6:00) a.m., then the four (4) hour
 31 minimum period commences at six (6:00) a.m.—at the time of reporting to the work location).

32 **2. "Schedule Change" or "Mandatory Meeting" - Greater Than or Equal**
 33 **to Twenty-four (24) Hours Advance Written Notice**

1 **a. Compensation**

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

9 **b. Length of Break between Shifts**

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

13 **1.** allow the employee to flex the beginning time of their
14 regularly scheduled shift to allow for a ten (10) hour break, County needs permitting; or

15 **2.** compensate the employee at their regular scheduled rate of
16 pay for the difference between ten (10) hours and the actual hours they are off between the
17 end of work and the start of their shift. For example, if an employee’s regular shift normally
18 ends at ten (10:00) p.m., works until midnight (12:00 a.m.) and then is scheduled to begin work
19 at eight (8:00) a.m., the break is only eight (8) hours, they would be compensated for an
20 additional two (2) hours.

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

24 **B. Receiving Work Telephone Calls at Home**

25 Any employee who is called at home or a location other than their job site for
26 work related business during their off-duty time, and is not required to report to a work site,
27 shall receive one (1) hour pay at the appropriate rate according to the provision of Section IV
28 below. Multiple calls with less than twenty (20) minutes between the end of the first (1st) and
29 beginning of the second (2nd) (or more) calls will be considered one (1) call. This provision
30 does not apply to telephone calls regarding work scheduling, messages left on voicemail or
31 answering machines and/or worksite directions.

1 **C. Off-Duty Work at Home**

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

5 **D. Cancelled Court Appearance on Day Off**

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

12 **IV. Overtime**

13 **A. Overtime**

14 Employees will be compensated at the rate of one and one half (1 ½) times their
15 regular hourly rate of pay in the following circumstances:

- 16 1. In excess of eight (8) hours in any work day for a five (5)-day, forty (40)-
17 hour a week employee; or
18 2. In excess of ten (10) hours in any work day for a four (4) day, forty (40)-
19 hour a week employee; or
20 3. In excess of forty (40) hours in any FLSA work week.

21 **B. Double Time**

22 1. All work performed beyond regular overtime on a full-time employee's
23 scheduled second (2nd) or third (3rd), or fourth (4th) day of rest will be paid at the rate of two (2)
24 times the employee's regular rate of pay, provided that an employee who has refused to work
25 a full shift on the employee's first (1st) scheduled day of rest will be paid at the rate of one-and-
26 one-half (1 ½) times their normal rate.

27 2. The first (1st) day of rest shall be the employee's first (1st) day off following
28 their final continuous day of rest. For example:

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

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

4 **3.** Effective January 1, 2023 the second (2nd), third (3rd) and fourth (4th) day
5 of rest shall be calculated on the basis from the first day of the Fair Labor Standards Act (FLSA)
6 work week. For example:

7 **a.** An employee on a Monday through Sunday FLSA work week who
8 has three (3) continuous days of rest from Saturday through Monday, then Monday would be
9 their first day of rest, and Saturday and Sunday will be their second (2nd) and third (3rd) days of
10 rest.

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

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

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

25 **C. Overtime Administration**

26 **1. Computation of overtime - holidays and leaves:**

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

29 **2. Premium Pay in the Computation of Pay Rates:**

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

1 **3. Equal distribution of overtime work:**

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

8 **4. No discrimination:**

9 There shall be no adverse actions taken or discrimination against any
10 employee who declines to work overtime. Overtime work shall normally be voluntary except in
11 cases where the County Chair or designee, Department Director, Sheriff, or District Attorney
12 has notified impacted employees that they believe the public health, safety and welfare, or
13 critical public interest may be at risk.

14 **5. Discipline for unauthorized overtime:**

15 Employees working unauthorized overtime may be subject to discipline.

16 **6. No suspending work to avoid overtime:**

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

19 **7. Compensatory time:**

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

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

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

28 **c.** In the event the employee terminates for any reason, accrued
29 compensatory time shall be paid off in cash to the employee or their heirs.

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

1 **V. Shift Differential**

2 **A. Payment of Shift Premiums**

3 **1. Hours and amounts:**

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

8 **a. Swing shift premium**

9 An hourly premium of one dollar (\$1.00) to employees for all hours
10 worked on shifts beginning between the hours of twelve noon (12:00 p.m.) and six-fifty-nine
11 (6:59) p.m.; or

12 **b. Graveyard shift premium**

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

17 **c. Relief shift premium**

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

20 **2. Definition of relief shift:**

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

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

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

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

1 shift employees shall also receive Graveyard Differential for all hours worked that fall outside
2 of their regular shift in the window of Graveyard shift.

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

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

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

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

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

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

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

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

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

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

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

2 **1. Inclusion in overtime rate:**

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

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

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

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

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

11 **VI. Auto Allowance and Compensation**

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

13 **VII. Deferred Compensation Plan**

14 Subject to applicable federal regulations, the County agrees to provide a deferred
15 compensation plan that provides for payment at a future date for services currently rendered
16 by the eligible employee. Each new initial trial service/ regular and Limited Duration employee
17 will be automatically enrolled in the County's Deferred Compensation program, at the rate of
18 one percent (1%) of their pre-tax wages, unless the employee chooses to opt out. Specific
19 terms and conditions of the deferred compensation program are controlled by the plan
20 document.

21 **VIII. Overpayments and Payments in Violation of Contract**

22 Any employee receiving unauthorized payments has the obligation to call such error to
23 the attention of their supervisor.

24 **A. Unauthorized Overpayments**

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

30 **B. Payments in Error**

31 When an employee receives payments due to a clerical, technical, or computer
32 error, through no fault of the employee and where the employee did not and could not
33 reasonably have known that the error occurred, the employee will only be liable for and the

1 County shall only recover the overpayment for a period of one-hundred and eighty (180) days
2 preceding the date of discovery of the error.

3 **C. Repayment to the County**

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

7 **D. Repayment to the Employee**

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

11 **IX. On-Call Pay**

12 **A. Voluntary On-Call**

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

17 **B. Involuntary On-Call (Standby Pay)**

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

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

26 **3.** No employee is eligible for any premium pay compensation while on on-
27 call duty except as expressly stated in this article. On-call duty time shall not be counted as
28 time worked in the computation of overtime hours. An employee shall not be on on-call duty
29 once they actually commence performing assigned duties and receive the appropriate rate of
30 pay for time worked.

31 **X. Waiver of State Overtime Requirements**

32 To the extent allowable by law, the provisions of this Article and other provisions of this
33 Agreement constitute an express waiver of ORS 653.268as provided by ORS653.269.

1 **XI. Bilingual Pay**

2 **A.** A differential of four percent (4%) over base rate will be paid to employees who
3 have been directed to translate to and from English to another language (including the use of
4 sign language). Direction to translate may come in the form of:

5 **1.** A language KSA has been assigned for the position.

6 **2.** An employee has received direction from management to translate on a
7 routine basis.

8 **3.** Because of their assigned duties, an employee is routinely translating in
9 the course of their employment with the County.

10 In all the above circumstances, bilingual pay premium shall be paid on all hours
11 worked.

12 **B.** Bilingual pay will be paid on an *ad hoc* basis where an employee is translating
13 but not on a routine basis. In such cases the premium will be paid on all hours worked
14 conducting translation.

15 **C.** The County retains the right to set fluency requirements or standards under this
16 Section as long as those requirements are being applied evenly to other employees.

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

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

23 **XIII. Operationally Essential Assignment Compensation**

24 **A.** Employees in positions that have been designated as Operationally Essential
25 Assignments shall receive two (2) saved holidays, at the number of hours described in Article
26 7.1.B., on October 16 of each year. An employee who transfers into an Inclement Weather
27 Essential Assignment after October 16 but before January 1 of the same fiscal year will receive
28 two (2) saved holidays effective to the date of their transfer.

29 **1.** An employee who transfers into an Operationally Essential Assignment on
30 or after January 1 but before March 15 of the same fiscal year will receive one (1) saved holiday
31 effective to the date of their transfer. An employee who transfers into an Operationally Essential
32 Assignment after March 15 will receive no saved holidays for the fiscal year.

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

5 **B.** An employee that is not designated as operationally essential but, but who is
6 directed to report to work (or ad hoc telework if not on a hybrid or routine telework schedule)
7 under Article 13.IX. shall be paid an hourly premium of twenty percent (20%) of base pay for
8 all hours worked during a full County curtailment or closure of non-essential services.

9 **C.** Effective July 1, 2023, Operationally Essential employees will no longer receive
10 saved holidays as compensation but shall instead receive the hourly premium of twenty percent
11 (20%) for all hours worked during a full County curtailment or closure of non-essential services.

12 **XIV. Maintenance of Mandatory Licenses/Certifications**

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

ARTICLE 15
JOB PROFILES AND PAY RANGES

I. Wage Schedule

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

II. Step Placement and Anniversary Dates

A. New Employees and Rehires

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

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

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

B. Step Increases

A regular status, trial service status, or limited duration appointment status employee not at the maximum of their pay range shall receive an anniversary step increase upon the completion of one year of service within the job profile at the current step. Service within the job profile is measured in accordance with Article 21.

C. Promotion

1. Definition:

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

1 **2. Pay adjustments upon promotion:**

2 **a.** The base pay of a newly promoted employee will be at least one
3 step higher than their base pay in the lower job profile, unless such an increase puts them
4 beyond the top of the higher range.

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

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

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

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

17 **f.** The rate of pay upon promotion for employees who have received
18 bilingual pay or cultural competency pay continuously for a year or more immediately prior to
19 the promotion will be calculated as if those premiums were part of the base rate.

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

27 **3. Anniversary date upon promotion:**

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

31 **4. Failure to complete Promotional Trial Service:**

32 **a.** When a regular employee is promoted and does not complete the
33 Promotional Trial Service period for that job profile, they shall be reinstated to a position in the

1 job profile and department from which the employee was promoted. Reference to Promotional
 2 Trial Service period in this section applies to any Local 88 or non-Local 88 Promotional Trial
 3 Service period in Multnomah County. Employees who do not complete Promotional Trial
 4 Service period within the first six (6) months, in a Local 88 position and return within the Trial
 5 Service period to their previous position shall treat such time in the higher job profile as seniority
 6 accrual in the lower class. Employees who do not successfully complete Promotional Trial
 7 Service period in a non-Local 88 bargaining unit position shall have their time count towards
 8 their total length of continuous service within the County.

9 **b.** The employee will be placed at the same step in the old range that
 10 they would have been on but for the promotion.

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

13 **D. Demotion**

14 **1. Definition:**

15 A demotion is the voluntary or involuntary movement of an employee from
 16 a position in a higher job profile who has attained regular status in that position, to a position in
 17 a lower job profile having a lower maximum pay rate. Reinstatement to a previously held
 18 position after failure to complete the trial service is not a demotion.

19 **2. Pay adjustments upon demotion:**

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

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

26 **3. Anniversary dates upon demotion:**

27 A demoted employee's anniversary date for wage increases will remain
 28 the employee's current anniversary date.

29 **E. Transfer**

30 **1. Definition:**

31 A transfer, for purposes of payroll administration, is an appointment to
 32 another position within the job profile held, or to a position in another job profile with the same

1 top step. The same rules for step placement and establishing anniversary dates apply whether
2 the transfer occurs within the bargaining unit or from outside the unit.

3 **2. Pay adjustments upon transfer:**

4 **a.** If an employee transfers to another position in the same job profile,
5 or to another job profile with the same pay range and steps, there will be no change in the
6 employee's rate of pay.

7 **b.** If an employee transfers to another job profile with the same top
8 step, but with different lower steps, the employee will be paid at the step in the new range which
9 is nearest to their former rate without causing a reduction in pay.

10 **3. Anniversary dates upon transfer:**

11 The employee's anniversary date will remain unchanged.

12 **F. Reclassification**

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

15 **G. Reinstatement**

16 **1. Step placement upon reinstatement:**

17 **a.** If an employee is recalled from a recall list, after voluntary demotion
18 (with no change in step anniversary date), or after a leave of absence, the employee will be
19 placed at the same step they were on when they left the job profile.

20 **b.** A former County employee who is not on a recall list may also be
21 reinstated at the discretion of the Human Resources Manager or designee. If reinstated to the
22 job profile most recently held, the employee will be placed at the same step they were on when
23 they left the job profile.

24 **2. Anniversary dates upon reinstatement:**

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

28 **3. Trial Service Period:**

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

1 **b.** If an employee who has previously attained regular status is
 2 reinstated to a different department, the employee may be required to serve a sixty (60) day
 3 Trial Service period by mutual agreement of both parties. Employees who have been recalled,
 4 although not subject to an additional Trial Service period, are subject to the provisions of Article
 5 21, "Section V.A.(Recall)".

6 **H. Special Pay Adjustments**

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

17 **I.** When setting pay, the County will conduct a pay equity analysis in accordance
 18 with Oregon law. If an employee requests a higher salary and is denied, the County will provide
 19 written justification for the decision upon request. The parties agree that the Collective
 20 Bargaining Agreement does not prevent the County from placing a new hire employee or
 21 promoted employee at a higher step as long as it is consistent with Oregon Law.

22 **III. Temporary Work in a Higher Job Profile**

23 **A. Work Out of Class**

24 **1. Definition:**

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

31 **2. Compensation for work out of class:**

32 An employee working out of class will be compensated according to the
 33 promotional policy above. (See "Section II.C") Note that if the employee's pay range and the

1 higher range overlap, the policy provides for an increase of approximately one step; if the
 2 ranges do not overlap, the policy generally provides for an increase to the first step of the higher
 3 range.

4 **3. Paid leave and work out of class:**

5 **a.** When an employee works in a higher job profile during all hours
 6 worked in an FLSA work week or longer period of time, the employee will be paid the out of
 7 class rate for all hours in pay status on days in which the employee was on leave for less than
 8 half ($\frac{1}{2}$) a shift.

9 **b.** An employee using leave while working out of class will be paid at
 10 their regular rate of pay for all hours in pay status on days in which they worked half ($\frac{1}{2}$) or less
 11 of their scheduled hours.

12 **B. Temporary Appointments**

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

20 **1. Appointment to a higher job profile in the bargaining unit:**

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

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

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

28 **c.** The employee has the right to return to their regular position at the
 29 end of the appointment without loss of seniority.

30 **2. Appointment to a non-bargaining unit job profile:**

31 **a.** When the appointment is to a non-bargaining unit job profile, written
 32 verification of the temporary appointment will be provided to the employee and placed in the
 33 employee's personnel file.

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

3 **c.** The following provisions will also apply to employee salary
4 increases in the temporary appointment if the increase does not exceed the maximum of the
5 pay range in the temporary appointment job profile:

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

8 **ii.** The employee shall receive a three percent (3%) increase in
9 pay on the employee's anniversary date for their base job profile to recognize the step increase
10 the employee would have received if they were not in the temporary appointment.

11 **d.** While in the temporary appointment:

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

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

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

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

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

25 **IV. Reclassification**

26 **A. Definition**

27 A reclassification review is an analysis of an employee's duties and
28 responsibilities to determine whether the employee is in the correct job profile. Individual
29 employees or management may initiate a re review by completing a request form and
30 submitting it to Central Human Resources. Central Human Resources may also initiate studies
31 of positions or groups of positions.

B. Procedure

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

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

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

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

8 **5.** Wage increases resulting from an upward reclassification will be effective
9 retroactively to the date of the reclassification request. However, the Human Resources
10 Manager or their designee may authorize retroactivity up to six (6) months prior to the
11 date completed and updated position description for submission in Workday is sent to their
12 department human resources with a request for reclassification. Employees are also
13 encouraged to notify their manager of their request for reclassification. Incomplete position
14 descriptions will not count.

15 **6.** If an employee's position is reclassified to a new or higher job profile, a
16 Bilingual or Cultural Competency KSA that was attached to the lower job profile will remain with
17 the position unless the County gives notice of the KSA removal to the employee and Union.

C. Resolution of Reclassification Disputes

18 **1.** The outcome of a reclassification request may be appealed under Article
19 18 at Step 3 of the grievance procedure within thirty (30) days of the date on which notice of
20 the decision from Central Human Resources is received.

21 **2.** If the grievance is advanced to Step 4, the arbitrator will fashion their
22 award within the following parameters:

23 **a.** The arbitrator shall be limited to deciding if the employee's principal
24 duties fall within the job profile to which their position is allocated by the County;

25 **b.** If the arbitrator determines that the position is improperly allocated,
26 the arbitrator shall direct the County to allocate the position to another existing job profile. If no
27 appropriate job profile exists, the arbitrator shall direct the County to establish such a job profile;

28 **c.** The arbitrator shall have no authority to modify a job profile or
29 establish a new job profile.
30
31

1 **V. Pay Adjustments**

2 **A.** If an employee's rate of pay is below the minimum for a new salary range, their
3 pay will be raised to the minimum rate.

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

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

11 **D.** When an employee is reclassified, their anniversary date for a wage increase will
12 not be changed.

13 **VI. Establishing Wage Rates for New Job Profiles**

14 **A. Method of Determining Wage Rates**

15 Wage rates for new and substantially revised job profiles will be established by
16 Central Human Resources in the following manner:

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

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

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

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

29 **B. Resolution of Disputes Concerning Wage Ranges Assigned to New Job**
30 **Profiles**

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

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

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

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

8 **VII. Market Adjustments**

9 The Central Human Resources Manager, or their designee for job profile and
10 compensation administration, may notify the Union in writing that market based adjustments to
11 the rates and ranges of certain job profiles are warranted. Such adjustments may be
12 implemented upon written approval of the Union.

13 **VIII. Qualified Arbitrator**

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

ARTICLE 16**PENSIONS****I. PERS Membership**

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

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

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

III. PERS Pick-Up

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

IV. OPSRP Employer Pick-Up

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

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

3 **V. Pension Stability Account Diversion Replacement**

4 **A.** If any contributions made under Section III. and IV. of this Article are credited to
5 the employee pension stability accounts under ORS 238A.330, the County shall upon
6 discovery or notification from PERB in turn notify each affected employee of their right to make
7 additional contributions to the individual account program in the amount credited to the
8 employee pension stability account.

9 **B.** If an employee elects to make an additional contribution, the County shall certify
10 to the employee that the contribution has been remitted to the PERB for that Board to credit
11 the employee's contribution to the account established for them under ORS 2328A.350(2).

12 **VI. Retiree Medical Insurance**

13 **A. Definitions**

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

18 **B. Right to Participate**

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

23 **C. Choice of Plan**

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

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1 **D. Retiree Responsibilities**

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

5 **E. Eligibility for County Payment of One Half of Premium**

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

8 **1. Payment at Fifty-eight (58):**

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

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

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

17 **2. Payment at Fifty-five (55) or earlier:**

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

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

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

30 **F. Eligibility for Medicare**

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

1 **G. Part-Time Pro-rating**

2 Half-time service shall be pro-rated as half for purposes of the service
3 requirements under "Subsection E" of this section. (For example, half-time service for two (2)
4 months would equal one (1) month toward the applicable service requirement.). Three-quarter-
5 time service shall be pro-rated as three-quarters for purposes of the service requirements under
6 "Subsection E" of this section. (For example, three-quarter-time service for four (4) months
7 would equal three (3) months toward the applicable service requirement.).

8 **H. Requirement to Continuously Participate**

9 1. In addition to the other requirements of this section, continued medical
10 plan participation or benefit of County contributions is conditioned on the retiree's continuous
11 participation in a County sponsored medical and/or dental insurance plan from the time of
12 retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e., fifty
13 percent (50%) or one hundred percent (100%) as applicable) of the monthly premium. Except
14 as described below in subsection 2. Failure to continuously participate or make timely and
15 sufficient payment of the applicable retiree portion of the monthly premium shall terminate the
16 retiree's rights under this section.

17 2. A retiree who retires on or after ratification of this Agreement will be
18 allowed to leave County coverage, and then opt back on to a County plan, as a one-time
19 opportunity. To receive this benefit, however, the retiree must demonstrate continuous
20 coverage under a plan that meets the minimum value requirements set forth under the
21 Affordable Care Act (ACA), e.g., an employer-sponsored group medical plan. The retiree
22 must enroll within sixty (60) calendar days of loss of coverage under the non-County group
23 medical plan. The effective date of coverage will be the first day of the month on or after
24 receipt of all enrollment forms.

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

30 **I. State and Federal Tax Offset**

31 In the event County medical insurance premium payments on behalf of retirees
32 or their dependents are made subject to state or federal taxation, any additional costs to the

1 County shall be directly offset against such payments required under this section. (For
2 example, if the effect on the County of the additional tax is to increase the County's outlay by
3 an amount equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's
4 contribution shall be reduced to forty percent (40%) of premium so that net County costs will
5 remain unchanged.)

ARTICLE 17
DISCIPLINARY ACTION

I. Forms of Discipline for Cause and Notice Requirements

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

II. Definition of Cause

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

B. Job Abandonment

If an employee fails to report or communicate their absence to the County for seven (7) calendar days, the County shall send a certified letter to the employee's address of record and personal email if known notifying them that they will be deemed voluntarily terminated if they do not contact their supervisor and report to work within seven (7) calendar days from the date of the letter. However, if an employee provides evidence that they were unable to contact the County due to medical reasons or other good cause, the County shall rescind the employee's resignation. Nothing in this section is intended to prohibit application of disciplinary action in cases of absence without approval.

III. Appeal Rights

A. Written Reprimand

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

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

Any regular, non-initial trial service employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to formally grieve within thirty (30) days of receipt of the letter imposing disciplinary action. The employee shall submit the grievance to the supervisor or manager who imposed the discipline. For example, if the discipline was imposed by a department director, the matter would be submitted directly to the department director at Step 2.

1 **C. Other**

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

5 **IV. Manner of Accomplishing Reprimands**

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

9 **V. No Abridgement of Rights**

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

ARTICLE 18
SETTLEMENT OF DISPUTES

I. Purpose

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

II. Filing a Grievance

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

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

1. Name of the grievant(s)

2. The date of filing

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

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

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

6. A description of remedy sought

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

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

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

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

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

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

15 **D.** Grievances will be filed at Step 1 of the grievance procedure (see "Subsection 3"
16 below) with the following exceptions:

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

18 **2.** Disciplinary grievances will be filed with the manager or supervisor who
19 imposed the discipline. If they are the department director, the grievance will be filed at Step 2.

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

21 **a.** Grievances regarding the calculation of seniority per Article 21,
22 Seniority and Layoff, "Section VII.B.1".

23 **b.** Grievances regarding reclassifications per Article 15, Job Profiles
24 and Pay Ranges, "Section IV.C".

25 **c.** Grievances regarding changes in existing conditions per Article 24,
26 General Provisions, "Section IV.C";

27 **d.** Grievances regarding work rules per Article 24, General Provisions,
28 "Section III.D".

29 **III. The Steps of the Grievance Procedure**

30 **A. Step 1. The Immediate Supervisor**

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

1 department, will respond in writing to the grievant or the employee's Union representative within
2 thirty (30) days of receipt.

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

9 **B. Step 2. The Department Director**

10 Grievances submitted at Step 2 and grievances unresolved at Step 1 may be
11 presented by the grievant or the employee's Union representative to the department director
12 or their designee. Unresolved grievances must be submitted within thirty (30) days after the
13 response is due at Step 1. The department director will respond in writing to the grievant or the
14 employee's Union representative within thirty (30) days of receipt.

15 **C. Step 3. Labor Relations**

16 Grievances submitted at Step 3 and grievances unresolved at Step 2 may be
17 presented by the grievant or the employee's Union representative to the Labor Relations
18 Manager or their designee. Unresolved grievances must be submitted within thirty (30) days
19 after the response is due at Step 2. Labor Relations will respond in writing to the grievant or
20 the employee's Union representative within thirty (30) days of receipt.

