

- This document is the proposal from Multnomah County ("Employer" or "County").
  - The Employer reserves the right to modify, add to, and/or subtract from the proposal during bargaining
  - Strikethrough indicates current language the Employer is proposing to delete.
  - indicates language the Employer is proposing to add.
- Any language, section, or article not specifically referenced for modification would remain unchanged from the expired contract dated.

## **ARTICLE 2**

### **DEFINITIONS**

1. For purposes of this Agreement, "probationary employee" means a permanent employee serving a twelve (12) month period to determine their suitability for continued employment. Such probationary period shall begin on the date of appointment from a list certified by the County. When a temporary employee becomes a permanent employee, time spent in temporary status shall apply to the probationary period, provided that the job classification is the same, the job responsibility is substantially the same, and there is no break in service.
2. For purposes of this Agreement, "supervisor" or "supervisory employee" as defined in ORS 243.650 - 243.782 means an individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or having responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection therewith, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
3. For purposes of this Agreement, "permanent employee" means an employee who following an examination process is appointed from a list of eligibles certified by the County to fill a budgeted position; provided that a permanent employee shall retain such status upon temporary or permanent transfer, promotion, or demotion.
4. For purposes of this Agreement, "temporary employee" is any non-permanent employee who has worked less than six (6) months.

5. For purposes of this Agreement, "day" as used in this Agreement shall mean calendar days unless otherwise specified.
6. For purposes of this Agreement, "hours of assigned work" shall be termed "G" shift, "C" shift, "E" shift and "relief" shift and shall be defined as follows:
  - A. "C" shift: any work period which starts between 4 a.m. and 12 noon;
  - B. "E" shift: any work period which starts between 12 noon and 8 p.m.;
  - C. "G" shift: any work period which starts between 8 p.m. and 4 a.m.;
  - D. "Relief" shift: any five (5) day work schedule which includes more than one (1) of the above eight (8) hour work periods or has start times within the five (5) day work schedule which differ by more than two (2) hours.

**ARTICLE 5**

**ASSOCIATION SECURITY**

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 employee membership or MCCDA activities or because employee refrains therefrom.

In addition, no employee shall suffer restraint, interference, or coercion because of or in the exercise of any rights protected under the P.E.C.B.A. or in or because of any protected concerted activity. The MCCDA shall have the duty to fairly represent all members of the bargaining unit, whether or not they are MCCDA members.

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

1. The County agrees to deduct once each pay period: The MCCDA membership dues of those MCCDA members who individually request such deductions in writing. Such requests shall be submitted to: dcm.central.payroll@multco.us by either the member or a MCCDA representative.
2. The County agrees to furnish the MCCDA each month a listing of: (A) all new employees hired into the bargaining unit during the month; (B) all employees who terminated during the month; (C) all employees in the bargaining unit for whom dues were deducted during the month; and (D) all employees in the bargaining unit for whom no dues were deducted during the month. Such listing shall contain the names of the employees, along with their job description, work locations and home addresses. The County will notify the MCCDA of the date and time of each new employee orientation session and grant the Union 30 minutes during the session to provide new employees information about union membership. The County will provide paid release time for an MCCDA representative to attend the orientation session.
3. The MCCDA agrees to indemnify and hold harmless the County for any loss or damage arising from the operation of this article, excluding the cost of the County's defense to enforce this provision. In the event that any administrative agency or court with jurisdiction over this agreement declares that any part of this article is invalid and/or order reimbursement of dues or fees collected by the County to an employee, the MCCDA shall be solely responsible for such reimbursement, provided the County has acted in good faith in the collection of such payments, and the parties will commence fast-track bargaining pursuant to ORS 243.698 to negotiate a substitute dues deduction provision.
4. This article shall remain in effect regardless of the duration and termination provisions

set forth in Article 24.

**ARTICLE 8****HOLIDAYS**

1. Holidays and Holiday Pay. Any day the President and/or Governor of Oregon declares a holiday for all public and private sector employees shall be recognized and observed as a paid holiday. In lieu of any other specific, recognized or observed holidays, each employee shall be credited with twelve (12) personal holidays per year at the commencement of each fiscal year and the employee shall receive one (1) day's pay at the straight time rate for each of the holidays selected on which the employee performs no work. It is understood that one of these personal holidays is in recognition and celebration of the contribution of Martin Luther King to the people of the United States. An employee hired subsequent to July 1 of a fiscal year shall be credited with 7.33 hours of personal holiday time for each month remaining in the fiscal year.

If an employee is scheduled to work New Year's Day, Independence Day, Thanksgiving Day or Christmas Day and has no remaining personal holidays the employee shall be paid one and one-half (1.5) times the employee's regular rate for working the holiday. With the approval of the Chief Deputy, Christmas Day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for, or works on December 25<sup>th</sup> as a non-holiday at the straight time rate. The employee must request such holiday trade in writing during the month of July each year prior to the requested trade. If the employee has remaining personal holidays, whether the employee works a regular shift only, an overtime shift only, a regular shift and an overtime shift, or two (2) overtime shifts, the employee may either (a) designate and charge such work day as a personal holiday and be paid at the rate of two and one-half (2.5) times the regular rate or (b) opt to be paid one and one-half (1.5) times the employee's regular rate and use the employee's remaining personal holiday at a later time.

2. Taking of Holidays. Employees shall be allowed to use the personal holidays singly or

consecutively and they may be used in conjunction with regularly scheduled vacations.

An employee may use personal holidays with twenty-four (24) hours' notice or a shift commander's or designee's approval if there is a vacant slot on the vacation/personal holiday sign-up calendar. Approval shall be on a first-come first-serve basis.

3. Scheduling. Employees may schedule the use of personal holidays by the same procedure employed for scheduling of vacation times, and the application of seniority shall apply on the same basis as it applies to vacation scheduling. However, if the right of seniority in selection of personal holidays is not employed at the same time as selection of vacation times, then the right of selection by seniority is waived. In any event, the County will make good faith efforts to assure availability of relief personnel whenever an employee gives the County at least ten (10) days advance written notice of a desired personal holiday time.

An employee may cancel a previously scheduled personal holiday with twenty (20) days advance written notice to the employer, or with fewer days' advanced notice if the employer consents in writing. The employer may cancel a previously scheduled personal holiday only in case of a bona fide emergency. In such emergency, no prior notice is required. Cancellation of personal holidays scheduled through use of annual vacation sign-up procedures shall be governed exclusively by Article 9, Section 3.

4. Unused Holidays. Personal holidays do not accrue on the same basis as vacations. Personal holidays which have not been used by June 30 of the fiscal year shall be paid off at the rate of one and one-half (1.5) times the employee's regular rate of pay for each unused holiday that was requested but not granted, except New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day. Unused holidays which were not requested shall be paid off at the straight time rate. The employee also has the option of donating personal holiday time or unused comp time to the catastrophic leave bank.

In the event of termination by resignation, lay-off, or discharge, holiday time will be

compensated at the rate of seven and thirty-three tenths (7.33) hours of straight time pay for each month worked during the current fiscal year, less the total hours of any personal holidays taken. Employees will not accrue personal holidays during a leave of absence without pay.



## **ARTICLE 9**

### **VACATION LEAVE**

1. Accrual. Employees shall accrue vacation time in accordance with the following schedule:

A. Less than five (5) years service, three and thirty-three tenths (3.33) hours per semi-monthly pay period of service, cumulative to two hundred (200) hours. After one (1) year of service, an employee shall be entitled to bid two (2) weeks (i.e., eighty (80) hours) vacation.

B. Five (5) years, but less than ten (10) years of service, five (5) hours per semi-monthly pay period cumulative to two hundred forty (240) hours; and shall be entitled to bid three (3) weeks [i.e., one hundred twenty (120) hours] vacation.

C. Ten (10) years, but less than fifteen (15) years of service, six and sixty-seven tenths (6.67) hours per semi-monthly pay period cumulative to four hundred (400) hours; and shall be entitled to bid four (4) weeks [i.e., one hundred sixty (160) hours] vacation.