21 **D. Step 4. Arbitration**

22 **1.** If the grievance has not been answered or resolved at Step 3, the Union
23 may, within thirty (30) days after the expiration of the time limit specified in Step 3, request
24 arbitration by written notice to the County.

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

32 **3.** The Union and the County agree that no less than five (5) days prior to
33 any scheduled arbitration hearing, they will mutually exchange copies of all exhibits and names

1 of witnesses intended to be offered at the hearing, except the work product of any attorney or
2 authorized representative involved.

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

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

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

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

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

27 **E. Content of Grievances and Responses**

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

1 **IV. Representation of Employees**

2 **A. The Union as Exclusive Representative**

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

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

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

14 **B. Stewards**

15 **1. Definition and designation:**

16 Employees selected by the Union as employee representatives shall be
17 known as "Stewards". The names of the Stewards and the names of other union officers and
18 Staff Representatives, who may represent employees, shall be certified in writing to the County
19 by the Union. A steward's role includes but is not limited to; attending investigatory meetings,
20 grievances, (investigating and presenting) and providing a new employee orientation to the
21 Union.

22 **2. Processing of grievances by Stewards:**

23 a. Upon notification to the grievant's supervisor of the name of the
24 grievant and the tentative cause of the grievance, or the name of the subject of a disciplinary
25 investigatory interview, a Steward(s) responsible for the grievant's work area may investigate
26 and process grievance(s) at the work site during working hours without loss of pay, or in the
27 case of an investigatory interview, participate in such interview without loss of pay. All efforts
28 will be made to avoid disruptions and interruptions of work.

29 b. Employees meeting with their Steward to process a grievance will
30 also be permitted to do so without loss of pay during working hours.

31 c. A Steward may not process a grievance in any other work area than
32 the one to which they are assigned by the Union unless mutually agreed by the Department
33 and the Union.

1 **3. Lead Stewards:**

2 A lead steward's role includes but is not limited to; All the duties of a
3 steward and attendance at countywide ERC meetings and other responsibilities as identified
4 by PECBA or mutually agreed to by the County and the Union.

5 **4. Notification:**

6 The Union will designate its Steward structure and notify the County on a
7 quarterly basis. The Union shall immediately notify the County of the names of Steward and
8 Lead Steward appointments upon their selection.

9 **V. Unfair Labor Practices**

10 If the County or the Union intends to file an unfair labor practice charge against the other
11 party, it shall give that party advance written notice of such intent and a reasonable opportunity
12 to meet to discuss the basis of such charge and possible resolution prior to the filing of the
13 charge, unless the delay needed for such a discussion would cause prejudice to the claim; in
14 the latter event, the notice and meeting is not excused, but may occur after the filing of the
15 charge.

ARTICLE 19**MODIFICATION OF WORK PERFORMED BY THE BARGAINING UNIT:
CONTRACTING, INTERGOVERNMENTAL AGREEMENTS, AND USE OF VOLUNTEERS****I. Contracting****A. Limitations on Contracting**

The County may contract or subcontract out work performed by employees in this bargaining unit regardless of impact on employees, including but not limited to layoff. In any instance in which such contracting or subcontracting would result in layoff, however, and the County is unable to find suitable or comparable alternative employment for the employees, this contracting or subcontracting will occur only if it was anticipated and considered as a part of the budgeting process and the Union Council Representative and/or President has been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual budget, referred to as the "Adopted Budget", or formal Board consideration of budget modifications.

B. Meeting with the Union**1. Layoffs:**

The County agrees to meet with the Union to discuss the effect of proposed contracting out or subcontracting which would result in layoff prior to the presentation of the proposal to the Board for adoption. The County further agrees to meet with the Union, at its request, to explore the alternative of work force reduction by attrition.

2. Contract Reviews:

Parties agree to meet during the term of this agreement for the purpose of reviewing work that is contracted out, such as custodial work and the feasibility of such work being performed by bargaining unit employees.

3. Contracting In:

The County and the Union also agree to allow the Union the opportunity to bid on work which is being considered for contracting out in accordance with a procedure that is mutually agreed upon by the County and the Union.

C. No Interference with Contract

Any contracting out of bargaining unit work under the terms of this article shall be bound exclusively by the exercise of the discretion of the Board of County Commissioners, and any appropriate elected executive, subject only to the limitations of this article and laws in effect

1 at the time of execution of this Agreement, including but not limited to ORS 279B.030 to
2 279B.040. This exercise of discretion shall specifically not be bound by the requirements of
3 any Initiative Petition, or law promulgated thereto, which becomes effective subsequent to the
4 execution of this Agreement.

5 **II. Intergovernmental Agreements**

6 The County agrees to notify the Local 88 Council Representative and/or President when
7 an Intergovernmental agreement which would affect the transfer of employees to or from the
8 County is placed on the Board agenda. The County also agrees to provide the Union with a
9 specific plan and its probable impact relative to Intergovernmental Agreements involving
10 employee transfer, when such Agreements are anticipated, at least thirty (30) days prior to
11 formal Board consideration of budget modifications or the Board's adoption of the annual
12 budget related to such a transfer.

13 **III. Rights and Benefits of Employees Involved in Consolidation, Merger, and**
14 **Acquisition of Positions**

15 **A.** The County and the Union recognize the provisions of ORS 236.610 through
16 236.650 in the event an employee of the County is transferred to another public employer as
17 defined under ORS 236.610(2) for reason of merger, consolidation or cooperation agreement.

18 **B.** All employees acquired by the County as a result of merger, consolidation,
19 cooperation agreement, or acquisition of a facility, shall be entitled to all rights and benefits
20 granted employees under this Agreement and ORS 236.610 through 236.650.

21 **IV. Volunteers**

22 The County shall have the right to use volunteers at any time for any purpose. If a
23 volunteer program is instituted which the Union reasonably believes may lead to employee
24 layoffs, the County shall at the Union request meet and confer concerning alternatives which
25 would eliminate or mitigate adverse impact on employees.

ARTICLE 20**WORKLOAD AND STANDARDS, TRAINING, PERFORMANCE
EVALUATION, AND ORGANIZATIONAL EXCELLENCE****I. Workloads and Standards**

A. It is the County's right to establish the workload for employees. In addressing the assigned workload, the employee's supervisor may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be posted or individually stated to each affected employee, in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards, in advance of the work period in question.

B. When changes in functions, size, organization, mission, technology or equipment result in changes to the duties assigned to positions or the job profile of positions, and employees occupying those positions do not meet the new required knowledge, skills and abilities, such changes will be brought forward by management or the union to the Employee Relations Committee (ERC). The ERC will review the matter for alternatives that meet the needs of the County with the least amount of impact on the bargaining unit members. This review does not apply to employees who would be subject to layoff-based position elimination and/or budget reductions.

II. Employee Development and Training

A. Any time an employee is specifically required by management to participate in any development and training program shall be considered time worked for pay purposes, and all tuition, texts, training materials, and other expenses incident to such employee's participation shall be assumed by the County.

B. The County may subsidize employee participation in non-mandatory training or education based on relevance to the employee's job, budgetary limitations, and managerial priorities. Each department's labor-management committee will create a subcommittee of equal representation to develop a process for distribution of training opportunities. The subcommittee will also develop guidelines for employees to use when requesting training and for supervisors to use when determining appropriate training authorization.

1. The subsidy may be made in the form of a partial or total reimbursement for expenses and/or time off with pay for part or all of the time required to attend.

1 **2.** Employees may obtain information on how to apply for training or
2 educational subsidies from their Departmental Human Resource Office.

3 **3.** If approved prior to enrollment, reimbursements will be made within thirty
4 (30) days of successful completion of the training or coursework, provided the employee has
5 submitted verification as required under department policy.

6 **III. Performance Evaluation**

7 **A.** The County may implement and maintain performance evaluation processes
8 involving members of the bargaining unit. It is the desired goal of the County and Local 88 for
9 all employees to have their work performance evaluated annually.

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

12 **C.** No evaluations or employee responses will be admissible in any disciplinary or
13 arbitration hearing. When the County references or moves to admit a previously issued non-
14 disciplinary notice of performance/conduct the Union reserves the right to present the
15 employee's responses to those non-disciplinary notices of performance/conduct.

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

18 **E.** County performance evaluation forms will include a section on individual training
19 and career development.

20 **IV. Organizational Excellence**

21 The parties are committed to the continuation of Labor Management cooperation as
22 represented by the ERC process. To further support this process:

23 **A. Joint Training**

24 Joint training shall be provided on an annual basis to all shop Stewards and
25 representative managers and supervisors on matters related to contract administration and the
26 management of problem employees and teams. The purpose of this training will be to develop
27 mutual understanding of basic processes and roles. Additionally, to support team development
28 and quality initiatives, such training will involve appropriate group process and quality
29 components.

30 **B. Employee Participation and Teams**

31 It is understood that many of the terms of this Agreement are based on an
32 individual rights and obligation model. The parties recognize that employees are increasingly
33 involved in employee participation processes and working in teams. In such instances as issues

1 arise from these processes, which may involve the terms of this Agreement, the parties will
2 meet upon the request of either party to discuss any appropriate action. Mutually agreeable
3 terms of any needed exceptions and understandings shall be in conformance with Article 26,
4 Entire Agreement.

5 **V. Non-Disciplinary Notices Regarding Performance or Conduct**

6 If the County elects to issue a notice to an employee regarding performance or
7 workplace conduct expectations, it shall conform to the following:

8 **A.** The notice should be coaching and counseling and specifically identify what the
9 expectation is and how employees can meet the expectation. Additionally, the supervisor
10 should identify the support that they will provide to the employee.

11 **B.** Generally, supervisors should provide feedback no later than six (6) months
12 following the original notice of whether the employee is meeting the expectations identified in
13 the notice. If a supervisor has not followed-up with an employee within one (1) year of receiving
14 a notice, the employee may assume that they are meeting the expectations identified in the
15 notice.

16 **C.** The notice alone will not be used to block transfers or promotional opportunities.
17 The parties recognize that performance issues may be discussed as a part of a reference check
18 process including the issues referenced in non-disciplinary notices, which may impact their
19 employment opportunities.

ARTICLE 21
SENIORITY AND LAYOFF

I. Definitions

A. Affected by Layoff

Refers to an employee who was demoted, laid off, or reassigned as a result of a layoff process under the provisions of this article.

B. Bumping

The displacement of the least senior regular employee in the affected job profile by another regular employee within the department with more seniority or if there is not a less senior employee in the job profile in the department, then the displacement of the least senior regular employee in the job profile in the County.

C. Job Profile Previously Held

Refers to a classification or its equivalent in which the employee gained regular status and for which they continue to qualify.

D. Continuous Service

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

1. Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.610 through 236.650.

2. Continuous service is terminated by voluntary termination unless reinstated within twelve (12) months, involuntary termination due to expiration of a recall list, removal from a recall list after layoff pursuant to "Section IV.F" of this article, or discharge for cause.

E. Equivalent Job Profile

Refers to matching by the County HR Director or their designee of an abolished job profile with a current job profile that has substantially the same duties, authority, and responsibility.

F. Job Profile Seniority

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

1 **G. Lateral Job Profile**

2 Refers to a job profile or its equivalent which has the same top step as the
3 employee's current job profile.

4 **H. Layoff**

5 A reduction in force in job profile for reasons of lack of funds, lack of work,
6 efficiency or reorganization. Reductions in force are identified by job profile within the affected
7 department. Reductions in force include both the elimination of positions and changes in a
8 position's status from full-time to 3-10 time or part-time.

9 **I. Regular Appointment**

10 Refers to the appointment of an employee to a regular position from a certified
11 list of eligibles.

12 **J. Regular Employee**

13 Refers to the status a classified employee acquires after successful completion
14 of the Trial Service for the job profile to which the employee was appointed.

15 **K. Regular Position**

16 Refers to a county service position budgeted for each fiscal year.

17 **L. 3-10 Employee**

18 Refers to an employee who is assigned a schedule that is three (3) days a week
19 for ten (10) hours a day.

20 **II. Seniority**

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

- 22 1. The total length of continuous service with the County; if a tie occurs, then
23 2. Test score on the Civil Service Examination, if available, for the job profile;
24 if a tie occurs or if the test scores are not available, then
25 3. It shall be broken by random selection using a computerized logarithm with
26 a member of Central Human Resources and the Union present when the order is selected.

27 **B. In computing seniority for regular employees, the following factors will be**
28 **taken into account:**

- 29 1. Part-time work will count on a full-time basis.
30 2. Time on authorized leave taken with pay will count.
31 3. When an authorized leave without pay exceeds thirty (30) days, no time
32 spent on that leave will count except in the following circumstances.

1 a. An unpaid leave is protected by FMLA/OFLA or the Uniformed
2 Service Employment and Reemployment Rights Act (USERRA) shall count.

3 b. An unpaid leave of up to one-hundred and eighty (180) days
4 protected by the Americans with Disabilities Act, ORS 659A.040 to ORS 659A.069 (injured
5 worker's right to reinstatement), and ORS 659A.270 to ORS 659A.290 (leave for victims of
6 domestic violence) shall count.

7 4. Time spent in unclassified or management service appointment status will
8 not count, except for purposes of vacation accrual.

9 5. When an On-Call employee moves from an assignment performing work
10 within the scope of this bargaining unit to regular status, their seniority shall include all time
11 from January 1, 2019 in on-call status on an hour for hour basis. This seniority calculation shall
12 be made adding the total number of hours worked divided by eight hours to determine the
13 number of days of seniority counted.

14 6. Prior to regular appointment, all continuous, contiguous service,
15 performing duties consistent with work done by members of a bargaining unit, in temporary
16 status, limited duration or work out of class shall count. The term continuous service shall allow
17 for an unpaid leave or break in-service not to exceed thirty (30) days.

18 7. When a layoff exceeds thirty (30) days, no time spent on layoff will count.

19 8. Time spent in a trainee capacity, e.g., in state or federal trainee programs,
20 will not count.

21 9. Time spent working for another government will count if the employee was
22 transferred to a bargaining unit position in Multnomah County pursuant to ORS 236.610
23 through 236.650.

24 10. Seniority shall be forfeited by discharge for cause, voluntary termination,
25 or, after layoff, by removal from all recall lists pursuant to "Section IV" of this article.

26 11. Current rules for calculation of seniority as contained in this article do not
27 alter seniority determinations under prior Local 88 contracts.

28 **C. Job Profile Seniority**

29 1. All continuous, contiguous service on a temporary promotion shall count
30 toward seniority in the immediately previous job profile, except in cases in which the promotion
31 becomes permanent immediately following the temporary appointment; in these cases, the
32 time will be counted toward the job profile to which the employee is promoted.

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

6 **3.** Time spent in an abolished job profile that has a current equivalent will
 7 count toward seniority in the equivalent job profile.

8 **III. Layoff Rules**

9 The County will notify regular employees affected by layoff of the reason for the action
 10 and of their reassignment or layoff, according to the provisions of this section.

11 **A. Reassignment of Regular Employees during a Layoff**

12 Layoffs will be identified by job profile within the affected department and County.
 13 Employees holding positions that perform functions to be discontinued will be subject to the
 14 following in order of seniority:

15 **1.** Reassignment to a regular position in the same job profile and within the
 16 employee's current department, or if the employee does not have enough seniority, then

17 **2.** Reassignment to a regular position County wide, in the following order:

18 **a.** Reassignment to a position in the same job profile; or, if the
 19 employee does not have enough seniority, then

20 **b.** Reassignment to a position in a lower or equivalent job profile
 21 previously held, or if the employee does not have enough seniority, then

22 **c.** Change of status between full-time, 3-10 and part-time, or if the
 23 employee does not have enough seniority, then

24 **3.** Reassignment to a limited duration position, in the same order as in Article
 25 21.III.2, above, provided the Union and the County mutually agree to the placement.

26 **4.** Layoff.

27 **B. Voluntary layoff, bumping, or reduction in hours**

28 **1. Lower Bumping Options:**

29 An employee may voluntarily choose to take a lower bumping option
 30 provided such option is available and does not adversely affect another regular employee who
 31 would not have been impacted had the employee bumped in the order specified above, and
 32 will not result in increased costs to the County. Such election will be made in writing within

1 three (3) working days and submitted to Central Human Resources. Where more than one
2 option exists, the employee shall list their preference(s) in rank order.

3 **2. Reduction in Hours:**

4 Any employee in a job profile affected by layoff may request to be
5 reassigned to a vacant position with fewer assigned hours per week if such reassignment would
6 mitigate the impact of the layoff on other employees and does not result in increased costs to
7 the County.

8 **3. Voluntary Layoff:**

9 Any employee in a job profile affected by layoff may request voluntary
10 layoff if such action does not result in increased costs to the County. When management
11 identifies job profiles to be laid off, management will first in order of seniority, look for volunteers
12 to be laid off. Employees who agree to a voluntary layoff out of seniority order will have no
13 bumping rights and such employee will be placed on a recall list in accordance with this Article.

14 **C. Non-Regular Employees during a Layoff**

15 **1.** Within an affected job profile and department, temporary, non-regular
16 Initial Trial Service, and other employees who do not have classified status and who are
17 occupying budgeted positions will be terminated before employees with classified status are
18 affected by layoff. Employees without status who are terminated will not be placed on recall
19 lists and do not have bumping rights.

20 **2.** An employee who has not completed a Promotional Trial Service period
21 following promotion to a classified position and is affected by layoff shall be returned to the
22 position previously held.

23 **3.** Trial Service employees terminated or demoted in accordance with
24 "Subsection 1" and "Subsection 2" above will be placed on reinstatement lists for one (1) year
25 from the date of their termination or demotion. They may, at the County's discretion, be
26 reinstated to their former job profile if there are no regular employees who are on a recall list
27 for that job profile. Trial Service employees who are reinstated will be treated as if they have
28 been on a leave of absence for purposes of computing seniority and length of Trial Service
29 period.

30 **D. Layoff Processing for Employees on a Leave of Absence without Pay**

31 **1. Employee Notification:**

32 Employees who are on a leave of absence without pay which is scheduled
33 to continue after the layoff effective date and whose job profiles are expected by the County to

1 be affected by an upcoming layoff process will be notified in writing and given an option to
2 return from leave.

3 **2. Use of Positions During the Layoff Process:**

4 If no response is received by the County within five (5) days of written
5 notification, or if the employee declines to return from leave of absence, or if the employee is
6 unable to return from leave of absence, the position from which the employee is on leave of
7 absence will be treated as a vacant position during the layoff process and will be available to
8 be filled by another employee who is affected by the layoff process, according to the provisions
9 of this article.

10 **3. Return from Family Medical Leave Without Pay:**

11 After a layoff process affecting the employee's job profile has occurred,
12 employees who are on Family Medical Leave without pay immediately prior to returning to work
13 will return to the position formerly held, and the employee occupying that position will be
14 reassigned according to seniority pursuant to this article.

15 **4. Return from other Leave Without Pay:**

16 After a layoff process affecting the employee's job profile has occurred,
17 employees not on Family Medical Leave without pay immediately prior to returning to work will
18 be reassigned according to seniority pursuant to this article.

19 **5. Recalculation of Seniority after Leave of Absence Without Pay:**

20 All employees on leave of absence without pay that exceeds thirty (30)
21 days will have their seniority recalculated upon their return from leave so that none of the time
22 on the leave of absence without pay counts toward seniority per "Section II.B.3" of this article.

23 **E. The Bumping Process**

24 Regular status employees who are affected by layoff are reassigned using the
25 rules listed in Article 21.III.A. In addition, the bumping process is administered with the following
26 considerations:

27 **1. Budgeted Positions:**

28 Vacancies that are created and approved by the Board of County
29 Commissioners to be effective the day following the layoff date shall be treated as vacancies
30 available during a layoff process.

31 **2. Reassignment to Vacancies and Employee Preferences:**

32 Reassignment of employees to vacant positions within the employee's
33 current department, if available, will always take precedence over their bumping another

1 employee; where multiple vacancies are available within the employee's current department,
2 the County will take into account the employee's preferences for shift assignment, part-time, 3-
3 10 time, or full-time status, work location, and work assignment to the extent practical prior to
4 reassignment of the employee to a vacancy. An employee who is offered options must indicate
5 a preference within three (3) working days of receipt of notice of the options in order to exercise
6 that option.

7 **3. Bumping Less Senior Employees:**

8 If bumping is necessary, the least senior employee in the affected job
9 profile in the department will be bumped. If there is no employee with less seniority in the job
10 profile in the department, then assignment to a vacant position in the County in the affected job
11 profile, if no vacant position, then the least senior employee in the affected job profile in the
12 County will be bumped.

13 **4. Previously Held Job Profiles:**

14 If there is no employee in the job profile in the County with less seniority
15 then the employee will be bumped to a job profile previously held. If the employee held more
16 than one previous job profile, order shall be to the previous job profile held and so forth.
17 Employee bumping rights includes right to bump into a previous job profile with a higher
18 maximum salary only if the higher salary rate of the previously held job profile is due to a salary
19 adjustment for that job profile resulting from a job profile /compensation study and the employee
20 moved from the job profile as a result of a lateral transfer, promotion or reclass. If an employee
21 bumps to a job profile previously held and did not complete the trial service in the job profile,
22 employee will be required to complete trial service according to the terms of Article 2, Section
23 XII.

24 **5. Change of Full-Time and Part-Time Status:**

25 **a.** Full-time employees will be reassigned only to full-time positions,
26 3-10 time employees will be reassigned only to 3-10 time positions, and part-time employees
27 will be reassigned only to part-time positions, unless reassignment to the other status is the
28 only available option other than layoff.

29 **b.** In the event that reassignment to a full-time position is unavailable
30 to a full-time employee, that employee will utilize their reassignment options to 3-10 status
31 positions, and then if unavailable to part-time status positions.

1 c. In the event the reassignment to a 3-10 time position is unavailable
2 to a 3-10 time employee, that employee will utilize their reassignment options to full-time status
3 positions, and then if unavailable to part-time status positions

4 d. In the event that reassignment to a part-time position is unavailable
5 to a part-time employee, that employee will utilize their reassignment options to 3-10 status
6 positions, and then if unavailable to full-time status positions.

7 **6. Library Specific Job profiles:**

8 a. An employee being laid off from a Library specific job profile and
9 demoting into a previously held Library specific job profile as a result of a layoff will exercise
10 layoff options based on FTE that is the greater of the two:

11 i. The FTE the employee holds at the time of the layoff; or

12 ii. The FTE the employee held immediately prior to promoting
13 into their current job profile.

14 **7. Job Share Agreements:**

15 a. Employees who are participating in job share agreements at the
16 time the layoff process is being administered will be treated like part-time employees for the
17 purposes of bumping and reassignment.

18 b. If a part-time employee bumps into a position that has an existing
19 job share agreement, the employee must agree to the terms of the existing job share
20 agreement.

21 **8. Shift Assignment:**

22 Shift assignment will not have an effect on the layoff process.

23 **9. Failure to Accept a Reassignment:**

24 Employees who are reassigned to a position pursuant to these provisions
25 and do not accept that position will be deemed to have resigned.

26 **10. Qualified to Perform the Duties of the Position:**

27 a. Employees may not be reassigned to positions under this article
28 unless qualified to perform the duties of that position. An accurate job description, including
29 any approved special knowledge, skills, or abilities required for the position, must be on file
30 with Central Human Resources prior to issuance of layoff notices. If layoffs are effective at the
31 end of a fiscal year, the County must provide notification of any KSA prior to March 1, except
32 the County may add cultural knowledge KSAs, bilingual KSAs, and a KSA to a position when
33 the position is vacant or there has been a substantial change in job duties necessitating a

1 change in the minimum qualifications for the position. Employees may be denied rights
2 otherwise available under these provisions only if they lack knowledge, skills or abilities
3 required for the position that are not easily learned on the job within ninety (90) days. If an
4 employee is on paid or unpaid leave for more than fourteen (14) consecutive calendar days
5 during the one-hundred twenty (120) day new period, the orientation period will be extended
6 by the amount of the leave. Employees may be required to take and pass qualifying
7 examinations in order to establish their rights to specific positions.