D. Fifteen (15) years, but less than twenty (20) years of service, eight and thirty-three tenths (8.33) hours per semi-monthly pay period of service, cumulative to four hundred (400) hours; and shall be entitled to bid five (5) weeks [i.e., two hundred (200) hours] vacation.

E. Twenty (20) or more years' service, ten (10) hours per semi-monthly pay period of service, cumulative to five hundred (500) hours; and shall be entitled to bid six (6) weeks [i.e., two hundred forty (240) hours] vacation.

For purposes of accrual only, lateral hires may receive credit for prior corrections service as "County Service," up to a maximum of ten (10) years.

Employees are entitled to use all accumulated vacation hours subject to the terms of this agreement.

2. Vacation Times. Employees shall be permitted to choose either a split or entire

vacation. Vacation times shall be scheduled by the County according to classification, shift, and location (East or West side of Willamette River) based primarily on the needs of efficient operations and the availability of vacation relief. Employees shall have the right to determine vacation times within their classification, shift, and eastside or westside (as applicable) by an annual sign-up, but in any case, vacation times shall be selected on the basis of seniority. Seniority shall be exercised only once a year and only to the extent of the employee's annual accrual. The number of vacation times placed on the annual vacation time schedule shall be determined in accordance with a separate 2001 Memorandum of Understanding (MOU) entitled "Memorandum of Understanding Concerning Vacation Times: MCCDA Bargaining Unit." The MOU shall be considered part of this agreement, and disputes concerning its meaning, interpretation, or application shall be resolved under Article 20, Settlement of Disputes, of this agreement. The bidding process shall, to the extent feasible, allow members whose bid choices are frustrated to bid on other open slots before such slots are assigned to persons of lower seniority (i.e., avoid "blind bidding").

Sign-up for vacation shall be in forty (40) hour increments with preference towards periods of days that mesh with or are contiguous to each employee's workweek or weekend. Thus, an employee whose normal days off are Tuesday and Wednesday should attempt to schedule their vacation to commence on a Thursday and end on a Monday.

After the vacation bid is complete, the vacation book will be open for all employees to submit requests for additional vacation time off in full day increments. Employee will be allowed to select vacation days from among the still-available vacation slots on a first come, first serve basis

3. Change of Scheduled Vacation. Once a vacation has been scheduled, neither the employer nor the employee may change the scheduled vacation without first giving twenty (20) days' notice to the other party of the change, except by mutual consent. This provision is not

applicable to: (1) emergencies, or (2) situations where the employee has voluntarily transferred or has received a promotion since the vacation was scheduled. In situations where an employee has been involuntarily transferred, any vacation scheduled prior to the transfer shall not be changed.

4. Termination or Death. After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or the employee's heirs, whichever the case may be.

5. Accrual During Leave. Vacation leave shall not accrue during a leave of absence without pay which exceeds thirty (30) calendar days.

6. Special Order 15-11. If the County wishes to modify mandatory subjects in Special Order 15-11, it shall first provide the Association with written notice of the proposed modifications, and shall not implement any modifications until bargaining to completion as required by ORS 243.968.

## **ARTICLE 10**

### **SICK LEAVE**

1. Accrual and Utilization. Employees shall accrue sick leave at the rate of four (4) hours 5 for each semi-monthly pay period worked. Sick leave may be accrued on an unlimited basis. Sick leave may be utilized only for the following purposes:

- A. When the employee is unable to work due to an off-the-job illness or injury.
- B. When the employee's presence is actually needed to care for an ill or injured member of the employee's immediate family.
- C. To attend the employee's own medical or dental appointments or when necessary to transport or accompany a member of the employee's immediate family to a medical or dental appointment, subject to the conditions set forth below.
- D. For absences attributable to denied, deferred or disputed workers' compensation claims, in accordance with Article 13, Section 4 of this Agreement.