8 b. In order to facilitate placement and allow management adequate
9 time to determine if an employee is qualified to perform the duties of the new assignment, the
10 parties agree that an employee that elects to use their bumping rights to a position in either the
11 Program Specialist or Program Specialist Senior job profile may be subject to an orientation
12 period of up to six (6) months. In the event that management determines that a six (6) month
13 orientation period is appropriate for a particular position in either of these job profile, it will notify
14 the Union and the employee contemplating reassignment to that position as soon as possible
15 but no later than the official fifteen (15) day notice to the employee described in Article 21.IV.A.

16 c. When the County determines that knowledge, skills or abilities
17 (KSAs) in addition to minimum qualifications are required for a position, the Union may appoint
18 a Steward or officer familiar with that job profile to participate in discussions about the required
19 KSAs and the content of any qualifying examination used as part of the bumping process.
20 Nothing requires the County to develop an examination at the time the KSAs are approved nor
21 prevents it from modifying an examination at a later date provided the Union is provided an
22 opportunity to participate in discussions regarding the new or revised exam used during
23 bumping.

24 **11. Request for Leave:**

25 Employees who are reassigned or demoted pursuant to these provisions
26 may request up to three (3) days of leave without pay prior to reporting to their new work
27 assignment, consistent with the County's voluntary furlough program, and subject to approval
28 of the appropriate manager.

29 **12. Freezing of Personnel Actions:**

30 a. To ensure that data about vacancies and employee work
31 assignments are reliable and that bumping options are accurate, upon written notice to the
32 Union, the County HR Director may freeze all personnel transactions as determined

1 appropriate beginning four (4) weeks prior to the date a layoff is implemented and ending the
2 day immediately following the effective date of the layoff.

3 **b.** Upon written notice to the Union, a Department Human Resources
4 Manager, may freeze lateral transfers for transfers in an impacted job profile within the
5 department, but no sooner than four (4) weeks prior to the layoff and ending the day
6 immediately following the effective date of the layoff order to place employees impacted by
7 budget reductions into vacancies.

8 **13. Evaluation of Layoff Activities:**

9 The County will regularly evaluate layoff and bumping activities, including
10 giving affected employees an opportunity to provide feedback to improve layoff and bumping
11 processes.

12 **IV. Notice and Recall List**

13 **A.** Employees who are subject to reassignment, demotion, or layoff pursuant to the
14 provisions of this article shall receive a notice in writing at least fifteen (15) days prior to such
15 action. The notice shall state the reason for the action and shall further state that the action
16 does not reflect discredit on the employee. The Union will be provided a copy of the notice.

17 **1.** In the case of mid-year layoffs (those which were not anticipated and
18 considered as part of the budget_process), the county shall provide notice in writing at least
19 thirty (30) days prior to such action. If the layoff derives from a reorganization, the county will
20 make an effort to provide greater notice whenever possible.

21 **B.** Employees in limited duration assignments will be placed on recall lists only for
22 job profiles in which they have previously achieved regular status. Limited duration employees
23 who have not previously achieved regular status do not have recall rights.

24 **C.** Employees who are laid off, demoted, or reassigned to a lateral job profile,
25 including Project Save placement as defined in Article 21.IX and/or reassigned between full-
26 time, 3-10 time, and part-time status will be placed on the recall lists, according to seniority.
27 Employees will be placed on all the recall lists that meet the criteria below. (For example,
28 employees who are demoted and reassigned from full-time to part-time will be placed on the
29 recall lists for full-time appointment in the current job profile, for part-time appointment in the
30 higher job profile, and for full-time appointment in the higher job profile):

31 **1.** Employees who are laid off will be placed on the recall list for the job profile
32 held by the employee at the beginning of the layoff process.

1 **2.** Employees who are demoted will be placed on the recall list for all the job
2 profiles held by the employee at the beginning of the layoff process to, but not including, the
3 one the employee demoted to.

4 **3.** Employees who are reassigned to a lateral job profile or to a job profile
5 previously held will be placed on the recall list for the job profile held by the employee at the
6 beginning of the layoff process.

7 **4.** Employees who are reassigned from full-time to 3-10 or part-time will be
8 placed on the list for recall to full-time assignment.

9 **5.** Employees who are reassigned from 3-10 time to full-time or part-time will
10 be placed on the recall list to a 3-10 time assignment.

11 **6.** Employees who are reassigned from part-time or 3-10 time to full-time will
12 be placed on the list for recall to part-time assignment.

13 **D.** Employees who are placed on a recall list pursuant to these provisions will be
14 provided with appropriate information concerning the rights after layoff, and their
15 responsibilities. Information will include, but not be limited to, information concerning the
16 County's rules on reinstatement, and will offer employees the opportunity to provide alternate
17 contact information for recall notice.

18 **E.** Prior to issuing an open competitive recruitment for a vacancy, hiring managers
19 should review any active recall lists and determine if the vacancy should be announced for
20 internal applications first, in order to allow employees on recall lists in other job profiles to have
21 the opportunity to be considered.

22 **F.** Employees who are reassigned to positions in the same job profile, resign, or
23 elect to retire will not be placed on recall lists.

24 **G. Removal from Recall List**

25 Employees will remain on a recall list for twenty-four (24) months from the date
26 of placement on the list. Within that time period, employees will be removed from the recall list
27 only under the following circumstances:

28 **1.** Upon written request of the employee; or

29 **2.** Upon their retirement; or

30 **3.** Upon acceptance of recall from the list; or

31 **4.** Upon declining an offer of recall (unless the offer is for a limited duration
32 appointment); or

1 **5.** Upon the employee's failure to respond to a certified letter or electronic
2 notice sent to the employee's last known address within seven (7) days of mailing; or

3 **6.** Disciplinary termination for cause.

4 **H. Effect of Recall on Seniority**

5 Employees who are laid off and are on recall list(s) and return to regular County employment
6 for any reason will be treated as if they have been on a leave of absence without pay for the
7 purpose of computing seniority.

8 **V. Recall**

9 **A.** Employees on a recall list will be certified in order of seniority, before applicants
10 who qualify through examination, provided they are qualified to perform the duties of the
11 position. Employees on a recall list shall be offered appointment to vacancies, in order of
12 seniority, except when they lack knowledge, skills or abilities required for the position that are
13 not easily learned on the job within ninety (90) days.

14 **B.** Employees may be required to take and pass qualifying examinations in order to
15 establish their rights to specific positions. The hiring manager is required to state in writing what
16 qualification(s) the employee lacks that the position requires. The employee will remain on the
17 recall list for certification to other vacancies during their term of eligibility.

18 **C.** Failure to recall an employee, except as provided above, will be deemed a
19 dismissal of that employee for cause, and will be reviewed and processed according to the
20 provisions of Article 17, Disciplinary Action.

21 **VI. Seniority Application**

22 **A.** The above terms for determination of seniority shall apply not only to the layoff
23 process, but also to other situations in which seniority is applied, including total service for the
24 purpose of vacation accrual rates.

25 **B.** Seniority determinations shall have no application to retirement matters.

26 **C.** The County agrees to make available to the Union upon request copies of any
27 personnel list the County maintains regarding seniority or job profile changes.

28 **VII. Posting Process**

29 **A. Seniority List Posting**

30 Lists showing seniority within the County and seniority within job profile shall be
31 provided to the Union, posted electronically, and posted on Union bulletin boards in work units
32 where employees do not have readily available computer access, on or about March 1st of
33 each year or anytime an employee or employees are notified that their position(s) is being

1 eliminated. Employees may request a copy of the seniority list from their department human
2 resources unit at any time.

3 **B. Seniority List Appeals**

4 1. Employees who have concerns about the calculation of their seniority shall
5 notify Central Human Resources with a copy to the Union. If an employee's concerns remain
6 unresolved, the Union may file a formal written grievance at Step 3 of the grievance procedure
7 within thirty (30) days of the employee's initial consultation with Central Human Resources. If
8 no grievance is filed within the thirty (30) days, the seniority calculation is deemed correct and
9 no grievances may be filed on that issue at a later date. If a Step 3 grievance is filed, and
10 Central Human Resources denies the grievance by upholding the seniority calculation, the
11 Union may exercise its' right to move the issue to arbitration in accordance with Article 18,
12 Section III. If the Union chooses to not move the issue to arbitration by making such a request
13 within fifteen (15) days of the Step 3 response, the seniority calculation will be deemed correct
14 and no grievances may be filed on the issue again in the future.

15 2. Employees may only file grievances over seniority calculations that have
16 been accrued since the effective date of the previous contract. (For example, in the 2022-2025
17 contract, employees may only file grievances over seniority that has been accrued since the
18 July 1, 2022, which is the effective date of the contract.)

19 3. Seniority dates will be frozen during the bumping/layoff process consistent
20 with the release of the Chair's Executive Budget.

21 4. When a seniority date is changed due to a grievance, the affected
22 employees and the Union shall receive written notification of the new seniority ranking for the
23 affected job profile.

24 **VIII. Seniority of and Bumping by Non-Bargaining Unit Employees and Other**
25 **Bargaining Units**

26 Except as returning to a previously held job profile failing a Promotional Trial Service
27 period, non-bargaining unit employees (non-represented or a member of another bargaining
28 unit) may not bump or deny a bump option to current regular status Local 88 bargaining unit
29 members even if the non-bargaining unit employee has greater length of County employment
30 or greater length of service in the bargaining unit.

31 **IX. Special Provisions to Save Employees from Layoff - Project Save**

32 It is recognized by the parties that employees who are to be laid off or involuntarily
33 demoted because of their seniority within a job profile within a department face difficult

1 circumstances in being placed in alternative employment within the County. Any such
2 employee who is placed in a job profile not previously held shall be subject to a trial service
3 period of one-hundred twenty (120) days to demonstrate the employee's ability to perform or
4 fulfill the requirements of the new job profile. Employees who refuse an offer to be placed in
5 alternative employment will not be deemed to have waived their bumping rights or right to
6 placement on the recall list. Employees who, in the opinion of the County, are unsuccessful
7 during this one-hundred twenty (120) day trial service period will be removed from their new
8 job profile and placed on the appropriate recall list. Such employees shall continue to be eligible
9 for placement under the provisions of this section as long as alternative employment
10 opportunities are being explored by management for affected employees. An employee
11 reassigned to another position via Project Save, shall have recall rights in accordance with
12 Article 21.IV and V.

13 **X. Limited Duration Employees and Project Save**

14 The Union and the County will continue to adhere to their Memorandum of Agreement
15 signed on August 24, 2021 concerning ARPA funded Limited Duration employees. A Limited
16 Duration employee not covered by that Memorandum of Agreement who has not obtained
17 regular status and is laid off after or during the term of their appointment shall have the right to
18 apply for Project Save placement as described in Article 21.IX

ARTICLE 22
SHIFT AND WORK ASSIGNMENT

I. Vacancy

A vacancy shall exist when:

A. The employee assigned to a budgeted position abandons such position because of transfer, promotion, or demotion to another position or County agency; or upon voluntary or involuntary termination of County employment;

B. Additional budgeted positions are allocated;

C. Workload requirements necessitate reallocation of duties for a period in excess of ninety (90) days, as, for example, a training assignment or assignment to another unit with a workload issue;

D. When an employee is on unpaid leave that will exceed ninety (90) days.

II. Temporary and Short Term Work Assignments

A. Ninety Days or Less (Short Term Assignments) and Employee Rotation

Plans

Work assignments and employee rotation plans of ninety (90) days or less shall be solely at the discretion of management. Following such a short term assignment, the employee will be returned to their regular assignment.

To further employee development or motivation, the County may rotate employees in the same job profile between job assignments within a work unit or between work units, subject to the following limitations:

1. Any such rotation plan shall be posted ten (10) days in advance with a copy provided to the Union.

2. The terms and criteria of the rotation plan shall apply to all employees in the affected job profile within a work unit or work units.

B. Six Months or Less (Temporary Assignments)

If the work assignment is for more than ninety (90) days, but no longer than six (6) months, it shall be deemed a temporary assignment, and shall be filled in the following manner:

1. Management will provide employees a notice of the assignment, the person to contact, and the deadline for consideration.

2. The assignment may be made on the basis of seniority, expressions of preference or by other job related criteria established by management.

1 **3.** Following such a temporary assignment, the employee will be returned to
2 their regular assignment.

3 **III. Regular Shift/Work Assignment**

4 A regular vacancy is a vacancy determined by management to be for a duration of over
5 six (6) months. Whenever there is more than one (1) shift or work assignment within the same
6 job profile within a work unit, regular vacancies shall be filled in the following manner:

7 **A.** Management will provide employees a notice of such vacancy for at least seven
8 (7) days, the person to contact, and the deadline for consideration.

9 **B.** The vacancy shall be filled on the basis of Job Profile Seniority (as defined in
10 Article 2.VI) for the job profile in which the vacancy exists, provided the employee is able to
11 perform the work in question and has indicated their preference in writing.

12 **C.** Exceptions to seniority preference assignment may be made in the following
13 situations:

14 **1.** In regard to work assignment only, when a less senior employee is
15 substantially more qualified for the position in question.

16 **2.** In regard to work assignment only, when a less senior employee is
17 assigned a job for reasons other than in "Section III.C.1" above, such reasons shall be put in
18 writing by the manager making the assignment. Such assignment shall not be for arbitrary or
19 capricious reasons.

20 **3.** In regard to both shift and work assignment, where bona fide job related
21 requirements for a balance of experienced and non-experienced personnel exists between
22 shifts or work assignments in a work unit, management may temporarily delay the senior
23 employee's shift or work assignment for up to six (6) months to allow new or less senior
24 employees to obtain necessary experience.

25 **D.** In the event no expression of preference exists for a shift or work assignment,
26 management may fill a vacancy with the qualified employee with the least seniority in the job
27 profile in the work unit. Involuntary changes in shift assignment shall require ten (10) days
28 advance written notice to the affected employee.

29 **E.** When a new work assignment with substantially different duties is created, it shall
30 be posted for ten (10) days to permit employees to indicate their preference for the assignment.

31 **IV. Transfers**

32 **A.** Following the work unit assignment process described in Section III of this Article,
33 if the job profile is utilized elsewhere in the Department and/or County, the five (5) employees

1 who are currently assigned to and have the most seniority in the job profile, who are qualified
2 for and interested in the specific position, shall be interviewed for the vacancy, provided they
3 have requested consideration for a transfer as required under Multnomah County Personnel
4 Rule (MCPR) 5-40. Those on the applicable Job Profile Transfer List shall be notified of the
5 opening.

6 **B.** Departments are not obligated to interview the five (5) most senior employees on
7 the transfer list prior to considering other applicants and/or employees requesting transfer.

8 **C.** If a Department elects to consider Department employees from outside the work
9 unit for lateral transfer prior to announcing the job, the Department must also interview the five
10 (5) most senior employees on the countywide transfer list who are qualified for and interested
11 in the position at the same time.

12 **D.** If a Department elects to fill vacancies through an internal or external recruitment,
13 the five (5) most senior employees on the transfer list who are qualified and interested will be
14 interviewed, with consideration given to other qualified applicants on the certified eligibles list,
15 and qualified employees on either the County or Department transfer list.

16 **E.** Prior to issuing an open competitive recruitment for a vacancy, the hiring
17 manager will review any active recall lists and determine if the vacancy should be announced
18 for internal applications first, in order to provide employees on recall lists the opportunity to be
19 considered.

20 **V. Trial Service Periods**

21 A trial service period applies when a regular employee begins a new work assignment,
22 including lateral transfers, equivalent transfers, and demotion to another job profile. The
23 employee will serve a trial service period of one-hundred and twenty (120) days to demonstrate
24 their ability to fulfill the requirements of the assignment. At any time during a trial service period,
25 an employee who does not satisfactorily fulfill the requirements of the assignment shall be
26 returned to their previous work assignment. Such determination of satisfactory performance
27 within the one-hundred and twenty (120) day trial service period will be made by management.

28 **VI. Training Positions**

29 **A. Vacancies**

30 Training Programs may be established when a position or specialty is difficult to fill; to
31 develop knowledge, skills or abilities for existing or new employees; or to aid in workforce
32 succession planning. The County may fill a vacancy with a trainee for up to twelve (12) months
33 to develop knowledge, skills, or abilities for existing or new employees. When required to meet

1 the minimum qualifications for a position, trainee appointments may be made for up to twenty-
2 four (24) months. Training appointments in excess of twenty-four (24) months require written
3 consent of the Union prior to the appointment. Training positions will be governed by MC
4 Personnel Rule 5-30-030, Training Programs.

5 **B. Recruitment of Trainees**

6 Applications for training positions will be considered in the following order within
7 a recruitment process:

- 8 1. Regular employees within a Department.
- 9 2. Regular employees Countywide.
- 10 3. Open Competitive.

11 **C. Eligibility**

12 Employees who have completed an initial trial service in accordance with Article
13 2.XI are eligible for training positions. Employees are not eligible for training positions if they
14 have:

- 15 1. A performance appraisal issued within the previous twelve (12) months
16 which includes ratings at not meeting expectations/needs improvement.
- 17 2. There is discipline at or above the written reprimand level within the last
18 twenty-four (24) months.

19 **D. Compensation during Training Program**

- 20 1. The wage rate for a trainee in a training program will be the equivalent of
21 one (1) step or three percent (3%) below the minimum of the pay range for the budgeted
22 position. Regular employees whose pay is at or above the minimum of the pay range for the
23 budgeted position's job profile will not have their pay reduced, but shall not receive a pay
24 increase at time of appointment.
- 25 2. Employees in a training program shall receive a one (1) step increase on
26 the anniversary date of appointment to their training program in accordance with Article 15.II.B.
- 27 3. On successful completion of the training program, the employee is eligible
28 for a promotional increase as stated in subsection E.2.

29 **E. Completion of Training Program**

- 30 1. Upon successful completion of the training program and attainment of
31 minimum qualifications, the employee will be promoted non-competitively as authorized by
32 MCC 9.150 into the budgeted position's job profile. The lateral transfer provisions outlined in
33 Sections III and IV above will not apply in such cases.

1 **2.** Upon promotion to the budgeted position, the employee's pay will be
2 governed by the promotional policy in Article 15.II.C. The trainee job profile will be considered
3 the base job profile for purposes of determining the employee's pay rate following promotion.

4 **3.** Employees who are promoted after the completion of a training program
5 will be subject to a promotional trial service in accordance with the provisions in Article 2.XII.

6 **4.** If the promotional trial service is not successfully completed, the employee
7 will not have rights to return to the trainee job profile. A regular employee will be returned to
8 the job profile held immediately prior to the training program as described in subsection F.

9 **5.** On successful completion of a training program, an employee will be
10 credited job profile seniority for the time in the training program. Regular employees who do
11 not successfully complete a training program will have job profile seniority credited to their prior
12 job profile.

13 **F. Termination of the Training Program**

14 The Department or employee may end the training assignment at any time with
15 ten (10) day written notice to the other party and to the department from which the employee
16 came. The decision to end the training assignment is not subject to the grievance procedure.
17 A regular employee will be returned to their job profile and salary held immediately prior to the
18 training position. If there is no vacancy for which the employee is qualified in the job profile held
19 by the employee immediately prior to the training program, the employee will be laid off in
20 accordance with Article 21.

21 **VII. Hiring and Promotion Processes**

22 The participation of individuals from diverse backgrounds and demographic groups in the
23 hiring and promotion process is ideal for recruiting and retaining a diverse workforce that
24 reflects the community Multnomah County serves. At the same time, hiring and promotion
25 processes are statutorily and contractually reserved management rights.

26 In furtherance of County diversity and equity goals in balance with County rights and
27 responsibilities regarding hiring and promotion processes, the parties agree:

28 **A.** The County will allow paid release time for employees that it selects to participate
29 on hiring panels;

30 **B.** The County will publicize to employees and managers its encouragement of
31 inclusion of employees from diverse backgrounds and demographic groups in hiring panels,
32 and direct managers to consider employees who have expressed an interest in participation
33 when establishing a hiring panel;

1 **C.** The County will continue developing implicit bias interruption strategies for inclusion
2 in the panel training toolbox; and

3 **D.** The parties will participate in good faith in Workforce Equity Committee engagement
4 to identify additional mutual hiring and promotion process agreements.

5 **VIII. Work Unit and Work Assignment Determination and Specification**

6 **A. Departmental Determination**

7 1. Each Department, shall determine and can change the work units and
8 work assignment structure of its organization .(e.g. define service delivery sites as work units,
9 and major functions within those sites as work unit assignments, or treat the entire Department
10 as a work unit with the site locations as work assignments). Whenever practicable, to ensure
11 communication with employees and discussion of the implementation process and/or of
12 alternatives, the Department will notify the Union thirty (30) days in advance of any planned
13 change in the determination of work units.

14 2. **Listing of Units**

15 In order to assist the Union in enforcing the terms of the Agreement both in this
16 article as well as in others, the County will provide on or about April first (1st) of each year a
17 comprehensive listing of all work units within the County by Department.

18 **B. Changes in Geographic Work Location or Schedules**

19 1. **Temporary Changes - Ninety Days or Less**

20 When a situation that could not be reasonably predicted or pre-
21 planned, requires the need to temporarily reassign employees from their regular geographic
22 work locations, shifts/hours, and days of work for less than ninety (90) days, management will
23 make a reasonable effort to seek qualified volunteers to staff those assignments. Selection will
24 be made on the basis of job profile seniority, unless the provisions of "Section III" of this article
25 apply. If there are no qualified volunteers for the change, the qualified employee with the least
26 seniority in the job profile at the impacted geographic work location shall be moved. The County
27 will provide an employee with as much notice as possible but if less than fifteen (15) calendar
28 days' notice is provided, employees will be compensated for their regularly scheduled hours in
29 accordance with Article 13.II and for all work performed outside of their regularly scheduled
30 hours and in accordance with Article 14.III A 2. a. for the first fifteen (15) days following their
31 notice. Employees who are temporarily required to report to work at a location different from
32 their regular place of reporting are entitled to mileage reimbursement and/or pay for travel time
33 in accordance with Addendum E, Section D (Payment Rules for Alterations in Work Site).

1 **2. Long-Term Changes - Exceeding Ninety Days**

2 When changes in the Department structure and/or business needs result
3 in the need to make changes to employees' regular geographic work locations, shifts or hours,
4 and regular days of work exceeding ninety (90) days in duration, management will seek
5 qualified volunteers from the employees in the job profile at the impacted geographic work
6 location. Selection will be made on the basis of job profile seniority, unless the provisions of
7 "Section III" of this article apply. If there are no qualified volunteers for the change, the qualified
8 employee with the least seniority in the job profile at the impacted geographic work location
9 shall be moved. Management will make reasonable efforts to provide as much notice as
10 possible, but no less than a fifteen (15) calendar day notice.

11 **3.** Management directed changes in work assignments that involve a change
12 in an employee's regular duties, responsibilities, or scope of assignment will be governed by
13 Article 21.

14 **4. Temporary Changes to Telework Assignments**

15 Employees who are scheduled to telework, but required to work at their
16 "regular place of reporting" in person will be entitled to pay as hours worked for travel only when
17 such traveling (or a portion thereof) is required to take place during the employees' regular
18 work hours.

ARTICLE 23**PERSONNEL RULES AND RECORDS****I. Personnel Rules**

Changes to the Personnel Rules will be submitted to the Union for review and recommendation prior to their adoption.

II. Personnel Records and Information**A. Definition**

For purposes of this section, "personnel file" refers to the formal file of personnel documents maintained by Central Human Resources and/or by the employee's department or division.