For the purposes of this section only, the definition of immediate family is defined below:

- (1) Members of the employee's immediate household;
- (2) The employee's spouse, parents, or children as defined in the federal Family and Medical Leave Act (hereafter referred to as the "FMLA");
- (3) The employee's grandparents, grandchildren, or parents-in-law as defined in the Oregon Family Leave Act (hereafter referred to as "OFLA");
- (4) The employee's domestic partner as designated in an Affidavit of Domestic Partnership on file with Employee Benefits; or
- (5) The children, parents, grandchildren and grandparents of such domestic partner, defined as if the domestic partner was the employee's spouse;
- E. For other absences in accordance with applicable law

Whenever possible, medical and dental appointments should be scheduled outside an employee's regularly scheduled working hours. In the event such appointments cannot be scheduled outside an employee's regularly scheduled working hours, employees must report the need to be absent as early as possible, consistent with Section 3 of this Article.

Sick leave taken for partial work shifts should be taken at the beginning or end of an employee's scheduled shift, unless such utilization is prevented due to a sudden illness or other unanticipated event. In the event that an employee's sick leave absence exceeds four (4) hours, management reserves the right to require the employee to charge the full day of absence to the appropriate accrual bank.

2. Verification. The Sheriff's Office will require an employee to submit written certification from a physician or other acceptable verification of eligibility to receive sick leave whenever the employee's absence exceeds three (3) consecutive workdays, or in the event sick leave is used for OFLA "sick child" leave, in accordance with OFLA and the Oregon Sick Leave law. Verification for absences exceeding three (3) consecutive workdays must cover the full duration of the absence and must, if related to the employee's injury or illness, including the employee's status to return and list any applicable limitations or restrictions. The Sheriff's Office may also require certification or verification under any of the following conditions:

A. Whenever the County can articulate reasonable cause to believe that a misuse or abuse of sick leave has occurred, including questionable usage, questionable patterns of usage or calling in sick on a previously denied day off, provided the employee has been previously notified by a Facility Commander, Unit Commander or Human Resources representative that, due to such concerns, future verification will be required. Employees notified of such reasonable cause may be required to furnish a doctor's certificate for each use of sick leave for a period not to exceed six (6) months following the notice.

B. When the employee has called in sick without verification five (5) or more times

for separate events in any six (6) month period, regardless of how the time is charged and the employee has been notified by a Facility Commander, Unit Commander or a Human Resources representative that such verification will be required for a period of up to six (6) months following the notice. This may be waived at the discretion of the County on a case by case basis.

In the event verification is required under paragraphs A, B, or C, it must be submitted within fifteen (15) days of the date of the request.

3. Reporting of Sick Leave. Any employee who must be absent for any reason listed in Section 1 above, must report their need to be absent directly to the OIC or designee on duty as early as possible, but no later than one (1) hour before the beginning of the employee's shift, unless the employee is unable to report due to incapacitation. For the purposes of this paragraph, the beginning of shift is defined as the start of preliminary security briefing, if the employee is scheduled to attend such a briefing.

4. Abuse of Sick Leave. In furtherance of the above commitment, the parties hereby agree to the following terms as governing the consequences of misuse or abuse of sick leave benefits:

A. Sick leave is intended to provide compensation to employees who are unable to work for one of the reasons permitted under this Article. Employees are permitted to utilize sick leave only for those reasons.

B. It is the responsibility of all employees to become familiar with the reasons for which sick leave can be used, as set forth in this Article.

C. Giving false information to obtain sick leave benefits or acceptance of sick leave benefits for reasons other than those listed in this Article will be considered misuse of sick leave and will be grounds for disciplinary action, up to and including discharge.

D. In addition, all employees are expected to cooperate with efforts by the Sheriff's

Office to ensure compliance with this Article. The obligation to cooperate includes, but is not limited to, the obligation to respond to requests for information regarding the reasons for absences and requests for medical verification, consistent with this Article. Failure to cooperate with efforts to ensure compliance with this Article will also be considered grounds for disciplinary action, up to and including discharge.

5. Other Sick Leave Provisions

A. Used sick leave shall be charged on the basis of forty (40) hours per week, or: (1) ten (10) hours per day for (4) day workweek employees or (2) eight (8) hours per day for five (5) day workweek employees.

B. Sick leave charges in excess of accrued sick leave credits may be charged against earned and available annual leave or leave without pay at the employee's option. Leaves without pay shall be subject to the approval of management. .

C. Sick leave shall be charged to the nearest full hour.

D. Nothing in this Agreement shall be construed to require the County to permit employees who have exhausted their sick leave to substitute compensatory time for sick time.

6. Sick Leave in Application to Final Average Salary. In accordance with the terms of ORS 238.350 accumulated unused sick leave will be applied to final average salary.

7. Parental Sick Leave. During the term of a parental leave mandated by Oregon Law, the employee on such leave may use accumulated sick leave up to twelve (12) weeks following birth or adoption of a child. The leave may extend for the full twelve (12) weeks regardless of parental leave taken by the other parent.

8. Sick Leave Records. The medical or psychological condition that is the employee's reason for their use of sick leave shall be considered confidential information to the extent required by the Americans with Disabilities Act or other applicable law.

9. Effective January 1, 2018, the first forty (40) hours of sick leave an employee uses in a

calendar year shall be considered “hours worked” for the purpose of computing overtime.

10. Oregon Paid Family and Medical Leave Reopener. The parties acknowledge that either the MCCDA or the County may, at a later date separate from successor bargaining, exercise a benefits reopener of Article 10 Sick Leave and Article 12 Health and Welfare. This reopener will be for the exclusive purpose of addressing impacts and effects of the Oregon Paid Family and Medical Leave Act, and may include, but is not limited to benefits and benefit plan design. This Reopener will be subject to the same rules and bargaining process that pertains to full contract successor negotiations.



**ARTICLE 11****OTHER LEAVES**

1. Leave of Absence. Consistent with the needs of the County, leaves of absence without pay for a limited period, not to exceed one hundred eighty (180) days, shall be granted for any reasonable purpose and such leaves may be renewed or extended for any reasonable period.

Any employee who has been granted a leave of absence without pay and who for any reason fails to return to work within five (5) days after the expiration of said leave of absence shall be considered as having resigned their position with the County, and their position shall thereupon be declared vacated, except and unless the employee prior to the expiration of their leave of absence has made application for and has been granted an extension of said leave, or has furnished evidence that the employee was unable to apply for an extension of such leave by reasons of sickness, or physical disability, or physical impossibility of compliance.

2. Jury Duty. Employees shall be granted leave with full pay in lieu of jury fees any time they are required to report for jury duty and be absent from work on that day. Any employee required to attend jury duty shall be considered as a day shift employee with a schedule of Saturday and Sunday off without loss of shift differential for the employee's regularly assigned shift.

3. Voting Time. Employees who reside in areas that allow voting at polling stations shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote.

4. Association Business

A. Members of the Association selected by the Association to participate in Association activity shall be granted a leave of absence without pay at the request of the Association subject to availability of relief personnel.

B. The Association negotiating team may be comprised of not more than seven (7)

members of which up to three (3) may attend negotiating sessions without loss of pay. The Association shall notify the applicable Division Commander of the selected members not less than seven (7) days in advance of each negotiating session. The three (3) designated members shall be scheduled on day shift for the date scheduled for a negotiating session.

C. Upon notice to the facility commander or designee, Association Executive Board members shall have the right to investigate and process grievances, or meet with County administrators to discuss union business, during scheduled work time.

D. Upon notice to the Chief Deputy, up to six (6) Association Executive Board members will be relieved from duty for an eight (8) hour block at straight time to attend meetings six (6) times a year. Should the total number of hours of such work exceed two hundred eighty-eight (288) hours in a calendar year, Executive Board members shall be entitled to take leave without pay after making arrangements with the Chief Deputy. In years in which successor negotiations begin, an additional two hundred (200) hours shall be allowed. Hours spent in negotiation sessions pursuant to paragraph B above, and time spent by Employee Benefits Advisory Team representatives attending EBAT meetings as provided in Article 12, shall not be charged under this paragraph. In addition, Association Executive Board members will be relieved from duty to attend additional meetings throughout the year with designated MCSO management representatives to discuss specific issues or topics, as approved by the Chief Deputy.