B. Access to Personnel File Materials

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

2. An employee will be given a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.

C. Removal of File Materials

1. Non-disciplinary written notices regarding performance or conduct including but not limited to Letters of Expectation and Performance Improvement Plans will not be placed in the employee personnel file, but instead be kept in confidential supervisor and/or human resources files.

2. Letters of reprimand:

a. An employee may request and have removed from their personnel file any letter of reprimand which is more than two (2) years old. Letters of reprimand which are eligible for removal under this provision but have not yet been removed will not be considered in any subsequent disciplinary action.

b. Oral reprimands will not be memorialized in writing to the employee and will not be placed in the employee personnel file, but instead be kept in confidential supervisor and/or human resources files. If there has been no subsequent discipline issued since the oral reprimand was given, oral reprimands which are more than two (2) years old will not be considered in any subsequent discipline.

1 3. **Letters imposing other discipline:**

2 a. **Single disciplinary acts**

3 A single letter imposing discipline more severe than a letter of
4 reprimand, which is more than five (5) years old, will be removed from an employee's personnel
5 file upon their request.

6 b. **Multiple disciplinary acts**

7 If there is more than one (1) letter imposing discipline which is more
8 severe than a letter of reprimand on file, none of the letters may be removed until the most
9 recent letter is more than five (5) years old. At that time, it and all previous disciplinary letters
10 will be removed from the employee's personnel file upon request. For the purposes of this
11 subsection "letter" includes all attachments. Disciplinary actions which are eligible for removal
12 under this provision but have not yet been removed will not be considered in any subsequent
13 disciplinary action.

ARTICLE 24
NON-DISCRIMINATION

I. No Discrimination

A. Contractually Prohibited Discrimination

1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, sexual orientation, political affiliation, gender identity, whistleblower status, source of income or family status. It is further agreed that there will be no discrimination against a person with a disability unless bona fide job-related reasons exist as provided by the Americans with Disabilities Act and rules promulgated under its terms.

2. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement; provided that this responsibility shall be limited to those matters under the Union's influence or control, including but not limited to the behavior of shop Stewards and the contents of Union bulletin boards.

II. Legally Prohibited Discrimination

A. Prejudicial Acts Prohibited

1. The County and the Union shall not condone and/or tolerate prejudicial remarks, actions, slurs, and jokes directed at, or expressed, or any other form of micro-aggression, that are offensive to persons with disabilities, racial minority persons, persons having certain religious preferences or sexual orientation, or gender identity, or persons of a certain national origin or certain familial status or source of income.

2. Micro-aggressions are defined as commonplace and casual verbal, behavioral, or environmental indignities and denigration, often unintentional or unconscious that repeat or reaffirm stereotypes and convey negative or derogatory messages based on the recipient's status in a racial minority or other non-dominant culture group.

B. Sexual Harassment Prohibited

No employee(s) shall be subjected to unwelcome sexual advances, requests for sexual favors, or any form of verbal or physical conduct of a sexual nature that is offensive, hostile or intimidating that interferes with the work performance of such employee(s).

III. County Complaint Procedure

The County will maintain a complaint procedure for allegations of discrimination in violation of law.

1 **1.** The County shall make an individual trained in mediation or restorative justice
2 available to any employee wishing to address the relationship between themselves and the
3 individual alleged to have engaged in the prohibited conduct, whether or not that behavior
4 resulted in discipline. Participation requires the consent of both parties.

5 **2.** A retaliation complaint under this subsection will be treated as a Protected Class
6 Complaint

7 **3.** The County will report all complaints within thirty (30) days of the notification
8 raised by Local 88 represented employees alleging a violation of Article 24.I and II to the
9 Union at the email address cabi@afscmelocal88.or

ARTICLE 25
SAFETY AND HEALTH

I. Policy Statement

It is agreed that occupational safety and health must be a priority of the County and its employees. Therefore, the County accepts its responsibility to provide safe workplaces, working conditions, appropriate safety training, tools, equipment, Personal Protective Equipment (PPE) per OAR 437-002-0134, and to establish safe working procedures for its employees. The employee(s) accepts the responsibility to follow all safety rules and participate in required job or task specific safety training provided by the County.

II. Reporting Unsafe Conditions and Employee Rights to Refuse Work

A. Employees are responsible for reporting recognized hazards, unsafe conditions or practices; the County is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for facilities, vehicles, equipment, tools, and supplies provided by the County and the County is responsible for safe and proper care of the same. Administrative Procedure RSK-7 provides employees a reporting mechanism for reporting unsafe conditions or unsafe acts to the County as required by ORS 437-001-0765. The responsible manager shall timely investigate all reports of unsafe conditions or acts and ensure that reports with findings and corrective actions are reported to the safety committee, the Risk Management, and Workplace Security Director.

B. The County and the Union take note of Federal OSHA regulations related to an employee's rights and responsibilities if they are confronted with an assignment that places them in imminent danger.

III. Safety Records and Disclosure to Employees

Employee exposure records (environmental monitoring and Safety Data Sheets), and accident/incident reports, including but not limited to OSHA 300 Logs, shall be made available to the employee and their designated representative. A summary of the OSHA 300 Log will be posted prominently in the workplace per OAR 437-001-0700

IV. Violence in the Workplace

The County is committed to providing its employees with a workplace free of hostility, intimidation, harassment and other unacceptable violent behavior. This includes a work environment supportive of employees who are victims of domestic violence. Employees are expected to report to their managers any workplace violence they experience or observe

1 regardless of its origin. If an employee directly experiences workplace violence, they are
2 expected to also complete the RSK-2 form. The County is responsible for investigating these
3 reports, taking appropriate and necessary action to maintain a safe work environment. If an
4 employee reports a credible threat of violence to their manager, the manager will immediately
5 report it to the Workplace Security Director and the County will take appropriate measures to
6 ensure enhanced security measures are considered that address safety of employees and the
7 public including but not limited to causing a Risk Assessment to be conducted for the situation.
8 Any Risk Assessment will include actionable loss prevention items and an implementation
9 strategy. The County will promptly report the findings of the Risk Assessment to the reporting
10 employee and to the Union. This may result in exclusions of the offending individuals from
11 County facilities when appropriate and lawful.

12 **V. Staffing**

13 Management has the right to determine staffing and establish any minimum staffing
14 requirements. The County will staff appropriately to provide for the safety of employees,
15 clients and members of the public.

ARTICLE 26
GENERAL PROVISIONS

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I. Rules

A. All work rules shall be subject to discussion with the Union before becoming effective. All new rules and proposed changes to rules, which involve mandatory subjects of bargaining or which impact mandatory subjects of bargaining, shall be sent to the Union at the e-mail address **cabi@afscmelocal88.org**. This applies to both County and Department rules.

B. The County will provide new employees a copy of the Agreement and applicable rules at time of hire.

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

D. Any dispute as to the reasonableness of any new rule, or any dispute involving discrimination in the application of new or existing rules may be resolved through the grievance procedure beginning at Step 3.

E. Except in emergencies, all work rules shall be posted on bulletin boards for a period of ten (10) consecutive work days prior to becoming effective.

II. Changes in Existing Conditions

A. For the purpose of this Agreement, the term, "existing working conditions," means practices which have been:

1. Consistent;

2. Clearly acted upon; and

3. Readily ascertainable over a reasonable period of time as mutually accepted by the parties.

B. Existing working conditions shall be changed only after the Union has been afforded opportunity to make suggestions and shall not be for arbitrary or capricious reasons. The County shall post changes in existing working conditions prominently on all bulletin boards for a period of not less than fourteen (14) days before the changes are to be effective.

C. Disputes regarding the change of existing working conditions shall be resolved through the grievance procedure beginning at Step 3.

D. No payment of monies made in error, or not authorized by proper authority, shall be considered an existing condition. Such payments shall be governed by Article 14, "Section

III.

1 **E.** Conditions relative to and governing working conditions of a particular nature are
2 contained in Addenda B through K to this Agreement, which are attached and by this reference
3 made a part hereof as though fully set forth herein.

4 **III. Uniforms and Protective Equipment**

5 **A. Application to Employees Generally**

6 **1.** If an employee is required to wear a uniform, protective clothing, or any
7 type of protective device, such uniform, protective clothing, protective device, or equipment
8 shall be furnished by the County; the cost of initial tailoring and repair of the uniform or
9 protective clothing, or device shall be paid by the County, in accordance with the current
10 practice.

11 **2.** The County is not obligated to purchase or supply non-specialty safety
12 eyewear and other items as identified in OAR 437-002-0134 Subsections (4)(b)-(e), however,
13 upon an employee's request and subject to prior supervisor approval, the County may in its
14 discretion reimburse an employee up to one-hundred fifty dollars (\$150) for prescription safety
15 glasses that meets the ANSI Z87.1 standard.

16 **B. Coveralls and Boots**

17 All Heavy Equipment Operators, when required to service heavy equipment on
18 the job shall be provided coveralls, laundered as needed, by the County. Employees who are
19 working under such conditions as to make protective rubber boots necessary shall be provided
20 with those boots by the County. Coveralls or smocks will be provided in other jobs in
21 accordance with existing practices.

22 **IV. Loss of Personal Property**

23 **A. Procedure for Advancing Claims**

24 Employees who suffer a loss of personal property on County premises shall be
25 provided a claims form by the Risk Management Division upon request. Premises, for this
26 purpose, are defined as County facilities and vehicles. The Risk Management Division shall
27 provide the requesting employee with a determination in writing by the County of the legal
28 liability the County may have in the matter. The County will pay claims for which it determines
29 it has legal liability.

30 **B. Exclusion of Personal Vehicles**

31 Personal vehicles are expressly excluded from this provision. Loss or damage to
32 employees' personal vehicles is the sole responsibility of the employee.

33 **C. Bed Bugs**

1 The County will reimburse an employee up to five hundred (\$500) for the cost of
2 eradicating bed bugs from their home and personal property as well as up to three (3) paid
3 leave days to deal with the problem. To be eligible for both the reimbursement for eradication
4 and paid leave time, it must be documented including verification from a secondary source that
5 the employee came into contact with bed bugs in the line of duty.

6 **V. Sustainability in the Workplace**

7 The Employer and the Union agree to work toward workplace policies and practices that
8 are in alignment with the Multnomah County Board adopted sustainability principles. Therefore
9 the parties affirm, according to their respective responsibilities, their shared commitment to
10 integrating sustainability in the workplace, use of alternative modes of transportation, and
11 supporting these values in the community. Nothing in this section creates a right of grievance
12 by AFSCME Local 88.

ARTICLE 27**SAVINGS CLAUSE AND FUNDING****I. Savings Clause**

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

II. Funding

A. The parties recognize that revenue needed to fund the wages and benefits and budget related existing conditions provided by the Agreement must be approved annually by established budget procedures. All such wages, benefits, and budget related conditions are, therefore, contingent upon sources of revenue and annual budget certification by the Tax Supervising and Conservation Committee. The County has no intention of cutting the wages, benefits, or budget related existing conditions specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

B. The Board of County Commissioners agrees to include in its annual budget amounts sufficient to fund the wages, benefits, and budget related existing conditions provided by this Agreement, but makes no guarantee as to the certification of such budget pursuant to established budget procedures under Oregon law.

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

ARTICLE 28
ENTIRE AGREEMENT

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The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by Article 4, Management Rights, unless such rights are specifically limited by the Multnomah County Code Chapter 9 or its successor and the Personnel Rules. The County and the Union, for the life of the Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

Nothing in this article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement; nor shall the Union and the County Chair or their designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

IN WITNESS WHEREOF, The Parties hereto have set their hands this 1st day of December, 2022.

MULTNOMAH COUNTY EMPLOYEES UNION, LOCAL 88-0, AFSCME, AFL-CIO (General Unit):



Joslyn Baker, President



Maya Noble, Vice President

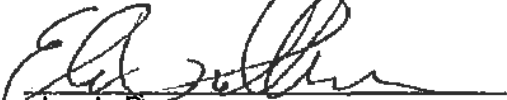


Matthew Davis, Treasurer



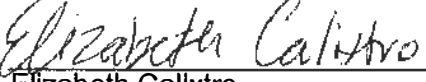
Jackie Vitron, Secretary

NEGOTIATED FOR THE UNION BY:




Eben L. Pullman
Bargaining and Representation
Program Manager
AFSCME Council 75

NEGOTIATED FOR THE COUNTY BY:



Elizabeth Callistro
Labor Relations Manager
Multnomah County, Oregon




Cessa Diaz
Interim Labor Relations Director
Multnomah County, Oregon

MULTNOMAH COUNTY OREGON:




Deborah Kafoury, Chair



Sharon Meieran, Commissioner



Susheela Jayapal, Commissioner



Jessica Vega Pederson, Commissioner



Lori Stegmann, Commissioner

Mike Schmidt

Digitally signed by Mike Schmidt
DN: cn=Mike Schmidt, o=Multnomah
County, ou=District Attorney,
email=Mike.Schmidt@mcda.us, c=US
Date: 2023.05.10 14:31:17 -07'00'

Mike Schmidt, District Attorney



Michael Reese, Sheriff

Michael Reese, Sheriff

REVIEWED:

Jenny Madkour, County Attorney
For Multnomah County, Oregon



Kathryn A. Short
Assistant County Attorney

1 **ADDENDUM A**
2 **JOB PROFILES INCLUDED IN THE**
3 **BARGAINING UNIT WITH PAY RANGES**
4

5 **I. Listing of Job profiles**

6 Job profiles included in the bargaining unit are listed by title in Table I. Bargaining Unit
7 Job profiles and Wage Ranges, July 1, 2022

8 It is understood between the parties that the attached listings of bargaining unit job
9 profiles and pay ranges are a good faith effort at a comprehensive listing of all job profiles and
10 salary ranges in effect on July 1, 2022 These listings are subject to correction if errors in
11 inclusion, exclusion or calculation are discovered.

ADDENEDUM A ; Job profiles, Rates & Ranges
Rates shown represent a 5% COLA increase effective July 1, 2022

Job Code	Job Profile	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6291	Addictions Specialist	21	27.79	28.61	29.45	30.29	31.21	32.09	33.08	34.03
6033	Administrative Analyst	26	32.09	33.08	34.03	35.04	36.06	37.12	38.27	39.38
6035	Alarm Ordinance Coordinator	19	26.25	26.99	27.79	28.61	29.45	30.29	31.21	32.09
6072	Animal Control Dispatcher	14	22.68	23.36	24.05	24.75	25.49	26.25	26.99	27.79
6069	Animal Control Officer 1	14	22.68	23.36	24.05	24.75	25.49	26.25	26.99	27.79
6067	Animal Control Officer 2	20	26.99	27.79	28.61	29.45	30.29	31.21	32.09	33.08
6061	Animal Control Officer 3	23	29.45	30.29	31.21	32.09	33.08	34.03	35.04	36.06
6062	Animal Technician 1	8	20.00	20.00	20.25	20.82	21.42	22.04	22.68	23.36
6065	Animal Technician 2	13	22.04	22.68	23.36	24.05	24.75	25.49	26.25	26.99
6105	Arborist/Vegetation Specialist	23	29.45	30.29	31.21	32.09	33.08	34.03	35.04	36.06
6025	Assessment & Taxation Collection Specialist	19	26.25	26.99	27.79	28.61	29.45	30.29	31.21	32.09
6450	Assessment & Taxation Technician 1	15	23.36	24.05	24.75	25.49	26.25	26.99	27.79	28.61
6451	Assessment & Taxation Technician 2	18	25.49	26.25	26.99	27.79	28.61	29.45	30.29	31.21
6248	Background Investigator	28	34.03	35.04	36.06	37.12	38.27	39.38	40.55	41.79
6344	Basic Skills Educator	23	29.45	30.29	31.21	32.09	33.08	34.03	35.04	36.06
6181	Body and Fender Technician	25	31.21	32.09	33.08	34.03	35.04	36.06	37.12	38.27
6060	Bridge Maintenance Specialist	23	29.45	30.29	31.21	32.09	33.08	34.03	35.04	36.06
6059	Bridge Operator	10	20.25	20.82	21.42	22.04	22.68	23.36	24.05	24.75
6026	Budget Analyst	31	37.12	38.27	39.38	40.55	41.79	43.06	44.36	45.69
6501	Business Process Consultant	33	39.38	40.55	41.79	43.06	44.36	45.69	47.05	48.48
6064	Business Systems Analyst	39	47.05	48.48	49.92	51.46	52.95	54.57	56.19	57.90
6055	Business Systems Analyst Senior	42	51.46	52.95	54.57	56.19	57.90	59.63	61.44	63.25
6147	Carpenter	25	31.21	32.09	33.08	34.03	35.04	36.06	37.12	38.27

ADDENDUM A, JOB PROFILE IN THE BARGAINING UNIT

ADDENEDUM A ; Job profiles, Rates & Ranges
Rates shown represent a 5% COLA increase effective July 1, 2022

Job Code	Job Profile	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6299	Case Management Assistant	12	21.42	22.04	22.68	23.36	24.05	24.75	25.49	26.25
6298	Case Manager 1	16	24.05	24.75	25.49	26.25	26.99	27.79	28.61	29.45
6297	Case Manager 2	21	27.79	28.61	29.45	30.29	31.21	32.09	33.08	34.03
6296	Case Manager Senior	24	30.29	31.21	32.09	33.08	34.03	35.04	36.06	37.12
6003	Clerical Unit Coordinator	19	26.25	26.99	27.79	28.61	29.45	30.29	31.21	32.09
6318	Clinical Psychologist	35	41.79	43.06	44.36	45.69	47.05	48.48	49.92	51.46
6295	Clinical Services Specialist	30	36.06	37.12	38.27	39.38	40.55	41.79	43.06	44.36
6127	Commercial and Industrial Property Appraiser 2	30	36.06	37.12	38.27	39.38	40.55	41.79	43.06	44.36
6128	Commercial and Industrial Property Appraiser Senior	33	39.38	40.55	41.79	43.06	44.36	45.69	47.05	48.48
6046	Community Health Specialist 1	12	21.42	22.04	22.68	23.36	24.05	24.75	25.49	26.25
6047	Community Health Specialist 2	16	24.05	24.75	25.49	26.25	26.99	27.79	28.61	29.45
6013	Community Information Specialist	18	25.49	26.25	26.99	27.79	28.61	29.45	30.29	31.21
6267	Community Works Leader	19	26.25	26.99	27.79	28.61	29.45	30.29	31.21	32.09
6015	Contract Specialist	27	33.08	34.03	35.04	36.06	37.12	38.27	39.38	40.55
6031	Contract Specialist Senior	32	38.27	39.38	40.55	41.79	43.06	44.36	45.69	47.05
6011	Contract Technician	21	27.79	28.61	29.45	30.29	31.21	32.09	33.08	34.03
6260	Cook	12	21.42	22.04	22.68	23.36	24.05	24.75	25.49	26.25
6268	Corrections Counselor	26	32.09	33.08	34.03	35.04	36.06	37.12	38.27	39.38
6264	Corrections Hearings Officer	28	34.03	35.04	36.06	37.12	38.27	39.38	40.55	41.79
6266	Corrections Technician	18	25.49	26.25	26.99	27.79	28.61	29.45	30.29	31.21
7232	Creative Media Coordinator	25	31.21	32.09	33.08	34.03	35.04	36.06	37.12	38.27
6073	Data Analyst	26	32.09	33.08	34.03	35.04	36.06	37.12	38.27	39.38
6456	Data Analyst Senior	32	38.27	39.38	40.55	41.79	43.06	44.36	45.69	47.05

ADDENDUM A, JOB PROFILE IN THE BARGAINING UNIT

ADDENEDUM A ; Job profiles, Rates & Ranges
Rates shown represent a 5% COLA increase effective July 1, 2022

Job Code	Job Profile	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6074	Data Technician	18	25.49	26.25	26.99	27.79	28.61	29.45	30.29	31.21
6407	Database Administrator	37	44.36	45.69	47.05	48.48	49.92	51.46	52.95	54.57
6408	Database Administrator Senior	42	51.46	52.95	54.57	56.19	57.90	59.63	61.44	63.25
6339	Dental Assistant	13	22.04	22.68	23.36	24.05	24.75	25.49	26.25	26.99
6346	Dental Assistant (EFDA)	16	24.05	24.75	25.49	26.25	26.99	27.79	28.61	29.45
6348	Dental Hygienist	34	40.55	41.79	43.06	44.36	45.69	47.05	48.48	49.92
6292	Deputy Public Guardian	27	33.08	34.03	35.04	36.06	37.12	38.27	39.38	40.55
6405	Development Analyst	36	43.06	44.36	45.69	47.05	48.48	49.92	51.46	52.95
6406	Development Analyst Senior	42	51.46	52.95	54.57	56.19	57.90	59.63	61.44	63.25
6340	Dietitian (Nutritionist)	26	32.09	33.08	34.03	35.04	36.06	37.12	38.27	39.38
6278	Digital Forensics Examiner	28	34.03	35.04	36.06	37.12	38.27	39.38	40.55	41.79
6024	Disease Intervention Specialist	19	26.25	26.99	27.79	28.61	29.45	30.29	31.21	32.09
6249	District Attorney Investigator	30	36.06	37.12	38.27	39.38	40.55	41.79	43.06	44.36
6124	Driver	11	20.82	21.42	22.04	22.68	23.36	24.05	24.75	25.49
6052	Economic Development Analyst	34	40.55	41.79	43.06	44.36	45.69	47.05	48.48	49.92
6300	Eligibility Specialist	16	24.05	24.75	25.49	26.25	26.99	27.79	28.61	29.45
6373	Emergency Management Analyst	25	31.21	32.09	33.08	34.03	35.04	36.06	37.12	38.27
6374	Emergency Management Analyst Senior	31	37.12	38.27	39.38	40.55	41.79	43.06	44.36	45.69
6235	Engineer 1	33	39.38	40.55	41.79	43.06	44.36	45.69	47.05	48.48
6236	Engineer 2	37	44.36	45.69	47.05	48.48	49.92	51.46	52.95	54.57
6311	Engineer 3	41	49.92	51.46	52.95	54.57	56.19	57.90	59.63	61.44
6231	Engineering Technician 1	20	26.99	27.79	28.61	29.45	30.29	31.21	32.09	33.08
6232	Engineering Technician 2	24	30.29	31.21	32.09	33.08	34.03	35.04	36.06	37.12

ADDENDUM A, JOB PROFILE IN THE BARGAINING UNIT

ADDENEDUM A ; Job profiles, Rates & Ranges
Rates shown represent a 5% COLA increase effective July 1, 2022

Job Code	Job Profile	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6233	Engineering Technician 3	29	35.04	36.06	37.12	38.27	39.38	40.55	41.79	43.06
6356	Environmental Health Specialist	26	32.09	33.08	34.03	35.04	36.06	37.12	38.27	39.38
6358	Environmental Health Specialist Senior	31	37.12	38.27	39.38	40.55	41.79	43.06	44.36	45.69
6354	Environmental Health Specialist Trainee	22	28.61	29.45	30.29	31.21	32.09	33.08	34.03	35.04
6360	Epidemiologist	29	35.04	36.06	37.12	38.27	39.38	40.55	41.79	43.06
6361	Epidemiologist Senior	34	40.55	41.79	43.06	44.36	45.69	47.05	48.48	49.92
6107	Equipment/Property Technician	19	26.25	26.99	27.79	28.61	29.45	30.29	31.21	32.09
6005	Executive Specialist	20	26.99	27.79	28.61	29.45	30.29	31.21	32.09	33.08
6097	Facilities Maintenance Dispatch/Scheduler	25	31.21	32.09	33.08	34.03	35.04	36.06	37.12	38.27
6010	Facilities Specialist 1	22	28.61	29.45	30.29	31.21	32.09	33.08	34.03	35.04
6017	Facilities Specialist 2	29	35.04	36.06	37.12	38.27	39.38	40.55	41.79	43.06
6016	Facilities Specialist 3	32	38.27	39.38	40.55	41.79	43.06	44.36	45.69	47.05
6258	Facility Security Officer	18	25.49	26.25	26.99	27.79	28.61	29.45	30.29	31.21
6029	Finance Specialist 1	21	27.79	28.61	29.45	30.29	31.21	32.09	33.08	34.03
6030	Finance Specialist 2	26	32.09	33.08	34.03	35.04	36.06	37.12	38.27	39.38
6032	Finance Specialist Senior	32	38.27	39.38	40.55	41.79	43.06	44.36	45.69	47.05
6027	Finance Technician	15	23.36	24.05	24.75	25.49	26.25	26.99	27.79	28.61
6184	Fleet & Support Services Specialist	21	27.79	28.61	29.45	30.29	31.21	32.09	33.08	34.03
6179	Fleet Maintenance Technician 1	15	23.36	24.05	24.75	25.49	26.25	26.99	27.79	28.61
6180	Fleet Maintenance Technician 2	22	28.61	29.45	30.29	31.21	32.09	33.08	34.03	35.04
6182	Fleet Maintenance Technician 3	25	31.21	32.09	33.08	34.03	35.04	36.06	37.12	38.27
6261	Food Service Worker	2	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
6081	GIS Technician	22	28.61	29.45	30.29	31.21	32.09	33.08	34.03	35.04

ADDENDUM A, JOB PROFILE IN THE BARGAINING UNIT

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6082	GIS Technician Senior	26	32.09	33.08	34.03	35.04	36.06	37.12	38.27	39.38
6293	Health Assistant 1	10	20.25	20.82	21.42	22.04	22.68	23.36	24.05	24.75
6294	Health Assistant 2	12	21.42	22.04	22.68	23.36	24.05	24.75	25.49	26.25
6352	Health Educator	25	31.21	32.09	33.08	34.03	35.04	36.06	37.12	38.27
6321	Health Information Technician	17	24.75	25.49	26.25	26.99	27.79	28.61	29.45	30.29
6322	Health Information Technician Senior	20	26.99	27.79	28.61	29.45	30.29	31.21	32.09	33.08
6510	Health Policy Analyst Senior	33	39.38	40.55	41.79	43.06	44.36	45.69	47.05	48.48
6320	Health Resident (Represented)	16	24.05	24.75	25.49	26.25	26.99	27.79	28.61	29.45
6103	Human Resources Analyst 2	29	35.04	36.06	37.12	38.27	39.38	40.55	41.79	43.06
6101	Human Resources Technician	19	26.25	26.99	27.79	28.61	29.45	30.29	31.21	32.09
6301	Human Services Investigator	25	31.21	32.09	33.08	34.03	35.04	36.06	37.12	38.27
6415	Information Specialist 1	24	30.29	31.21	32.09	33.08	34.03	35.04	36.06	37.12
6416	Information Specialist 2	29	35.04	36.06	37.12	38.27	39.38	40.55	41.79	43.06
6417	Information Specialist 3	33	39.38	40.55	41.79	43.06	44.36	45.69	47.05	48.48
6345	Interpreter	15	23.36	24.05	24.75	25.49	26.25	26.99	27.79	28.61
6109	Inventory/Stores Specialist 1	13	22.04	22.68	23.36	24.05	24.75	25.49	26.25	26.99
6110	Inventory/Stores Specialist 2	18	25.49	26.25	26.99	27.79	28.61	29.45	30.29	31.21
6104	Inventory/Stores Specialist 3	20	26.99	27.79	28.61	29.45	30.29	31.21	32.09	33.08
6280	Investigative Support Specialist	18	25.49	26.25	26.99	27.79	28.61	29.45	30.29	31.21
6413	IT Architect	44	54.57	56.19	57.90	59.63	61.44	63.25	65.14	67.16
6285	Juvenile Counseling Assistant	22	28.61	29.45	30.29	31.21	32.09	33.08	34.03	35.04
6272	Juvenile Counselor	27	33.08	34.03	35.04	36.06	37.12	38.27	39.38	40.55
6243	Legal Assistant 1	15	23.36	24.05	24.75	25.49	26.25	26.99	27.79	28.61

ADDENDUM A, JOB PROFILE IN THE BARGAINING UNIT

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Job Code	Job Profile	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6246	Legal Assistant 2	20	26.99	27.79	28.61	29.45	30.29	31.21	32.09	33.08
6241	Legal Assistant Senior	23	29.45	30.29	31.21	32.09	33.08	34.03	35.04	36.06
7222	Librarian	26	32.09	33.08	34.03	35.04	36.06	37.12	38.27	39.38
7212	Library Access Services Assistant	5	20.00	20.00	20.00	20.00	20.00	20.25	20.82	21.42
7211	Library Assistant	16	24.05	24.75	25.49	26.25	26.99	27.79	28.61	29.45
7202	Library Clerk	10	20.25	20.82	21.42	22.04	22.68	23.36	24.05	24.75
7223	Library Outreach Specialist	23	29.45	30.29	31.21	32.09	33.08	34.03	35.04	36.06
6117	Library Safety Liaison	15	23.36	24.05	24.75	25.49	26.25	26.99	27.79	28.61
6100	Lighting Technician	19	26.25	26.99	27.79	28.61	29.45	30.29	31.21	32.09
6149	Locksmith	22	28.61	29.45	30.29	31.21	32.09	33.08	34.03	35.04
6108	Logistics Evidence Technician	20	26.99	27.79	28.61	29.45	30.29	31.21	32.09	33.08
6176	Maintenance Specialist 1	18	25.49	26.25	26.99	27.79	28.61	29.45	30.29	31.21
6177	Maintenance Specialist 2	22	28.61	29.45	30.29	31.21	32.09	33.08	34.03	35.04
6175	Maintenance Specialist Apprentice	15	23.36	24.05	24.75	25.49	26.25	26.99	27.79	28.61
6096	Maintenance Specialist Senior	24	30.29	31.21	32.09	33.08	34.03	35.04	36.06	37.12
6092	Maintenance Worker	12	21.42	22.04	22.68	23.36	24.05	24.75	25.49	26.25
6369	Marriage and Family Counselor	30	36.06	37.12	38.27	39.38	40.55	41.79	43.06	44.36
6309	Marriage and Family Counselor Associate	26	32.09	33.08	34.03	35.04	36.06	37.12	38.27	39.38
6150	MCSO Records Technician	16	24.05	24.75	25.49	26.25	26.99	27.79	28.61	29.45
6012	Medical Assistant	14	22.68	23.36	24.05	24.75	25.49	26.25	26.99	27.79
6333	Medical Laboratory Technician	21	27.79	28.61	29.45	30.29	31.21	32.09	33.08	34.03
6335	Medical Technologist	22	28.61	29.45	30.29	31.21	32.09	33.08	34.03	35.04
6304	Medication Aide (CNA)	13	22.04	22.68	23.36	24.05	24.75	25.49	26.25	26.99

ADDENDUM A, JOB PROFILE IN THE BARGAINING UNIT

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Rates shown represent a 5% COLA increase effective July 1, 2022

Job Code	Job Profile	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6282	Medicolegal Death Investigator	25	31.21	32.09	33.08	34.03	35.04	36.06	37.12	38.27
6365	Mental Health Consultant	30	36.06	37.12	38.27	39.38	40.55	41.79	43.06	44.36
6125	Motor Pool Attendant	9	20.00	20.25	20.82	21.42	22.04	22.68	23.36	24.05
6201	Multimedia/Video Production Specialist	28	34.03	35.04	36.06	37.12	38.27	39.38	40.55	41.79
6410	Network Administrator Senior	42	51.46	52.95	54.57	56.19	57.90	59.63	61.44	63.25
6359	Nuisance Enforcement Officer	25	31.21	32.09	33.08	34.03	35.04	36.06	37.12	38.27
6342	Nutrition Assistant	14	22.68	23.36	24.05	24.75	25.49	26.25	26.99	27.79
6000	Office Assistant 1	5	20.00	20.00	20.00	20.00	20.00	20.25	20.82	21.42
6001	Office Assistant 2	10	20.25	20.82	21.42	22.04	22.68	23.36	24.05	24.75
6002	Office Assistant Senior	15	23.36	24.05	24.75	25.49	26.25	26.99	27.79	28.61
6500	Operations Process Specialist	26	32.09	33.08	34.03	35.04	36.06	37.12	38.27	39.38
6286	Pathologist Assistant	21	27.79	28.61	29.45	30.29	31.21	32.09	33.08	34.03
6270	Peer Support Specialist	13	22.04	22.68	23.36	24.05	24.75	25.49	26.25	26.99
6119	Pharmacy Technician	14	22.68	23.36	24.05	24.75	25.49	26.25	26.99	27.79
6068	Planner 1	25	31.21	32.09	33.08	34.03	35.04	36.06	37.12	38.27
6075	Planner 2	29	35.04	36.06	37.12	38.27	39.38	40.55	41.79	43.06
6078	Planner Senior	33	39.38	40.55	41.79	43.06	44.36	45.69	47.05	48.48
6363	Pre-Commitment Investigator	30	36.06	37.12	38.27	39.38	40.55	41.79	43.06	44.36
7209	Printing Specialist	20	26.99	27.79	28.61	29.45	30.29	31.21	32.09	33.08
6112	Procurement Analyst	27	33.08	34.03	35.04	36.06	37.12	38.27	39.38	40.55
6111	Procurement Analyst Senior	32	38.27	39.38	40.55	41.79	43.06	44.36	45.69	47.05
6115	Procurement Associate	21	27.79	28.61	29.45	30.29	31.21	32.09	33.08	34.03
7230	Production Assistant	8	20.00	20.00	20.25	20.82	21.42	22.04	22.68	23.36

ADDENDUM A, JOB PROFILE IN THE BARGAINING UNIT

ADDENEDUM A ; Job profiles, Rates & Ranges
Rates shown represent a 5% COLA increase effective July 1, 2022

Job Code	Job Profile	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6341	Program Aide	7	20.00	20.00	20.00	20.25	20.82	21.42	22.04	22.68
6200	Program Communications Coordinator	32	38.27	39.38	40.55	41.79	43.06	44.36	45.69	47.05
6178	Program Communications Specialist	25	31.21	32.09	33.08	34.03	35.04	36.06	37.12	38.27
6021	Program Specialist	29	35.04	36.06	37.12	38.27	39.38	40.55	41.79	43.06
6088	Program Specialist Senior	33	39.38	40.55	41.79	43.06	44.36	45.69	47.05	48.48
6020	Program Technician	18	25.49	26.25	26.99	27.79	28.61	29.45	30.29	31.21
6063	Project Manager Represented	34	40.55	41.79	43.06	44.36	45.69	47.05	48.48	49.92
6051	Property Appraiser 1	22	28.61	29.45	30.29	31.21	32.09	33.08	34.03	35.04
6113	Property Management Specialist	27	33.08	34.03	35.04	36.06	37.12	38.27	39.38	40.55
6114	Property Management Specialist Senior	32	38.27	39.38	40.55	41.79	43.06	44.36	45.69	47.05
6089	Public Affairs Coordinator	34	40.55	41.79	43.06	44.36	45.69	47.05	48.48	49.92
6355	Public Health Ecologist	26	32.09	33.08	34.03	35.04	36.06	37.12	38.27	39.38
6093	Public Health Vector Specialist	21	27.79	28.61	29.45	30.29	31.21	32.09	33.08	34.03
6116	Records Administration Assistant	14	22.68	23.36	24.05	24.75	25.49	26.25	26.99	27.79
6151	Records Coordinator	22	28.61	29.45	30.29	31.21	32.09	33.08	34.03	35.04
6157	Records Technician	16	24.05	24.75	25.49	26.25	26.99	27.79	28.61	29.45
6085	Research Evaluation Analyst 1	18	25.49	26.25	26.99	27.79	28.61	29.45	30.29	31.21
6086	Research Evaluation Analyst 2	26	32.09	33.08	34.03	35.04	36.06	37.12	38.27	39.38
6087	Research Evaluation Analyst Senior	34	40.55	41.79	43.06	44.36	45.69	47.05	48.48	49.92
6042	Residential Property Appraiser 2	29	35.04	36.06	37.12	38.27	39.38	40.55	41.79	43.06
6044	Residential Property Appraiser Senior	32	38.27	39.38	40.55	41.79	43.06	44.36	45.69	47.05
6211	Right-Of-Way Permits Specialist	33	39.38	40.55	41.79	43.06	44.36	45.69	47.05	48.48
6245	Sewing Specialist	9	20.00	20.25	20.82	21.42	22.04	22.68	23.36	24.05

ADDENDUM A, JOB PROFILE IN THE BARGAINING UNIT

ADDENEDUM A ; Job profiles, Rates & Ranges
 Rates shown represent a 5% COLA increase effective July 1, 2022

Job Code	Job Profile	Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6098	Striper Operator	19	26.25	26.99	27.79	28.61	29.45	30.29	31.21	32.09
6250	Support Enforcement Agent	20	26.99	27.79	28.61	29.45	30.29	31.21	32.09	33.08
6091	Survey Specialist	33	39.38	40.55	41.79	43.06	44.36	45.69	47.05	48.48
6414	Systems Administrator	37	44.36	45.69	47.05	48.48	49.92	51.46	52.95	54.57
6412	Systems Administrator Senior	42	51.46	52.95	54.57	56.19	57.90	59.63	61.44	63.25
6045	Tax Exemption Specialist	26	32.09	33.08	34.03	35.04	36.06	37.12	38.27	39.38
6076	Transportation Planning Specialist	32	38.27	39.38	40.55	41.79	43.06	44.36	45.69	47.05
6234	Transportation Project Specialist	34	40.55	41.79	43.06	44.36	45.69	47.05	48.48	49.92
6290	Veterans Services Officer	23	29.45	30.29	31.21	32.09	33.08	34.03	35.04	36.06
6066	Veterinary Technician	18	25.49	26.25	26.99	27.79	28.61	29.45	30.29	31.21
6247	Victim Advocate	21	27.79	28.61	29.45	30.29	31.21	32.09	33.08	34.03
6084	Weatherization Inspector	23	29.45	30.29	31.21	32.09	33.08	34.03	35.04	36.06
6336	X-Ray Technician	16	24.05	24.75	25.49	26.25	26.99	27.79	28.61	29.45

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ADDENDUM B**LEAD WORKER ASSIGNMENT AND PAY****I. Duties Defined**

A Lead Worker assignment involves certain limited oversight and administrative duties which are deemed not to warrant a separate job profile. These duties include, but are not limited to: laying out the work for other employees, balancing the work, directing the work, reviewing the work and employee conduct for adherence to standards and rules, and making such reports as may be required to supervisory employees. Lead Workers shall spend a substantial portion of their time (fifty percent (50%) or more) in performing the duties of the base job profile. Normally, the employees directed by a Lead Worker are in the same job profile, but additional job profiles are sometimes involved. An employee assigned to be a Lead Worker will not impose or effectively recommend (as that term is intended in Oregon law) formal discipline, i.e. a letter of reprimand or above. Lead Workers shall not issue oral reprimands. Lead Workers shall not be present when discipline is issued. Lead Workers shall not prepare or issue performance evaluations and any involvement of Lead Workers in performance evaluation shall conform to the restrictions of Article 20, "Section III.D".

II. Assignment, Selection, Modification, and Termination

A. Assignment and selection of Lead Workers shall be at the sole discretion of the County. Lead worker assignments for over sixty (60) continuous days will be posted in the affected work unit for no less than five (5) work days. Lead Worker assignments shall be posted every three (3) years at a minimum. Employees in the work unit interested in the lead worker assignment shall submit a letter of interest to the unit manager and will be considered for the assignment.

B. An employee assigned as a Lead Worker for one (1) year or more shall be given ten (10) days' notice prior to the termination of such an assignment. A copy of the termination notice will be simultaneously given to the Union. Significant modifications of Lead Worker duties deemed by the County to warrant a modification in the amount of compensation shall also be with ten (10) days' notice, with notice to the union of such change. All lead worker assignments will be reviewed for continuation at least annually.

III. Pay

When in the judgment of the County:

A. A new Lead Worker assignment is necessary; or

1 **B.** A substantial modification of an existing Lead Worker assignment warrants a
2 change in compensation, Central Human Resources shall establish a lead pay rate for the new
3 or substantially modified assignment. The current pay rates for the job profiles eligible for the
4 Lead Worker premium shall be calculated by increasing the base hourly pay rates by the
5 approved percentages.

Local 88 Authorized Lead Premiums – As of July 1, 2022

In conformance with Addendum B of the Local 88, AFSCME Collective Bargaining Agreement, the following job profiles are eligible for Lead Premiums:

JCN	TITLE	RATE
6065	Animal Technician 2	10.0%
6067	Animal Control Officer 2	5.0%
6248	Background Investigator	5.0%
6344	Basic Skills Educator	6.8%
6060	Bridge Maintenance Mechanic	6.0%
6059	Bridge Operator	5.0%
6055	Business Analyst/Senior	5.0%
6147	Carpenter	9.0%
6298	Case Manager 1	5.0%
6297	Case Manager 2	5.0%
6295	Clinical Services Specialist	5.0%
6047	Community Health Specialist 2	5.0%
6013	Community Information Specialist	5.0%
6267	Community Works Leader	6.8%
6260	Cook	5.0%
6268	Corrections Counselor	6.8%
6266	Corrections Technician	6.8%
6408	Database Administrator Senior	5.0%
6280	Deputy Medical Examiner	5.0%
6406	Development Analyst Senior	5.0%
6024	Disease Intervention Specialist	5.0%
6124	Driver	5.0%
6300	Eligibility Specialist	5.0%
6356	Environmental Health Specialist	5.0%
6107	Equipment/Property Technician	7.5%
6097	Facilities Maintenance Dispatch/Scheduler	5.0%

1	JCN	TITLE	RATE
2	6016	Facilities Specialist 3	9.0%
3	6258	Facility Security Officer	12.0%
4	6180	Fleet Maintenance Tech 2	5.0%
5	6182	Fleet Maintenance Tech 3	10.0%
6	6301	Human Services Investigator	5.0%
7	6416	Information Specialist 2	5.0%
8	6272	Juvenile Counselor	6.8%
9	7222	Librarian	7.0%
10	7212	Library Access Services Assistant	7.0%
11	7211	Library Assistant	7.0%
12	7202	Library Clerk	7.0%
13	7203	Library Page	7.0%
14	6117	Library Safety Officer	5.0%
15	6108	Logistics Evidence Technician	7.5%
16	6369	Marriage and Family Counselor	5.0%
17	6012	Medical Assistant	5.0%
18	6365	Mental Health Consultant	5.0%
19	6410	Network Administrator Senior	5.0%
20	6001	Office Assistant 2	7.0%
21	6002	Office Assistant Senior	5.0%
22	6119	Pharmacy Technician	5.0%
23	6363	Pre-Commitment Investigator	5.0%
24	6111	Procurement Analyst Senior	6.0%
25	6341	Program Aide	5.0%
26	6021	Program Specialist	5.0%
27	6088	Program Specialist Senior	5.0%
28	6020	Program Technician	5.0%
29	6114	Property Management Specialist Senior	6.0%
30	6093	Public Health Vector Specialist	5.0%
31	6157	Records Technician	5.0%
32	6250	Support Enforcement Agent	10.0%
33	6412	System Administrator Senior	5.0%

ADDENDUM B, LEAD WORKER ASSIGNMENT AND PAY

1	6234	Transportation Project Specialist	5.0%
2	6247	Victim Advocate	5.0%
3	6084	Weatherization Inspector	5.0%

ADDENDUM C**PREMIUM PAY AND OTHER SPECIAL PROVISIONS****All Departments:****I. Commercial Driver's License (CDL)**

New employees and employees who are not at the time of hire required to possess a CDL, but who are at any time thereafter required as a condition of employment in that job profile (or in their regular assignment within that job profile) to initially obtain a CDL, shall be subject to the following terms:

A. License Fees and Expiration

The employee shall be obligated to pay the cost of the required license and for renewals.

B. Written Examination

The employee shall be obligated to pay the cost of each written exam required to obtain the required license. However, the employee will be permitted during regularly scheduled work hours, without loss of pay, to take the first exam of each type needed to obtain the required license. The County will determine the specific date(s) and time(s) for any such exam(s) following consultation with the affected employee(s).

C. Skill (hands-on) Examination

The County will reimburse the employee for the cost of one (1) passed skill examination up to a maximum of one hundred dollars (\$100) if the employee submits proof of payment and the new license to their immediate supervisor for verification within ten (10) days following receipt of the license. At a date(s) and time(s) scheduled by the County, following consultation with the affected employee(s), the County or its representative will deliver to the Multnomah County, Oregon, or Clark County, Washington, site designated by the applicable state's Division of Motor Vehicles, equipment necessary for the taking of the skill examination for the required license.

D. Physical Exams

If the County selects the physicians giving the physical exam required for obtaining or maintaining the required license, the County will pay for the examination. The employee shall determine whether the employee or the County will select the physician and shall inform the immediate supervisor in advance of the exam of their decision.

1 **E. Drug and Alcohol Testing**

2 Employees who are hired or transferred to a position that requires a CDL must
3 submit to a drug or alcohol test prior to performing any safety-sensitive functions and on a
4 random basis thereafter. Only after a negative drug or alcohol test has been received may an
5 employee begin to perform safety-sensitive functions.

6 **F. Failure to Obtain or Maintain the Required License(s)**

7 Employees who fail to obtain or maintain in a current valid status the required
8 commercial driver's license shall be subject to disciplinary action or dismissal in accordance
9 with applicable provisions of the collective bargaining agreement.

10 **G. Status of License**

11 The employee shall make the immediate supervisor aware in writing of the
12 expiration of a driver's license(s) required by the County, and of any event actually or potentially
13 affecting the status of that license (e.g., traffic citation, drunken driving arrest, license
14 suspension or revocation, failure to pass the required medical examination, or expiration of the
15 required medical card, etc.). Such notice shall be given to the supervisor immediately upon
16 expiration of the license or occurrence of the event.

17 **H. Exemptions**

18 The Division Manager of employees in a job profile in which one (1) or more
19 employees are required to possess a commercial driver's license of a particular class may
20 exempt one (1) or more subordinate employees from the requirement that the license be
21 obtained. However, such exemption may be rescinded if, in the employer's judgment, the
22 employee's acquisition and maintenance of such a license is or will be needed to meet
23 operational needs. An employee whose exemption is rescinded shall be given a reasonable
24 period of not less than ninety (90) days in which to obtain their license.

25
26
27 **Department of Community Services (DCS) and Department of County Assets (DCA):**

28 **I. Facilities and Property Management**

29 **A.** Any member of the AFSCME bargaining unit in Facilities, within the Department
30 of County Assets, who requests and is granted a regular shift that begins prior to six (6:00) am,
31 will waive their right to receive the graveyard shift differential. Requests and approvals shall be
32 in writing and will be signed by both the member and the supervisor. Review and approval of

1 schedule requests are subject to the Article 13.V.C.2. criteria and denial/rescission appeal
2 review process.

3 **B.** This provision shall not apply to any schedule change that is not requested in
4 writing by the employee. Schedule changes initiated by a supervisor or manager will be handled
5 in accordance with other applicable terms of this Agreement, included but not limited to Article
6 13.

7 **C.** Effective July 1, 2022, the Carpenter and Locksmith Salary ranges shall be
8 reduced from eight (8) steps down to two (2) steps. This shall be accomplished by retaining
9 steps seven and eight of the 2021-2022 salary schedule and removing steps one through six
10 and applying the COLA identified in Article 14. Any employee below the new entry level step
11 (currently step seven) shall be moved to step seven on July 1, 2022 and will advance to the
12 final step (currently step eight) on their step anniversary date.

13 **II. Transportation and Other Divisions**

14 **A. CDL Drivers**

15 For provisions governing CDL licensure, see "Section I, All Departments," above.

16 **B. Emergency Conditions**

17 Special terms and conditions of employment during periods of emergency shall
18 be governed by the Emergency Conditions Provisions (Department of Community Services
19 and Department of County Assets), Addendum D.

20 **C. Clothing and Equipment**

21 **1. Tools**

22 The County agrees to replace all tools furnished by employees when such
23 tools become damaged beyond usability or stolen on the job. A "proof of loss by theft"
24 statement must be signed by the employee prior to recovery for theft. Management will provide
25 any new special tools required to perform special work.

26 **2. Coveralls and boots**

27 **a.** All Bridge Maintenance Mechanics, Striper Operators,
28 Maintenance Workers, Maintenance Specialist (MS) Apprentices, MS 1, MS 2, and MS
29 Seniors, in Land Use and Transportation will be issued, for County use, two pairs of coveralls
30 which may be exchanged for laundered pairs on a weekly basis.

31 **b.** The County will provide high visibility rain gear to field personnel
32 assigned to the Transportation Division who are required to work outdoors during inclement
33 weather.

1 c. For the purpose of reimbursing for tar, paint, epoxy and cement
2 damage, field personnel assigned to Land Use and Transportation Division and the Fleet
3 Services Section shall, on an annual basis, and upon presentation of a receipt, be eligible for
4 reimbursement up to an amount of three-hundred dollars (\$300) for work shoes or boots. These
5 employees will be required to wear work shoes or boots in compliance with the current
6 American National Standards Institute (ANSI) safety standard for work boots.

7 d. In addition to rain gear, shirts, and jackets currently provided to
8 Animal Care Technicians and Animal Care Aides, the County agrees to purchase waterproof
9 rubber boots for employees' individual use while at work. The County will reimburse Animal
10 Care Technicians and Animal Care Aides on an annual basis up to fifty dollars (\$50) for the
11 purchase of work pants that meet the current dress code requirements for Animal Services.

12 **D. Premium Pay**

13 **1. Chemical Application Right of Way**

14 Persons in a job profile paid lower than a Chemical Applicator Operator in
15 the Road Maintenance Section who are properly licensed by the State of Oregon Department
16 of Agriculture for "Public Pesticide Application Right of Way" and who are assigned to utilize
17 this license to apply chemicals, will be paid a five percent (5%) premium for each hour worked
18 applying the license required chemicals.

19 **2. Enductor (Vactor) Truck**

20 The Maintenance Specialist 1 assigned as the designated operator of the
21 Enductor (Vactor) Truck will receive premium pay at the rate of Two and a Half Percent (2.5%)
22 of base pay.

23 **3. Heavy Equipment**

24 Persons in a lower job profile in the Road Maintenance Section that are
25 assigned to operate a piece of heavy equipment normally operated by a Maintenance
26 Specialist 2 will be paid for work out of class in accordance with the provisions of Article 15,
27 "Section III.A.2" for all hours assigned to operate the heavy equipment. This premium will not
28 apply to any employee volunteered training time.

29 **4. Height Time Bonus Pay**

30 When employees in Land Use and Transportation and Facilities and
31 Property Management work on a structure ninety (90) feet or more above the ground, floor,
32 roadway, roof, or water, whichever surface is closest, and where scaffolding or special safety
33 devices are used, the wage rate for such work shall be double the straight time hourly rate.

1 Furthermore, when Bridge maintenance personnel perform routine maintenance to the
2 Hawthorne Bridge counterweight cables, all work done where a harness is used and workers
3 are working from a hanging basket, the wage rate for such work shall be double the straight
4 time hourly rate for the employees working from inside the basket.

5 When the aforementioned work is performed on an overtime basis or on a
6 holiday, the rate of pay shall be triple the straight time hourly rate.

7 **5. Scoop**

8 Maintenance Workers for hours assigned to operate small loaders (rubber
9 tire loaders less than two (2) cubic yards) will receive premium pay at the rate of fifty cents
10 (\$0.50) per hour.

11 **6. Tractor Mounted Roadside Mower**

12 Maintenance Workers assigned to operate a tractor mounted roadside mower will receive
13 premium pay at the rate of fifty cents (\$0.50) per hour.

ADDENDUM D**EMERGENCY CONDITIONS PROVISIONS****(Department of Community Services and Department of County Assets)****I. Purpose**

The purpose of this addendum is to set forth practice governing wage entitlements during periods of emergency for designated employees in Animal Services, Bridge Maintenance and Operations, Road Maintenance and Fleet Sections.

II. Agreement

A. An emergency is defined as inclement weather or other condition, which in the judgment of the Director of Community Services or Director of County Assets constitutes a present or imminent danger to the health, safety, or property of the people of Multnomah County.

B. During the term of such an emergency, the "work day" for pay purposes shall be the calendar day (midnight to midnight); however, the Department will not schedule shifts overlapping calendar days for the purpose of avoiding overtime pay.

C. An employee sent home during the work day, regardless of whether or not the employee is recalled, shall receive a minimum of eight (8) hours of pay for that work day.

D. The total number of hours worked during the work day, regardless of how divided, shall be added to determine the total number of hours worked for pay purposes during the work day.

E. All hours worked in excess of the employee's regular scheduled hours for the day shall be compensated at the overtime rate of pay. For example, an employee regularly scheduled to work a 4-10 schedule will receive overtime after ten (10) hours in the workday. However, on the first (1st) day of the emergency, any employee sent home and called back within the same work day shall receive an additional two (2) hours of overtime pay in addition to the compensation as computed and paid as the paragraph above.

F. All hours worked during swing and graveyard shifts shall be paid at the contractually required shift differential.

G. In recognition of the difficult conditions required during Addendum D emergencies and the willingness to provide substantial flexibility in directing and scheduling work, employees shall receive a twenty percent (20%) premium for all hours worked during the term of the emergency (will not stack with essential worker premium). Otherwise employees will continue

1 to receive compensation based on their schedule prior to the declaration of emergency. For
2 example, and not to limit the interpretation of this provision, a 4-10 employee regularly
3 scheduled to work Monday through Thursday will receive overtime after ten hours of work in a
4 work Monday through Thursday, will receive double time pay for work on Saturdays and
5 Sundays, and will receive holiday premium and holiday leave for ten (10) hours when working
6 on an observed holiday. With the exception of premium pay required for "Schedule Changes"
7 identified in Article 14.III.A. all other terms of the Collective Bargaining Agreement will remain
8 unchanged.

9 H. While employees are expected to make reasonable efforts to perform the duties
10 of their job during a declared emergency, the County will also make reasonable efforts to
11 accommodate impacted employee requests for leave.

12 I. Employees will not be required to perform an assignment for which they have not
13 been adequately trained and which poses a hazard to the employee's safety and welfare.

ADDENDUM E**AUTO REIMBURSEMENTS AND TRANSIT SUBSIDIES****I. Auto Allowance****A. Payment**

Payment for mileage under this addendum shall be made on a monthly basis, provided the employee has accumulated twenty dollars (\$20) of mileage. No commuting mileage shall be paid by the County under the terms of "Section B" through "Section D" below. In no event will payment be made later than the end of the fiscal year.

B. Incidental Use

An employee who does not drive an automobile as a condition of employment shall be reimbursed at the maximum rate per mile approved by the IRS as a nontaxable expense reimbursement without documentation (which will hereinafter be referred to as "the IRS rate") for miles driven at the requirement of the County.

C. Condition of Employment Use**1. Designation**

The County reserves the right under Article 4, Management Rights, to determine the method of transportation for employees during working hours and may discontinue or add the requirement for employees occupying certain positions to utilize an automobile as a condition of employment provided the employees and Union are notified in writing ten (10) days in advance of the change.

2. Payment

Upon signing of this Agreement an employee who is required to use their personal automobile as a condition of employment shall be paid at the IRS rate and shall also receive a base reimbursement of fifty dollars (\$50.00) per month, twenty-five dollars (\$25.00) per month for part-time employees. To qualify for this reimbursement employees must be assigned to work in the field and to use their personal transportation. In no event, however, shall the aforementioned base payment be made in a month in which an employee drives no miles as a condition of employment.

D. Payment Rules for Alterations in Work Site**1. Temporary reporting place**

All employees are designated a county building as their "regular place of reporting" for purposes of mileage reimbursement, even if they are teleworkers. An employee's

1 mileage and compensation for travel is determined by their assigned “regular place of
2 reporting.” Whenever an employee is temporarily required to report to work at any location
3 more distant from their home than the employee’s regular place of reporting, the employee
4 shall be paid for the use of their personal transportation at the rate provided in “Section B” or
5 “Section C” above as appropriate for additional miles traveled. This provision will not apply
6 when there is a regular change in reporting location as determined by management with ten
7 (10) days written notice to the affected employees and the Union.

8 **2. Secondary reporting place**

9 Whenever an employee reports to their regular place of reporting and is
10 required to use their personal transportation to report for work at another location, the employee
11 shall be paid for the additional miles traveled to and from the secondary reporting place in
12 accordance with “Section B” or “Section C” above as appropriate. The time involved in traveling
13 from the regular reporting place to and from the secondary reporting place to the regular
14 reporting place shall be considered time worked for pay purposes.

15 **II. Incidental Parking**

16 Subject to procedural regulation or supervisory direction as to time, place and
17 circumstances of use, when employees on a non-commuter basis are required to use their
18 automobile for driving into downtown Portland or elsewhere where parking is charged,
19 employees shall be reimbursed for such parking charges.

20 **III. Tri-Met Pass**

21 **A. Statement of Purpose**

22 For the purposes of encouraging employees to use mass transit as part of the
23 County’s ride reduction program under the Oregon Department of Environmental Quality
24 (DEQ)’s Employee Commute Options (ECO) mandate, as well as part of the County’s
25 commitment to limiting traffic congestion and promoting clean air, effective October, 2001, each
26 employee shall be eligible to receive a Tri-Met pass entirely subsidized by the County for the
27 employee’s personal use while employed by the County. Employees’ pass will be inactivated
28 upon their termination of County employment.

29 **B. Scope of Subsidy**

30 **1.** The County will provide a 100% subsidy for employee bus passes.
31 However, the County may require that the employee pay a percentage if the County’s subsidy
32 exceeds the IRS standard for a de minimis employee benefit. It will be the employee’s

1 responsibility to obtain the necessary pass from the Employee Benefits Office. Instructions for
2 obtaining the pass are available on the Benefits new employee page and through Workday.

3 **2.** This program is offered only through Tri-Met. However C-Tran will honor
4 the Tri-Met all zone pass, except for express routes.

5 **C. Procedural Requirements**

6 The procedural requirements for obtaining the pass and verification that the pass
7 has been used solely by the employee shall be the same as apply to managerial employees.
8 Such requirements may change from time to time to ensure efficient and effective
9 implementation of the program.

ADDENDUM F
DEPARTMENT OF LIBRARY SERVICES

The terms of the 2022-2025 Agreement shall apply except as indicated below:

Article 7. Holidays

I. Observed Christmas and New Year Holidays

A. In 2022-2023:

1. The library branches (which includes Central) will observe the Christmas Eve holiday on, Saturday, December 24, 2022; the Christmas holiday on Sunday, December 25, 2022; and the New Year holiday on Sunday, January 1, 2023.

2. The Administration Building and Isom Building will observe the Christmas Eve holiday on Friday, December 23, 2022; the Christmas holiday on Monday, December 26, 20202022; and the New Year holiday on Monday, January 2, 2023.

B. In 2023-2024:

1. The library branches (which includes Central), will observe the Christmas Eve holiday on, Sunday, December 24, 2023; the Christmas holiday on Monday, December 25, 2023; and the New Year holiday on Monday, January 1, 2024.

2. The Administration Building and Isom Building will observe the Christmas Eve holiday on Monday, December 25, 2023; the Christmas holiday on Tuesday, December 26, 2023; and the New Year holiday on Monday, January 1, 2024.

C. In 2024-2025

1. The library branches (which includes Central), the Administration Building and the Operations Center will observe the Christmas Eve holiday on, Tuesday, December 24, 2024; the Christmas holiday on Wednesday, December 25, 2024; and the New Year holiday on Wednesday, January 1, 2025.

II. Other Holiday Exceptions

A. The terms of Article 7 shall apply except as noted above and as follows: During the week of a holiday, the County shall permit part-time employees an opportunity for modification of their work schedule in order to receive a normal pay check, including pro-rated holiday pay, without having to use vacation time or other earned leave.

1 **B. The terms of Article 13 shall apply except:**

2 **1. Section III.A.1.a. and b. Work Days and Days Off**

3 The provisions of this section shall apply subject to management approval with
4 the modification that employees working forty (40) hours per week 5/8, 4/10 or 9/80 schedules
5 are not guaranteed two (2) consecutive days off per week but rather will have work schedules
6 which are designed so that all employees shall have at least two (2) consecutive days off in
7 each two (2) week period. Employees may waive this right by written request to the supervisor
8 with a copy provided to the Union.

9 **2.** The provisions of Section III.A.2 shall not apply.

10 **C. Article 14. Compensation**

11 **1.** To the extent permitted by law, the provisions of Article 14 1.G.2. shall
12 remain in effect for the life of this contract term (2022-2025) in the event Library employees are
13 transferred into an independent Library District pursuant to intergovernmental agreement.

14 **2.** The terms of this article shall apply except:

15 **a. Shift Differential**

16 Payment of shift differential as provided by "Section V" shall not
17 apply. However, the Library acknowledges that work hours past six (6:00) p.m. may require
18 sacrifice on the part of employees. The Library will pay an hourly premium of one dollar (\$1.00)
19 for all hours worked after six (6:00) p.m. until close of business.

20 Shift differential shall be subject to rounding to the nearest quarter
21 of an hour in accordance with the rounding provisions of Article 13, "Section VII.(A)". Shift
22 differential for time worked after 6:00 p.m. will not be paid unless the employee works until 6:08
23 p.m., at which point the employee will be paid shift differential for one quarter (1/4) hour.
24 Similarly, an employee whose shift normally ends at 8:05 p.m. will receive two hours of shift
25 differential for the time between 6:00 p.m. and 8:00 p.m. but will not receive shift differential
26 pay for time worked after 8:00 p.m. unless the employee works until 8:08 p.m., at which time
27 the employee will be paid an additional one quarter (1/4) hour of shift differential.

28 **D. Article 15. Job profile and Pay Ranges**

29 The terms of this article shall apply except:

30 **1. Librarian or Library Assistant performing limited oversight duties**

31 It is recognized that in those branch libraries without both a supervisor
32 and/or administrator/manager a Librarian or Library Assistant may, in the absence of the
33 supervisor, perform such limited oversight tasks as approving leaves of absence and overtime,

1 coaching employees, documenting performance and handling worker's compensation
2 incidents, coordinating the recruiting process, responding to facility emergencies and serving
3 as the contact person for administrative staff. When the period of performance of such limited
4 oversight duties is forty (40) hours or more, an employee in the Librarian job profile shall be
5 paid a five percent (5%) work out of class differential; an employee in the Library Assistant job
6 profile shall be paid according to the provisions of Article 15, Section III A.

7 **2. Employees Substituting in Lower Job profiles**

8 Employees who voluntarily substitute in a lower job profile shall be paid for
9 such time at the top step of the lower salary range unless there is an overlap between the
10 employee's salary range and the lower salary range, in which case the employee would receive
11 their regular rate of pay.

12 **E. Article 22, Shift and Work Assignment**

13 The terms of this article shall apply except:

14 **1. Section III Permanent Shift/Work Assignment**

15 For the purposes of bidding on shift assignments, employees may only bid
16 on shifts that are the same number of hours as their current schedule (i.e. 20-hour employees
17 may only bid on 20-hour shifts, 30-hour employees may only bid on 30-hour shifts, and 40-hour
18 employees may only bid on 40-hour shifts). This restriction does not apply to vacancies/work
19 assignments. Employees may bid on vacancies/work assignments that have more or less
20 hours than their current schedule.

21 **2. Section V. Trial Service Periods**

22 For part-time employees, the one-hundred and twenty (120) day trial
23 service period may be extended sixty (60) additional days by mutual agreement of both parties.

24 **F. Addendum B. Library Person in Charge (PIC) Assignment and Premium Pay**

25 The terms of this addendum shall apply except:

26 **1.** It is recognized that the Library may have need for Person in Charge (PIC)
27 assignments which are deemed not to warrant a separate job profile or work out of class pay.
28 Staff who accept these assignments will do so on an "Opt-in" basis, meaning the employee
29 voluntarily accepts such assignment and its responsibilities. No employee can be required to
30 serve in such assignment without their agreement, and may opt out at any point by
31 communicating to Library management. A PIC's primary duty is to respond to patron incidents
32 that disrupt library operations. An employee trained as a PIC shall be paid a ten percent (10%)
33 differential for all time worked as a PIC.

1 **2.** If the employee’s base job profile has a lower pay grade than step 1 of the
2 assigned grade for the Library Assistant job profile, then the employee will be paid at step 1 of
3 the Library Assistant grade first, and then the PIC differential (10%) will be added.

4 **3.** The parties will continue to negotiate terms and conditions related to PIC
5 responsibilities and assignments at impacted library branches not covered by the Central
6 Library MOA.

ADDENDUM G**DEPARTMENT OF COMMUNITY JUSTICE****I. Scheduling**

A. Any employee of the Department of Community Justice, upon request and approval of their supervisors, shall establish a work schedule that is approved by their supervisors and that is responsive to the demands of their job. Such schedule shall be limited to a forty (40) hour work week.

If the work week is within the forty (40) hour cap, all hours worked shall be at the flat rate, on an hour for hour basis, regardless of the starting time, day worked, or length of the work day. Split work weeks, varied starting and ending time for shifts, and split shifts shall be permitted.

B. Variations of the established work schedule shall be approved by the supervisor.

C. Employees receiving "after hours work calls" may respond. If responding to after-hours calls, employees will "adjust" their work schedule, hour for hour, within the forty (40) hour work week with the approval of their supervisors.

II. Shift Bidding for 24-hour, Seven-Day Operations**A. Annual Bidding**

Annual shift bidding shall take place in November of every year and the new schedule shall be implemented in the following January. All shifts will be open to bidding and posted as forty (40) hour shifts. The order of bidding shall be based on seniority within the job profile. If two employees are approved by management to job share, they may choose which of their respective positions they wish to split. The resulting vacant position shall then be available to be bid on by other employees.

B. Vacancies Following Annual Shift Bid

Any vacancy within the unit of more than ninety (90) days that occurs subsequent to the annual shift bid shall be posted in the unit. The vacant position shall be filled by the most senior employee of those who express interest. The position vacated by that employee will then be posted within the unit and the process will be repeated. This process will be repeated one (1) more time for a total of three (3) postings. The remaining vacant position will be filled by a lateral transfer or new hire for the remainder of the bid year.

1 **III. Vacation Requests for 24-hour, Seven-day Operations**

2 **A.** For work units that operate on a twenty-four (24)-hour, seven (7)-day schedule,
3 vacation requests for the upcoming calendar year may be submitted at the time of the
4 November shift bid. Management shall grant or deny these initial requests by December 31 of
5 the current year. If two (2) or more vacation requests are submitted for the same days and
6 times, the employee with the most seniority shall be granted the request. Each employee will
7 be allowed to exercise the right of seniority for one (1) of their vacation bid requests in a
8 calendar year. Pending supervisor approval, the remaining requests may be granted if
9 coverage can be found.

10 **B.** All subsequent requests shall be considered on a “first come, first served” basis;
11 if two (2) or more vacation requests are submitted for the same days and times, preference will
12 be given to the request that was submitted first, as verified by a date stamp. If two (2) or more
13 requests are submitted at the same date and time, the more senior employee’s vacation
14 request will be granted. Each employee will be allowed to exercise the right of seniority for one
15 (1) of their “first come, first served” vacation requests in a calendar year. Employees shall
16 submit requests as early as possible, and no later than two (2) weeks before the first (1st) day
17 of the requested leave. Both parties agree that minimal staffing of all shifts must be maintained.

18 **IV. Holidays**

19 Because of the complexity of scheduling, and the participatory scheduling process
20 involved for certain employees of the Department of Community Justice, any employee who is
21 offered a holiday off on an observed holiday but chooses to self-schedule themselves on that
22 day shall be granted a personal holiday in lieu of any other holiday observance or pay. This
23 personal holiday shall be used within the fiscal year but in no event more than four (4) months
24 from the date of the holiday.

25 **V. Community Works Leader**

26 Employees assigned as Community Works Leaders shall be reimbursed up to three-
27 hundred and fifty dollars (\$350) per fiscal year for work boots, daypacks, and/or rain gear as
28 follows:

29 **A.** Work boots must meet Forest Service standards. Employees may have their old
30 boots resoled instead of buying a new pair. The same maximum reimbursement standard
31 applies. Staff who choose to not purchase their own work boots may use client boots from the
32 Department of Community Justice.

1 **B.** Daypacks must be capable of carrying the necessary safety items for daily work
2 crews. Staff who choose not to purchase their daypacks may use one of the Department of
3 Community Justice's daypacks.

4 **C.** Staff who choose to not purchase their own rain gear may use County issued rain
5 gear from the Department of Community Justice.

6 **D.** In order to qualify for reimbursement, employees must average thirty percent
7 (30%) time in the field with crews. Reimbursed equipment shall be considered property of the
8 County. Employees leaving County employment may purchase their boots at a pro-rated cost.

9 **VI. Recognizance Unit**

10 Determining the first (1st), second (2nd) and third (3rd) days of rest for purposes of
11 overtime and double time shall be in conformance with the Memorandum of Exception
12 executed by the parties on September 20, 2012 and shall be incorporated herein by reference.

ADDENDUM H
DRUG AND ALCOHOL POLICY

I. Drug Free Workplace Act

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

II. Statement of Principle and Notice of Policy

A. The County and the Union jointly recognize that alcohol and drug use by an employee which adversely affects job performance may constitute a serious threat to the health and safety of the public, the employee, and coworkers.

B. The County recognizes that employees are the organization's most valuable resource and is committed to supporting their safety, health, and well-being. Substance Use Disorder (SUD) is recognized as an illness that can be abated through drug screening, education, treatment, and rehabilitation. To that end, employees struggling with drug or alcohol use are encouraged to seek professional assistance and/or County-provided resources (e.g., EAP). All requests for assistance and the results of treatment and counseling shall be kept confidential as reasonably possible.

C. The County is committed to maintaining effective communication in regards to the application of this article's provisions. As such, the County will convene a labor management committee on an annual basis upon request, to discuss any questions or concerns that may arise during the term of this contract. The terms of this article shall remain active during such discussion and this section does not constitute a reopener.

III. Holders of Commercial Drivers Licenses

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

IV. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

1. While on duty, on County premises, or operating County vehicles employees shall obey the work rules listed in "Section B" below. As with all work rules, violations may result in discipline per the provisions of Article 17, Disciplinary Action.

1 **2.** Employees will not be subject to discipline or removal from the On-call
2 and/or Temporary employee lists for seeking treatment for alcohol or drug dependency.
3 However, employees will be held fully accountable for their behavior. Seeking treatment will
4 not mitigate discipline for rule violations or other unacceptable conduct caused by such
5 dependency.

6 **B. Work Rules**

7 **1. Possession, consumption, solicitation and distribution of alcohol**
8 **and drugs while on duty:**

9 Employees shall:

10 **a.** Not possess, consume, manufacture, solicit or distribute, cause to
11 be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when
12 lawfully required as part of the job. An exception will be sealed alcohol containers for gift
13 purposes; managers must be notified when such containers are brought to the work place. The
14 “work place” includes vehicles parked on County property.

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

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

20 **d.** Not possess or consume prescription medications without a valid
21 prescription.

22 **2. Possession, consumption, solicitation and distribution of alcohol**
23 **and drugs while off duty on County premises:**

24 Employees shall:

25 **a.** Not use, possess, solicit or distribute illegal drugs.

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

27 **3. Fitness for duty:**

28 Employees shall:

29 **a.** Not report for duty while “under the influence” of alcohol or drugs.
30 An individual is considered to be “under the influence” of alcohol if a breathalyzer test indicates
31 the presence of alcohol at or above the .04% level. An individual is considered to be “under the
32 influence” of drugs when testing indicates the presence of controlled substances at or above
33 the levels applying to CDL holders.

1 **b.** Not render themselves unfit to fully perform work duties because of
2 the use of alcohol or illegal drugs, or because of the inappropriate use of prescription or non-
3 prescription medications.

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

7 **d.** Not be absent from work because of the use of alcohol or illegal
8 drugs, or because of the inappropriate use of prescription or non-prescription medications,
9 except when absent to participate in a bona fide assessment and rehabilitation program while
10 on FMLA and/or OFLA leave.

11 **e.** Inform themselves of the effects of any prescription or non-
12 prescription medications by obtaining information from health care providers, pharmacists,
13 medication packages and brochures, or other authoritative sources in advance of performing
14 work duties.

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

22 **4. Cooperation with Policy Administration:**

23 Employees shall:

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

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

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

4 d. Complete any assessments or treatment programs required under
5 this Policy.

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

9 f. Disclose promptly (upon the next working day) and fully to their
10 manager:

11 i. All drug or alcohol related arrests, citations, convictions,
12 guilty pleas, no contest pleas or diversions which resulted from conduct which occurred while
13 the employee was on duty, on County property, or in a County vehicle; or

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

18 **C. Levels of Discipline**

19 1. The level of discipline imposed on regular status employees for violation
20 of the Alcohol and Drug Policy Work Rules above or other violations resulting from the use of
21 alcohol or drugs will be according to the provisions of Article 17, Disciplinary Action.

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

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

29 a. carrying firearms

30 b. work in the criminal justice system

31 c. responsibility for public safety or the safety of co-workers

32 d. handling narcotics or other controlled substances

33 e. handling hazardous equipment or materials

1 f. influencing the behavior of minors

2 g. holding a CDL

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

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

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

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

16 iii. the signatures of the employee's manager, the employee,
17 and the employee's Union representative.

18 b. The offer of a Last Chance Agreement will not set precedent for the
19 discipline of other employees in the future. Any discipline incorporated in a Last Chance
20 Agreement may not be grieved under the provisions of Article 18, Grievance Procedure.

21 **D. Mandatory Assessment and Treatment**

22 1. Employees who are disciplined for conduct which is related to the use of
23 alcohol or drugs may be required to undergo assessment and to complete a program of
24 education and/or treatment prescribed by a Substance Abuse Professional selected by the
25 County. Employees who test positive for alcohol or controlled substances may be required to
26 undergo assessment at management's discretion, regardless of whether disciplinary action has
27 been taken or a Last Chance Agreement entered into.

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

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

1 **E. Return to Work Testing**

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

6 **V. Testing**

7 **A. Basis for Testing:**

8 1. All employees may be tested:

9 a. Where objective and specific facts and observations have been
10 identified by a manager that has successfully completed the County’s drug and alcohol training
11 for supervisors and managers to establish reasonable suspicion of being “under the influence”
12 of alcohol or prohibited drugs ;

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

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

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

19 3. Consistent with Federal law, employees in safety sensitive positions,
20 including but not limited to holders of CDL’s and Bridge Operators, shall be subject to the
21 testing requirements of federal law, in addition to the requirements herein which apply to all
22 employees. For example, unlike other employees, employees in safety sensitive positions will
23 be subject to legally required random testing and testing following certain kinds of accidents.

24 **B. Establishing Reasonable Suspicion**

25 1. Definition:

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

1 **2. Manager training:**

2 The County will provide training to all managers on establishing
3 reasonable suspicion and the nature of alcohol and drug dependency. Managers who have not
4 been trained will not have the authority to direct employees to be tested on the basis of
5 reasonable suspicion of being under the influence.

6 **3. Lead Workers:**

7 When no manager is immediately present, lead workers who oversee day-
8 to-day work activities are "managers" for the purposes of establishing reasonable suspicion
9 and directing employees to be tested on that basis. This provision applies to lead workers who
10 supervise or act as lead workers as part of their job description, as well as to those who receive
11 premium pay under Addendum B, Lead Worker Assignment and Pay. Lead Workers who have
12 not received the County's drug and alcohol training for supervisors and managers will not have
13 the authority to direct employees to be tested on the basis of reasonable suspicion of being
14 under the influence.

15 **4. Additional Precautions:**

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

18 **a.** The manager shall articulate orally a summary of the specific facts
19 which form the basis for believing that the employee is under the influence of drugs or alcohol;
20 and

21 **b.** The manager shall provide upon request within forty-eight (48)
22 hours of the oral determination of "reasonable suspicion" a written specification of the grounds
23 for reasonable suspicion; and

24 **c.** Except in field or shift circumstances which render contact difficult,
25 no manager shall refer an employee for a drug or alcohol test based on "reasonable suspicion"
26 unless the manager has consulted with another manager or managerial person regarding the
27 grounds for the suspicion.

28 **C. Testing Methodology**

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

33 **1. Drug Testing**

1 **a.** Drug tests are conducted using urine specimens. In accordance
2 with CDL standards, the County will contract with a medical doctor trained in toxicology to act
3 as an MRO (Medical Review Officer). In the case of positive tests, the MRO will attempt to
4 contact employees to review preliminary positive test results with employees and any relevant
5 health care providers before the results are reported to the County. Based on the MRO's
6 professional judgment, they may change the preliminary test result to negative. The County will
7 not be able to distinguish a test result that is negative by MRO intervention from any other
8 negative result.

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

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

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

22 **2. Alcohol Testing**

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

28 **b.** Alcohol confirmation tests are considered final, they may not be
29 appealed.

30 **3.** Test reports are medical records, and will be handled according to
31 applicable state and federal law and County Administrative Procedures which insure the
32 confidentiality of such records.

1 **VI. Definitions**

2 **A. Alcohol:**

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

5 **B. Controlled Substance:**

6 All forms of narcotics, depressants, stimulants, analgesics, hallucinogens, and
7 cannabis, as classified in Schedules I V under the Federal Controlled Substances Act (21 USC
8 § 811 812) as modified under ORS 475.035, whose sale, purchase, transfer, use, or
9 possession is prohibited or restricted by law.

10 **C. County:**

11 Multnomah County, Oregon.

12 **D. Drug Paraphernalia:**

13 Drug paraphernalia means any and all equipment, products, and materials of any
14 kind, as more particularly defined in ORS 475.525(2), which are or can be used in connection
15 with the production, delivery, or use of a controlled substance as that term is defined by ORS
16 475.005.

17 **E. Drug Test:**

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

20 **F. Drugs:**

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

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

27 A medical doctor trained in toxicology who contracts with employers primarily to
28 review positive preliminary drug test results with employees. The MRO determines whether or
29 not the results are likely to have been caused by factors other than a substance use disorder.

30 **H. On Duty:**

31 The period of time during which an employee is engaged in activities which are
32 compensable as work performed on behalf of the County, or the period of time before or after

1 work when an employee is wearing a uniform, badge, or other insignia provided by the County,
2 or operating a vehicle or equipment which identifies Multnomah County.

3 **I. Prescription Medication:**

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

6 **J. Reasonable Suspicion of Being under the Influence of Drugs or Alcohol:**

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

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

9 A licensed physician, or licensed or certified psychologist, social worker,
10 employee assistance professional, or addiction counselor with knowledge of and clinical
11 experience in the diagnosis and treatment of alcohol and controlled substance-related
12 disorders.

13 **L. Under the Influence of Alcohol:**

14 See "Section III. B. 3" above.

15 **M. Under the Influence of Drugs:**

16 See "Section II. B. 2" above.

17 **VII. Sample Last Chance Agreement:**

18
19 **LAST CHANCE AGREEMENT**

20
21 The following agreement is entered into between Multnomah County and the Employee. Failure
22 on the part of the employee to meet the expectations below will result in the termination of their
23 employment with the County.

24
25 1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if
26 required, I shall immediately enroll and continue in a bona fide alcohol/drug inpatient or
27 outpatient rehabilitation program approved by the County. I fully understand that should I fail
28 to complete either the inpatient or outpatient program or fail to stay in good standing with the
29 maintenance and/or aftercare program, my employment with the County will be terminated.

30 2. I agree to comply with and complete the conditions of my " Treatment Plan", which may
31 include participation in a maintenance or aftercare program as recommended by my treatment
32 counselor. If I must be absent from my aftercare or maintenance program, I must notify the
33 County. The County has my permission to verify my attendance at required meetings. If I do

1 not continue in the aftercare or maintenance program, I understand that my employment will
2 be terminated.

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

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

12 5. I agree to return to work upon successful completion of an alcohol/drug rehabilitation
13 program if my substance abuse counselor requires inpatient treatment. If enrolled in outpatient
14 treatment, I may return when I am substance free and in good standing in my maintenance
15 program, at such time as recommended by my treatment counselor.

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

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

20 8. I realize that violation of the drug and alcohol rules and/or policies at any time in the
21 future is cause for termination without a pre-termination hearing.

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

24

25 **Disciplinary Action**

26 I understand that the disciplinary action imposed in the attached letter may not be grieved under
27 the grievance procedure in the Local 88 contract.

28

29 **Personal Commitment**

30 I pledge and agree to abide by the terms of this agreement. I understand that a violation of or
31 noncompliance with any of these terms will result in my being terminated without the right to a
32 pre-termination hearing. Further, I pledge to remain free of all illegal drugs and also not to
33 engage in harmful/inappropriate use of legal drugs (including alcohol). I hereby consent to the

1 County's contacting any treatment or health care provider who may have information on my
2 alcohol or drug dependency condition and/or compliance with the terms of this agreement and
3 authorize the provider to furnish such information to the County.

4
5 I understand the terms and conditions of this letter. I also understand that, except as expressly
6 stated in this agreement, my terms and conditions of employment will be determined by the
7 County's policies, rules, and the CBA, and that this agreement does not guarantee me
8 employment for any set period of time. I have had sufficient time to study it away from the work
9 place and to consult anyone I desire about it. I sign it free of any duress or coercion. This letter
10 will become part of my personnel file.

11
12 _____
13 (Employee) (Date) (Managerial Employee with (Date)
14 Disciplinary Authority**)

15 _____
16 (Labor Representative) (Date) (Employee's Immediate Manager***) (Date)

17
18 _____
19 (Multnomah County (Date)
20 Labor Relations, if applicable*)

21
22 Footnotes:

- 23 * Necessary only if terms of the Labor Agreement are waived or excepted.
24 ** Always necessary.
25 *** Optional in cases in which immediate manager does not have termination authority

ADDENDUM I
OFFICE OF THE SHERIFF (MCSO)

I. Sign-Up

A. Vacation

1. The method of vacation selection shall be in accordance with the provisions of Article 8 and employees shall choose their vacation dates in order of County Seniority. Vacation selection shall either be made at the time of the annual shift bid or at a later date in a timely manner. Each unit manager shall provide a written policy for determining how many employees may be scheduled for vacation on any given day or shift and notify staff before the vacation sign-up begins.

2. At their discretion, managers may make necessary modifications during the year to accommodate the needs of their individual units when circumstances beyond their control occur, such as budget cuts, layoffs or unexpected vacancies. Management will grant additional leave requests after the vacation sign-up is completed on a first come, first serve basis within their established written guidelines.

3. Employees in the Facility Security Officers (FSOs) job profile shall bid for vacation yearly as follows:

- a. Based on County Seniority;
- b. Based on calendar year;
- c. Sign-ups will take place during the last quarter of the preceding calendar year;
- d. May bid for the amount of vacation leave they are entitled to accrue in the coming calendar year;
- e. May submit one request for every whole week of annual vacation accrual that they will be entitled to in the coming calendar year;
- f. Each request shall be at least one work day long, and only 1 block of time per request.
- g. After the bid is complete, vacation time will be granted on a first-come first served basis.

1 **B. Shift and Vacancy**

2 **1. Programs and Close Street Unit:**

3 **a.** Filling a vacancy that occurs as a result of a change in work
4 assignment within the work unit, a change in shift, or as a result of a vacancy (as defined by
5 Article 22.I.A-D) shall be based on job profile seniority. Work Assignment is defined as work
6 site location which is a MCSO facility (MCDC, MCIJ). Work Unit is defined as the Programs
7 Unit within the Facility Services Division in MCSO. Shift is defined by both the hours and the
8 days worked either on or off (i.e. "C" shift Tuesday- Saturday or "C" shift Sunday/Monday off).

9 **b.** There shall be an annual sign-up for work location, shift and days
10 off by job profile seniority as defined by Article 2.VI, for all MCSO Corrections Counselors
11 except those assigned to the Close Street Program and separately for all MCSO Corrections
12 Technicians except those assigned to the Close Street Program_for placement to occur at the
13 beginning of the calendar year. If a vacancy occurs (as defined by Article 22.I) or a need arises
14 to change shifts, days off or work location other than at the beginning of the calendar year, then
15 the provisions of Article 22.VI.A apply so that management will seek qualified volunteers based
16 on job profile seniority. If there are no volunteers, the least senior qualified employee changes
17 work location, shift or days off. Or if a ninety (90)-day or less vacancy occurs, Article 22.II.A
18 applies so that management can make a short term assignment (as defined in that Article) at
19 their discretion. All other provisions of Article 22 shall apply.

20 **2. MCSO Facility Security Unit**

21 **a.** The annual shift selection for members in the MCSO Facility
22 Security will be completed before November 30th. If the annual shift bid cannot be completed
23 by November 30th, the Unit Manager will notify the union in writing as early as possible, but
24 no later than November 20th."

25 **b.** Facility Security Officers who have completed or will complete their
26 trial service period prior to March 31st for the year that the selection is implemented will be
27 eligible to participate. members who complete their trial service period after March 31st will be
28 allowed to select from any remaining open shifts upon completing trial service.

29 **c.** Shift selection shall be processed by job profile seniority via an
30 online live bid, and eligible Facility Security Officers will be allowed to select their shift and days
31 off.

32 **d.** Upon completion of the annual bid, employees will be afforded an
33 opportunity to select their preference for work location; provided however, that final

1 determination in these matters is management's discretion. Assignments excluded from this
2 process include:

- 3 • All Facility Security Officers assigned to "G" Shift
- 4 • All Facility Security Officers assigned to "Mid" Shifts
- 5 • All Facility Security Officers assigned to Library positions
- 6 • All Facility Security Officers assigned to the Multnomah County
7 Central Courthouse
- 8 • The Facility Security Officer assigned to the Gateway Center

9 **e.** As this is a building selection preference, management reserves
10 the right to reassign members from their selected work location to meet the business needs of
11 the Unit.

12 **f.** Throughout the year, to limit movement, if a temporary vacancy
13 requires overtime, the overtime will be posted at the vacated facility whenever practicable. If
14 excess staff at one location dictates that a move would eliminate or limit overtime, the shift
15 Lead assigned, can move someone to backfill based on seniority volunteers, established
16 rotation plan, or if no members volunteer for the move, the lowest in seniority employee
17 regularly assigned to the shift. Involuntary schedule changes must still comply with Article 13.

18 **g.** Rotations to new assignments shall be completed annually during
19 the first full week in February to align with the annual vacation bid.

20 **3. All 24/7 Units:**

21 **a.** All twenty-four (24) hour, seven (7) day a week units in the Sheriff's
22 Office will bid annually for shifts and days off in the following manner unless otherwise
23 indicated:

24 **i.** Annual shift bids and days off shall be posted two (2) weeks
25 before the sign-up begins at each work location along with an updated list of staff members by
26 their job profile seniority.

27 **ii.** The annual shift bid will begin no later than December 1st of
28 every year. If the annual shift bid cannot begin by December 1st, the manager of that unit will
29 notify the union in writing by November 30th.

30 **iii.** Each employee will have no more than two (2) complete
31 shifts to make their selection of shift and days off. However, the bid shall be given to the next
32 member as soon as possible after signing up to expedite the process. If a member is on their
33 days off, the bid will stop and wait for their return.

1 iv. Employees who will be gone on a leave of absence, other
2 leave or vacation of three (3) or more days will submit in writing to their manager three (3)
3 choices for shift and days off, numbering them by one (1) being their first choice, two (2) being
4 their second choice and three (3) being their third choice for available shifts and vacation days.
5 Members shall be allowed to call or authorize their manager to call them at home to sign-up if
6 they are gone for more than three (3) days during the shift bid process.

7 v. New shifts will be implemented no later than the following
8 February 1st, annually.

9 vi. Employees in the Auxiliary Services Unit will additionally be
10 afforded an opportunity to express a preference for work assignment and or location; provided
11 however, that final determination in these matters is management's discretion.

12 **II. Shift Trades (Time Exchanges)**

13 Shift trades shall be allowable subject to the terms and conditions of Special Order 12-
14 19 dated August 7, 2012.

15 **III. Uniforms**

16 Records Unit employees required to wear uniforms shall receive, upon hire into the unit,
17 a uniform allowance of one hundred dollars (\$100) and thereafter all requests for additional
18 uniforms shall be approved by MCSO Records Unit Manager(s) prior to ordering.

19 **IV. Overtime and Double Time**

20 Determining the first (1st), second (2nd) and third (3rd) days of rest for purposes of
21 overtime and double time shall be in conformance with the Memorandum of Exception
22 executed by the parties on September 20, 2012 and shall be incorporated herein by reference.

23 **V. Facility Security Unit Lead Worker Assignments**

24 The Facility Security Unit Lead Worker selection process shall be conducted in the
25 following manner:

26 A. The Facility Security Unit management shall post notification and selection of the
27 upcoming vacant Lead Worker assignments prior to the Units Annual Shift selection process.

28 B. The assignment of a Lead Worker shall be considered a special assignment with
29 a duration of three (3) years maximum.

30 C. The three (3) year maximum does not preclude eligible members of the Facility
31 Security Unit from re-applying for consideration.

1 **D.** Lead workers will choose assignments annually, in order of job profile seniority.
2 Additionally, Management reserves the right to reassign the Lead Worker assignments at the
3 initial signup based on the business needs of the unit.

4 **E.** Written performance evaluations of all Lead Worker positions will be conducted
5 annually. Management retains the right to modify, suspend or terminate an individual's
6 appointment to a Lead Worker assignment with the required contractual notice.

7 **F.** Pursuant to Article 13 Management preserves the rights to alter a Lead Workers
8 shift assignment for Lead training and evaluation purposes.

ADDENDUM J
HEALTH DEPARTMENT

I. School-Based Employees

A. School-based bargaining unit members who verify to the program manager a combination of work and vacation by May 7 to be in a paid status equal to their budgeted FTE throughout the summer, shall not be laid off.

B. Bargaining unit members who do not have work available in their academic calendar year school-based work site or who choose not to work outside of their school-based site will be laid off during school closure for the summer.

C. Bargaining unit members who are laid off may be called back as regular employees as provided in Section H. Summer Work/Effect of Refusal. Employees working for the length of the academic school calendar year, upon recall, shall not realize a loss of countywide or job profile seniority due to the two (2) months annual layoff.

D. Limitation on Bumping and Recall from School-Based

1. Notwithstanding any other provision of this agreement, bumping by or recall of bargaining unit members who, for administrative purposes, are inside the County's school-based program shall be limited to positions inside the school-based program if the County declares in writing at the time layoff notice is given to the affected employee that the layoff is of limited duration due to summer school closure.

2. If business needs require the County to reduce a school-based position from year-round (twelve months) to academic school calendar, the County will first look for volunteers among the year-round employees in the affected job profile to determine whether there are any employees willing to have a reduced schedule. If there are no volunteers willing to change to an academic school calendar schedule, the year-round school-based employee with the lowest countywide seniority date in the affected job profile will be reduced.

E. Administrative Purposes Defined

For purposes of this section "administrative purposes" means that the employee ordinarily files their payroll time sheet with the school-based program.

F. Deviation from Seniority Order for Layoff or Recall/Effect on Seniority and Insurance Benefits

When implementing limited duration layoff or recall from such layoff the County may deviate from the normal order of seniority layoff or recall otherwise required by the parties'

1 collective bargaining agreement. Such deviation shall not be for a period exceeding twenty-
2 one (21) calendar days. A more senior employee who would have been retained or recalled
3 but for the departure from normal seniority order of layoff or recall may use vacation or leave
4 without pay for the period between the date the employee would have bumped or been recalled
5 under normal procedures and the effective date of the general school-based health summer
6 layoff or recall as determined by the School-Based Manager. In addition, such employees will
7 accrue seniority and be eligible for medical and dental insurance coverage as though they were
8 laid off or recalled in accordance with normal layoff or recall procedures.

9 **G. Trial Service Employees**

10 The initial trial service of an employee on probation when a limited duration layoff
11 takes effect shall be frozen over the summer and shall resume, if the employee is recalled to
12 work, at the commencement of the next school year. This shall not apply if the County notifies
13 the employee that their initial trial service has been terminated.

14 **H. Summer Work/Effect of Refusal**

15 Bargaining unit members in School-Based Program who perform bargaining unit
16 work for the County while on limited duration layoff during summer school closure shall be paid
17 at the same wage step they held when the limited duration layoff took effect. They shall also
18 be employed pursuant to the terms and conditions of the collective bargaining agreement and
19 receive all benefits/entitlements specified in the collective bargaining agreement as they do
20 during the regular school year with the exception of "Section IV" of Article 21 and Article 11
21 Health and Welfare Benefits (see "Section M" of this Addendum for health and welfare benefits
22 coverage). Employees on limited duration layoff who are working are not eligible for lead pay
23 unless working in a lead assignment in school-based program. An employee may refuse to
24 accept work that is offered, with the understanding that such refusal may affect eligibility for
25 unemployment compensation.

26 **I. Payoff or Carryover of Accumulated Vacation and Last Paycheck**

27 1. Notwithstanding any other provision of this agreement, an employee
28 subject to limited duration layoff in school-based program may request payoff of some or all of
29 their accumulated vacation. Such requests shall be made in writing to the School Based
30 Manager, the Department's Human Resource Manager and Payroll Manager of the
31 Department of County Management within three (3) days after the employee receives notice
32 of limited duration layoff. Payout of some or all of the employee's accrued vacation shall be
33 made on the employee's regular bi-monthly paycheck received on June 30, and is subject to

1 required/authorized tax withholdings and deductions. In the absence of such notice, vacation
 2 will be carried on the books over the summer unless the employee is subsequently terminated
 3 or resigns. In such case, normal provisions relating to vacation payoff shall apply.

4 **2.** Unpaid wages due when the school-break limited duration summer layoff
 5 begins shall be made in the ordinary course in the employee's bi-monthly paycheck, and is
 6 subject to required/authorized tax withholdings and deductions, as allowed under OAR 839-
 7 001-0420(6). (For example, school-based employees that begin the limited duration summer
 8 layoff on or before June 15, will have the hours that they worked between June 1 and June 15
 9 paid on the June 30 paycheck.)

10 **J. Considerations in Use of Vacation for Employees Working an Academic**
 11 **School Calendar Year**

12 Notwithstanding Subsection H or Article 8, "Section V" above, the parties
 13 acknowledge that although requests to take vacations during the school year may in some
 14 cases be granted, the risk that management will deny such a request is significantly greater
 15 than in other county operations, due to the need to provide services to students when schools
 16 are in session. For that reason, School-Based Program Employees are encouraged to continue
 17 to select vacation times during Christmas and spring school vacations to the extent approved
 18 by management. Further, employees facing limited duration layoff should take into account the
 19 limited availability of time off when schools are in session, the vacation accumulation ceilings
 20 set forth in this agreement, and the risk of forfeiture of vacation (when accumulation ceilings
 21 are reached) when deciding whether to carry their accumulated balance forward.

22 **K. Alternative Compensation**

23 The Board of County Commissioners may adopt and implement a uniform policy
 24 whereby employees who transfer or are newly hired into the school-based program are
 25 required as a condition of such transfer or hire to sign an agreement accepting the payment of
 26 County medical and dental insurance premiums in lieu of government unemployment insurance
 27 payments during the period of a limited duration layoff due to summer closure.

28 **L. Alternative Benefits**

29 If the State of Oregon adopts a law which uniformly disqualifies employees on a
 30 limited duration layoff from receiving unemployment insurance, even if they are available for
 31 and actively seeking suitable interim employment, the County and Union agree to meet to
 32 negotiate over the terms of possible alternative benefits or compensation to cover that period
 33 of unemployment. This shall be construed only as contractual authorization for such a policy.

1 This shall not be construed as a purported waiver by the union of individual employee rights
2 under the Oregon unemployment compensation statute.

3 **M. Insurance Benefits during Limited Duration Summer Layoff**

4 The County agrees to continue the medical/vision and dental benefits, without
5 lapse in coverage, for school-based employees who are subject to school-break limited
6 duration summer layoff. The employee's cost share for medical/vision and dental benefits that
7 accrue while they are on limited duration summer layoff will be collected from the employee's
8 pay upon their resumption of work following limited duration layoff. The County Payroll will
9 deduct up to ten percent (10%) of gross wages per pay period, until paid in full.

10 **N. Supplemental Life and Short Term Disability Insurance**

11 The County agrees to apply for the "teacher's waiver" so that employees laid off
12 as the result of limited duration layoff who are rehired within ninety (90) days will be reinstated
13 with supplemental life and short term disability insurance that was in force at the time of layoff.

14 **O. Grievances**

15 Any dispute over the meaning, interpretation or application of this Addendum
16 shall be resolved through the grievance procedure set forth in Article 18.

17 **P. Holidays**

18 Notwithstanding the provisions of Article 7, members of the bargaining unit
19 regularly assigned to the School-Based Program/School-Based Mental Health Program who
20 request and are granted time off for any scheduled school closure, including but not limited to
21 the school winter vacation closure, spring vacation closure, teacher in-service days, or any
22 other scheduled school closure, will be permitted, upon advance written request, to use leave
23 without pay without first exhausting paid vacation, Saved Holiday time and/or compensatory
24 time off. Employees who take such period as an authorized, unpaid leave of absence during
25 the winter vacation closure shall receive their Christmas and New Year's Holiday pay even
26 though they are not in pay status on the days before and after such holidays. Unscheduled
27 closures, such as those due to weather events, building safety issues, or any other
28 unscheduled closures are not covered by this provision and are subject to the contract
29 provisions and county personnel rules for building or office closures due to inclement weather
30 and natural disasters.

31 **II. Lateral Transfers for Mental Health Consultants**

32 **A.** This subsection applies to all school-based positions that are classified as Mental
33 Health Consultants. The provisions of Article 22 shall apply except as follows:

1 **B.** Vacancies which occur during the school year may be filled by temporary or
2 regular new appointments without regard to the Work Assignment process in Article 22. Such
3 positions will be considered vacancies for purposes of the annual transfer process. New
4 employees assigned to those positions during the school year may be reassigned to other
5 positions for the following school year, pursuant to the provisions of this Addendum.

6 **C.3.** On an annual basis, a list of all vacancies, including those filled by new or
7 temporary appointments during the school year, as well as positions that will be substantially
8 changed the next school year, will be posted for ten (10) working days, with the first (1st) day
9 of posting occurring on or about May 20 of each year. The posting will include the name of the
10 person to contact, the deadline for consideration, and any other available, relevant information
11 about each vacant position, including school and school district sites served, specific school
12 needs as identified by school personnel, geographic locations of the assignment, etc. Eligibility
13 for consideration will be limited to employees in the job profile of Mental Health Consultant
14 within the School-Based Mental Health program.

15 **D.** A substantial change in a position is defined as one or more of the following:
16 **1.** Site change outside of the current school district:
17 **2.** An increase or decrease in hours (FTE) unless waived by the employee
18 currently in the impacted position;
19 **3.** Change is scheduled work days unless waived by the employee currently
20 in the position.

21 **E.** Employees on the transfer list will also be considered for vacancies which occur
22 between the end of the May signup period but prior to August 1, provided they have given their
23 summer contact information (email or regular mailing address) to management and respond to
24 a notice of vacancy from management within five (5) working days of the date the notice is
25 sent.

26 **F.** Employees who wish to transfer from their current assignment must submit their
27 name and indicate which vacancies they wish to be considered for prior to the deadline
28 specified in the posting.

29 **G.** Employees who wish to be considered for other vacancies which will result from
30 this transfer process must also submit their names prior to the specified deadline, but are not
31 required to specify which vacancies they are applying for.

32 **H.** Following the sign-up period, all vacancies, including those that result from the
33 initial transfer of employees into posted vacancies, will be filled from the transfer list in

1 accordance with Article 22.III.B and C. Employees not on the transfer list will not be considered
2 for transfer.

3 **I.** Any vacancies not filled through the internal transfer process provided for in this
4 Addendum will be posted within the designated work unit for lateral transfer. Any remaining
5 vacancies at the conclusion of the process will be filled in accordance with the personnel rules
6 for appointments, including but not limited to open competitive announcement.

7 **J.** Whenever management determines a need to change the assignments of a
8 position in the School-Based Mental Health Program, management will, whenever practical,
9 provide an opportunity for input from affected staff prior to a final decision.

10 **III. Office of the Medical Examiner**

11 **A.** Deputy Medical Examiners may be assigned eight (8), ten (10), twelve (12), or
12 sixteen (16) hour shifts, or any combination thereof, and such shifts need not be consecutive.
13 Each shift shall have one (1) thirty (30) minute meal period which shall be considered as time
14 worked. Employees are considered on-call during both meal periods and breaks, and
15 operational requirements may result in such breaks or meal periods being interrupted or missed
16 without additional pay or such time being made up at a later date.

17 **B. Deputy Medical Examiners are:**

18 **1.** Eligible for shift premiums as defined in Article 14, Section V with the
19 addition that any Deputy Medical Examiner whose shifts begins between the hours of six (6)
20 p.m. and five-fifty-nine (5:59) a.m. shall be eligible for graveyard differential.

21 **2.** Only eligible for overtime at the rate of time and one half (1 ½) and only
22 for hours worked in excess of eight (8) for an eight (8) hour schedule, in excess of ten (10) for
23 a ten-hour schedule, in excess of twelve (12) for a twelve hour schedule, in excess of sixteen
24 (16) for a sixteen (16) hour schedule, and for over forty (40) in a FLSA work week.

25 **C.** A Deputy Medical Examiner will be paid two and one half (2 ½) times their regular
26 rate of pay for all hours worked on the dates specified in Article 7, "Section I.A" midnight to
27 midnight, which shall be deemed the observed holiday for all Deputy Medical Examiners. Any
28 employee who is not scheduled to work on an observed holiday shall be paid eight (8) hours
29 of pay at their regular rate of pay in lieu of holiday leave.

30 **D.** Deputy Medical Examiners may trade shifts with the permission of the Lead
31 Deputy Medical Examiner or assigned designee.

ADDENDUM K**LIMITED DURATION APPOINTMENTS****I. Limited Duration Employees**

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

B. An employee in a Limited Duration assignment can be either a new-hire or an existing regular-status employee who is scheduled on a full-time or part-time basis, and who receives benefits and union representation per this agreement.

C. New-hire Limited Duration employees are excluded from layoff rights since their appointment from the outset is determined to be time, task and work unit limited. New employees appointed under this section will only accrue seniority pursuant to Article 21.II.B.6.

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

E. Limited duration appointments shall be made only with the agreement between the Union and Labor Relations. In circumstances limited to those described in Section E.1 through E.3, if the Union does not object within fourteen (14) days of notice then bilateral agreement is implied.

1. The County is backfilling a regular status position for an employee on an extended leave.

2. The County is backfilling a regular status position for an employee in temporary or Limited Duration Appointment.

3. The County is converting an on-call or temporary position to limited duration upon completion of 1040 hours, in accordance with addendum L.

F. A regular status employee appointed to a Limited Duration appointment in a non-bargaining unit job profile will continue to be represented by the Union and will be treated the same as an employee temporarily appointed to a non-bargaining unit job profile under Article 15.III.B.2 except that their right of return will be consistent with Addendum K, Section I.D.

1 **II. Summary of Limited Duration Employee Rights**

2 The parties agree that the following tables shall be utilized to outline the rights of
3 employees in Limited Duration Appointments.

Employee Rights While in an LDA Position:

Scenario	Serve a Trial Service	Transfer Rights	Job Profile Seniority	Countywide Seniority	Bump/ Recall Rights	Vacation Bidding	Schedule Bidding
New hire LDA employee	No	No	No	No	No	Yes (Prospective only)	Yes (Prospective only)
Regular status employee assigned an LDA that is a promotion or demotion	No	In base job profile only	Accrue in base job profile only	Accrue in base job profile only	In base class only	Use time spent in LDA to determine rights	Use time spent in LDA to determine rights
Regular status employee assigned an LDA that is a lateral	No	Yes	Yes	Yes	Yes	Yes	Yes

Reinstated Employees and LDAs:

Treat employee as if they were a temporary employee on a long-term assignment.

Scenario	Serve a Trial Service	Transfer Rights	Job Profile Seniority	Countywide Seniority	Bump/ Recall Rights	Schedule Bidding	Vacation Bidding
Regular status employee who is laid off from county w/break in service who is on an active Recall List; accepts a Limited Duration Assignment. Vacation accrual at previous rate and pay at previous step.	No	No	Yes*	Yes*	Employee remains on the recall list for the original designated period of time while in LDA position.	<u>Yes</u> (<u>Prospective only</u>)	<u>Yes</u> (<u>Prospective only</u>)
<p><u>* To be applied in accordance with Seniority Calculation rules for breaks in service (Article 21,II.B.7).</u></p>							

Recall List - Article 21.IV.G. - only eligible for recall within 24 months from date of placement on the list**Employee Rights After an LDA Ends:**

Scenario	Serve a Trial Service	Transfer Rights	Job Profile Seniority	Countywide Seniority	Bump/Recall Rights	Vacation Bidding	Schedule Bidding
New hire LDA employee; hired into regular status after LDA ends (same job profile, promotion or demotion) without a break in service	Yes (no credit for LDA time)	Yes	Same as seniority for temps hired into regular status	Same as seniority for temps hired into regular status	Yes	Yes	Yes
Regular status employee assigned an LDA that is a promotion; at end of the LDA promoted into same job profile as LDA	Yes	Yes	Same as seniority for temps hired into regular status	Same as seniority for temps hired into regular status	Yes	Yes	Yes

Employee Reinstatement Rights at the End of an LDA:

Type of Employee	Reinstatement Rights
New hire LDA employee	None; employee is separated from employment
Regular status employee working in an LDA	Employee is returned to base job profile in home department; if there are no vacancies, then look for a vacancy countywide; if no vacancies, then normal bumping rules apply
Recalled to regular status after break in Service	Only if hired into regular status, in same job profile, with no break from LDA to regular status.

LDAs and Layoff:

Scenario	Serve a Trial Service	Transfer Rights	Job Profile Seniority	Countywide Seniority	Bump/Recall Rights	Vacation Bidding	Schedule Bidding
Regular status employee subject to layoff is offered an LDA (lateral or demotion to previously held job profile) Note: An offer to employees to bump into an LDA is by mutual agreement of Local 88 and the County	No	Yes	Same as seniority for temps hired into regular status	Yes	Employees can decline an LDA and remain on recall list	<u>Yes</u> (Prospective Only)	<u>Yes</u> (Prospective Only)

- Notes:**
1. Vacation bidding rights are subject to the Memorandum of Agreements signed by each department, Local 88, and Labor Relations.
 2. "Home" department for the purpose of establishing limited duration rights is the department in which the employee held a regular status position in prior to being placed in a limited duration assignment

ADDENDUM L**ON-CALL & TEMPORARY EMPLOYEES****I. Recognition Agreement**

The following On-Call and Temporary employees are included in the bargaining unit under the terms of this Addendum:

A. All On-Call and Temporary county employees in job profiles represented by the Union, excluding the following categories of employees:

1. Seasonal employees.

2. Elections: Election Worker, except those who have year-around outreach assignments.

3. District Attorney's Office: Legal Intern.

4. Health - Public Health Tobacco Prevention: Program Aide.

B. Seasonal employees: Employees who are hired during a specific time of year due to short-term increases in the need for work that is not present year-around. Seasonal work may not last more than six (6) months. As of the execution of this Agreement, the parties have identified Department of County Services employees in the job profiles of Election Worker as noted in Addendum L.I.H and Laborer as Seasonal employees. If the County identifies other job profiles or assignments as Seasonal, it will notify the Union.

C. Extensions of Temporary Assignments

1. If the County extends the employee's assignment beyond one thousand forty (1040) hours the County shall either:

a. Place the employee in a Limited Duration Appointment effective the first day beyond one thousand forty (1040) hours. The Limited Duration Assignment will continue for a maximum of two (2) years from the initial start date of the assignment. Notice will be provided to the Union of the limited duration appointment. If the Union does not object within thirty calendar (30) days, the action will not constitute a violation of Addendum K (Limited Duration Appointments).

b. Extend the length of the assignment beyond one thousand forty (1040) hours (up to two thousand eighty (2080) hours) as an extended Temporary assignment notice will be provided to the Union.

II. Applicable Terms

1 The following terms and conditions shall apply to recognized On-Call and Temporary
2 employees:

3 **A. Job Security and Access to Internal Recruitments**

4 **1. Administrative Leave During Investigations:**

5 If an employee is removed from eligibility to take on-call or temporary shifts
6 during the course of an investigation, they will be entitled to daily Administrative Leave for up
7 to thirty (30) calendar days in the amount of the average number of hours they have worked
8 per day over the previous three (3) months.

9 **2. Termination Appeals:**

10 **a.** On-call and Temporary employees may be terminated at any time.
11 If the County terminates or stops utilizing an On-call or Temporary employee, upon request the
12 employee will be given a written explanation of the reason for termination or why they are no
13 longer being utilized. The County's decision to terminate or to no longer utilize an On-call or
14 Temporary employee will not be subject to the grievance procedure but may be appealed to
15 the Department Director.

16 **b.** No employee may be terminated, disciplined, not utilized, or have
17 their employment restricted for any discriminatory reason prohibited by Article 24 of the
18 Collective Bargaining Agreement.

19 **3. Internal Recruitments:**

20 On-call and Temporary employees are eligible to participate in internal
21 recruitments provided that they were currently or previously hired for through a civil service
22 process.

23 **B. Compensation**

24 **1. Wage Schedule:**

25 On-call and Temporary employees will be on the same wage schedule as
26 Regular Status employees, and shall receive the same COLA as Regular Status employees.

27 **2. Step Increases**

28 **a.** At the end of each fiscal quarter, the County will run a report to
29 determine which On-call and Temporary employees have cumulatively worked two thousand
30 eighty (2080) hours. Those employees will be advanced to the subsequent step of their job
31 profile's regular Pay Scale. On-call and Temporary employees shall advance to the subsequent
32 step in their base job profile each time they work an additional two thousand eighty (2080)

1 hours until they achieve the maximum step of the pay scale. Any step increases will be effective
2 on the first day of the fiscal quarter and will not be retroactive to the date the employee reached
3 two thousand eighty (2080) hours. However, the employee will begin accumulating hours
4 towards the subsequent two thousand eighty (2080) hours prior to the end of the fiscal quarter
5 and the implementation of the step increase.

6 **b.** Time spent as a regular status employee will not count towards the
7 two thousand eighty (2080) hours. Hours are accrued from current hire date from On-call and
8 Temporary status. Any hours prior to a separation from service will not carry over. A separation
9 of service is defined as removal from On-call or Temporary employment or voluntary
10 resignation. However, reinstatement following a successful appeal under this Article shall not
11 constitute a separation from service.

12 **c.** Hours are accrued from current hire date from On-call and
13 Temporary Status. Any hours prior to a separation from service may not carry over. A
14 separation of service is defined as removal from On-Call or Temporary employment or
15 voluntary resignation. However, reinstatement following a successful appeal under this Article
16 shall not constitute a separation from service.

17 **d.** A regular status employee who takes an On-Call or Temporary
18 assignment in their job profile while on a recall list shall be entitled to pay at their regular status
19 step rate.

20 **e.** On-Call and Temporary employees who have completed 2080
21 hours or more will be adjusted to Step 2 of their job profile's Pay Scale.

22 **f.** On-call and Temporary employees who become part of the unit
23 effective July 1, 2022, will be eligible for step increases at the beginning of the following
24 calendar quarter in which they have worked a cumulative 2080 hours. Upon ratification, any
25 newly recognized On-Call or Temporary employee who has worked 2080 hours between
26 January 1, 2019 through ratification date, will receive a step increase effective the first pay
27 period following ratification.

28 **3. Premiums:**

29 On-Call and Temporary employees will only be eligible for shift differential,
30 ad hoc Bilingual premium pay, ad hoc cultural Competency Premium pay, ad hoc Essential
31 Worker Pay and Addendum M pay.

32

1 **4. Overtime:**

2 Employees who work more than forty (40) hours in an FLSA workweek
3 shall be compensated at the rate of one and one half (1-½) times their normal hourly rate of
4 pay. On-call and temporary employees are not eligible to accrue compensatory time.

5 **5. Step Placement in Promotions and Working Out of Class in Higher**
6 **Bargaining Unit Job Profiles:**

7 Employees who work in or promoted to a higher job profile than their base
8 job profile will be paid in accordance with Article 15.2.C.

9 **C. Benefits**

10 **1. Sick Leave:**

11 On-call and Temporary employees will continue to accrue sick leave at
12 rate for regular status employees and be able to use it for scheduled shifts and for the same
13 covered reasons as regular employees.

14 **2. Differential In-Lieu of Benefits:**

15 In addition to their hourly rate of pay, recognized employees shall receive
16 a differential in-lieu of benefits of one dollar fifty cents (\$1.50) per hour.

17 **3. Holiday Pay:**

18 On-call and Temporary employees will be paid at the time-and-a-half rate
19 for all hours worked all County observed holidays under Article 7, Section 1.A, excluding
20 floating holidays.

21 **III. Training**

22 On-call and Temporary employees may be directed by the County, at its sole discretion,
23 to attend mandatory training for the purposes of maintaining their status as On-call or
24 Temporary employees. On-call and Temporary employees may also be offered optional
25 training opportunities by the County based on availability of training slots once those
26 opportunities have been offered to regular employees. On-call and Temporary employees shall
27 be paid for attending County training.

28 **IV. Drug and Alcohol Policy**

29 The provisions found in Addendum H, Drug and Alcohol Policy, shall apply to On-call
30 and Temporary employees.

31

32

1 **V. Settlement of Disputes**

2 On-call and Temporary employees shall be covered under the terms of Article 18 –
3 Settlement of Disputes, strictly limited, however, to Addendum L – On-Call and Temporary
4 Employees, and where On-call and Temporary employees are otherwise referenced in this
5 agreement.

6 **VI. On-call Bridge Operator Stipends**

7 **A. Standby Operator**

8 On-call Bridge Operators are eligible for a two hundred dollar (\$200) Standby
9 Operator stipend if they are available for shifts and call-outs for ten (10) or more days in a pay
10 period. Employees are eligible for the stipend regardless of any shifts assigned during the pay
11 period. Standby Operator may be assigned for an entire pay period.

12 **B. Call-Out Duty Operator**

13 1. On-call Bridge Operators are eligible for a three hundred dollar (\$300)
14 stipend for serving as the Call-Out Duty Operator. This shift is assigned for a full pay period.

15 2. Call-Out Duty Operators must be available twenty-four (24) hours, seven
16 (7) days a week to come to work as directed for relief shifts and any bridge lift and respond to
17 a telephone voice message and/or text message left for a bridge lift within fifteen (15) minutes
18 of the message left. Call-Out Duty Operators must report to work one (1) hour prior to the
19 requested vessel transit time.

20 3. If the Call-Out Duty Operator fails to arrive or arrives late for a shift, after
21 another On-Call Duty Operator has been called for the same shift, the Call-Out Duty Operator
22 will forfeit the shift and associated pay. Failure to respond/arrive is grounds for removal from
23 the On-Call staff roster. Failure to respond to two (2) or more callouts by the Call-Out Duty
24 Operator during the rotating Call-Out Duty Operator shift will result in forfeiture of the higher
25 Call-Out Duty Operator stipend for the rotation period. Repeated failure to respond is also
26 grounds for removal from the On-Call staff roster.

27 **VII. Standing Committee Review**

28 The parties agree that their standing Employee Relations Committee shall, at least
29 annually: 1) review data regarding all On-Call and Temporary employee use for the prior
30 twelve-month period, 2) identify any work units, division, or departments where there is high
31 utilization of On-Call or Temporary employment, and 3) discuss the feasibility of alternative
32 arrangements such as expansion of recognition under this agreement, the creation of “float

- 1 pools” of Regular Status employees, and increasing the number of LDA positions. The parties
- 2 may jointly or separately make recommendations to the Chair regarding staffing level or staffing
- 3 status changes for the following fiscal year.

ADDENDUM M
JAIL SIDE ASSIGNMENT PREMIUM

I. Premium Pay

A differential of ten percent (10%) over base rate will be paid to employees who are in a countywide job profile (not a corrections-specific job profile) and have been assigned to work in a correctional facility on the jail side. Jail side is defined as the part of the correctional facility where justice-involved incarcerated individuals may be encountered. An employee who routinely works jail side (primary work location is a correctional facility) shall receive the premium on all hours worked. Employees in eligible job profiles who work in a correctional facility on an ad-hoc basis may receive this premium on hours worked on the jail side.

II. Assignments Eligible for Premium Pay

Effective upon ratification, the parties have mutually determined that assignments in the job profiles and work units identified below meet the definition of routinely working jail side. An employee who is regularly assigned or accepts a shift in an assignment described below shall receive the pay differential. If either the Union or the County believes that an employee, in an assignment not listed below, meets the threshold of working routinely working jail side or alternatively no longer routinely works jail side, it may notify the other party in writing that it seeks a change. Any change from the list below has to be recorded by written mutual agreement between the Union and the County. An employee that is occasionally assigned to work jail side shall receive the premium on an hour by hour basis for time spent jail side.

<u>Job Title</u>	<u>Department</u>	<u>Unit</u>
Facilities Specialist 3	DCA	DCA-FPM-assigned to MCDC & IJ
Locksmith	DCA	DCA-FPM
Carpenter	DCA	DCA-FPM
Outreach Specialists	Library	IJ, JJC, and Columbia River Correctional Institute (CRCI)

Corrections Technicians	DCJ	DCJ-ASD Recog
Office Assistant Seniors	DCJ	DCJ-JSD Support Services
Administrative Analysts	Health	HD - ICS Corrections Health
Eligibility Specialists	Health	HD - ICS Corrections Health
Office Assistant Seniors	Health	HD - ICS Corrections Health
Finance Technicians	Health	HD - ICS Corrections Health
Mental Health Consultants	Health	HD - ICS Corrections Health
Health Assistant 2	Health	HD - ICS Corrections Health
Medication Aides (CNA)	Health	HD - ICS Corrections Health
Office Assistant 2	Health	HD - ICS Corrections Health
Medical Assistants	Health	HD - ICS Corrections Health
Dental Assistants (EFDA)	Health	HD - ICS Corrections Health
Community Health Specialist 2	Health	HD - ICS Corrections Health
Equipment Property Technician	MCSO	MCDC Laundry & MCIJ Laundry/ Property, (other work units Ad Hoc)

- 1 Should the need arise to add a job profile to this list within the term of the contract, the union
- 2 will be notified within 10 days of initiating the recruitment process for such a position.

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