E. The time that Association Executive Board members spend performing Association business that is not paid by the County will be considered "hours worked" for the purpose of computing overtime.

5. Educational Leave. After completing one (1) year of service, an employee upon request may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his employment. The period of such leave of absence shall not

exceed one (1) year, but it may be renewed or extended upon the request of the employee when necessary. There will be no loss of seniority for up to one year of an educational leave.

One (1) year leaves of absence for educational purposes, including any requested extension, may not be granted more than once in any three (3) year period. Employees may also be granted leaves of absence with or without pay for educational purposes for reasonable lengths of time to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the County.

6. Tuition Reimbursement. The tuition reimbursement policy as set forth in the County's Board Order dated November 21, 1978, will be continued. In addition, the County may advance the cost of tuition and incidental expenses if, in the County's judgment, such advance is consistent with County financial and operational needs and priorities, and the employee signs an agreement that if the employee does not satisfactorily complete the course, or if their County employment terminates before completion of the course, the County will have the right to deduct the amount of the advance from their pay or use other means to collect the amount of the advance.

7. Military Leave

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

B. Leave With Repayment. Employees shall be allowed to attend required military

service or training sessions which fall on their regular working day(s) in lieu of their scheduled shift provided that twenty (20) days' notice is given and they agree to and do work on a scheduled day(s) off in compensation. Such repayment shall be made within ninety (90) calendar days or the equivalent amount of pay shall be deducted from the employee's next paycheck. When an employee fails to comply with this section on two separate occasions during the term of this contract, further rights under this subsection b shall be suspended for twelve (12) months from the date of the second (2<sup>nd</sup>) infraction.

8. Effect of Leaves on Time Exchange Repayments. An employee may work the first half of an approved time exchange prior to taking an authorized leave of absence and receive the benefit of the repayment portion of that exchange during their authorized leave if the trade was approved in advance by the employer in accordance and otherwise in conformance with any applicable time exchange policy in effect at the time the affected employees proposed the time exchange. Employees who plan to use time exchanges in this manner at the time of the initial request for the exchange shall inform the manager to whom the request is submitted of this plan, specify the proposed dates for both portions of the time exchange, and (insofar as practicable) the anticipated start date of the leave. When such a time exchange is approved, the approving manager shall promptly notify the MCSO Payroll Supervisor in writing of the tentative plan, with a copy sent to the employee.

9. Bereavement Leave. An employee shall be granted not more than three (3) days' bereavement leave with payment at the regular rate of pay for working time missed during such three (3) day period in the event of death in the immediate family of the employee. If such funeral is beyond three-hundred and fifty (350) miles from the City of Portland, Oregon, the employee may be granted up to three (3) additional days of paid leave for travel. Such leave with pay shall be for the purpose of making household adjustments or to attend funeral services. Bereavement leave will run concurrently with any additional bereavement leave an

employee is entitled to receive under the Oregon Family Leave Act or Oregon Sick Leave Law.

10. Immediate Family. For purposes of the immediately preceding paragraph only, an employee's immediate family shall be defined as spouse, domestic partner, parents, children, grandchildren, brother, sister, grandparents , father-in-law, mother-in-law, sister-in-law, or brother-in-law. For purposes of this section, a domestic partner's children shall be treated as children of the employee if, before their death, the employee legally adopted them or they regularly lived with the employee and domestic partner for at least six (6) months immediately prior to the death as part of a joint familial unit to which the employee regularly contributed financial support and parental guidance. Further, the legally recognized parents, step-parents, grandparents and siblings of the domestic partner shall be treated as in-law equivalents of the employee. In the event of death involving relationships other than those set forth above, under exceptional circumstances, a leave of absence may be granted by the Sheriff or the Sheriff's appointed designee(s) upon request.

### **ARTICLE 13**

#### **WORKERS' COMPENSATION**

1. The County shall provide to all members of the bargaining unit full coverage as required pursuant to the provisions of the Oregon Workers' Compensation Act.

2. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt their continued period of employment with reference to accrual of seniority or retirement vesting rights unless the employee's "attending physician" (as that term is defined under ORS 656.005(12), the State Workers' Compensation Department or Board (or its successor) certifies to the County in writing that the employee will be permanently disabled to such an extent that the employee will be unable to return to the County and fully perform the duties of the position the employee occupied at the time of injury. In such event the employee's status

shall be governed exclusively by applicable State statutes related to re-employment and non-discrimination.

3. The County shall supplement the amount of statutory benefits received by the employee for temporary disability due to occupational injury, illness or disease in an amount which, coupled with Workers' Compensation payments, will insure the disabled employee the equivalent of one hundred percent (100%) of their semi-monthly net take-home pay, up to twenty-four (24) months, subject to the following conditions:

A. Supplemental benefits shall only be payable for those days compensated by Workers' Compensation time loss.

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

C. To the extent not compensated by Workers' Compensation benefits, the day following the first day of occupational disability and the next succeeding day shall be compensated as time worked if such days would have been workdays.

4. If the County or its agent denies the claim or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work shall, to the extent not compensated as time loss by the County, be paid from and charged against their sick leave. However, if a denied claim is subsequently accepted or reversed, sick leave will be restored, and the associated sick pay will be recovered through payroll deduction for the amount of compensated time loss.

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

6. The County shall continue to provide medical and dental benefits as provided by Article from the first day of occupational disability subject to the limitations of Article 12, Health and Welfare, if any, for a period of twenty-four (24) months or such longer period as required by

law.

7. The County and the employee shall continue to make retirement contributions, including employee "pick-up", based upon the appropriate percentage of supplemental benefits paid, throughout the period that the employee receives such benefits.

8. The employee shall receive their supplemental benefits for a given pay period on the regular payday for that period.

9. If an employee sustains an injury during their probationary period, the employee's probation may be extended by written agreement of the Association and the County.

10. PERS Continuation Program. An employee with ten (10) or more years' seniority can elect to participate in the PERS Continuation Program. This Program is in lieu of Supplemental Benefits and is subject to all applicable laws and regulations. Participation in this program shall not constitute any guarantee of retirement benefits owed to the employee by either the County or the Public Employees Retirement System.

A. Written Election. Eligible employees who wish to participate in the PERS Continuation Program shall sign an election form and present it to the Multnomah County Finance Division, Payroll Office.

B. Benefits. The employee will receive one-hundred percent (100%) of their regular straight time salary (including premiums being paid just prior to initiation of any workers' comp-related time loss payments) retroactive to and including the first day of the pay period in which the election is made. The County will also make full PERS contributions, including employee "pick-up," for the same time period. However, the County is not required to pay these benefits for days the employee receives regular salary under Section 13 (3) of this Article. In addition, these benefits shall only be payable for those days compensated by Workers' Compensation time loss on an approved claim. If an award of retroactive benefits is made on an approved claim, the employee may elect to participate in the PERS Continuation

Program at the time the decision to award benefits is made. The effective date of the election will be retroactive to the earliest date for which the employee receives retroactive Workers' Compensation benefits. If an employee elects to participate in the Program but their claim is not approved, the election will be void and the employee will be entitled to exercise the election on another occasion. However, because the election stays in effect for three (3) continuous years from the first (1st) date for which the employee actually receives PERS Continuation Benefits under this program, a Workers' Compensation claim denial after the employee has received PERS Continuation benefits under this program does not void the election or create a new election opportunity.

C. Duties of Participating Employees

(1) The employee must reimburse the County for an amount equal to the Workers' Compensation benefits received. The employee electing to participate in this program is not entitled to keep both wages and the Workers' Compensation benefits.

(2) The employee must pay the County an amount equal to the Workers' Compensation benefit received within seven (7) days of receiving his Workers' Compensation benefit check. The employee is responsible to make sure that the County actually receives the payment within the seven (7) day period. Thus, the employee must either hand-deliver a check to Multnomah County Finance Division on or before the seventh (7th) day, or make sure that the payment is actually received by the Finance Division by mail no later than the seventh (7th) day. Receipt means actual receipt of the check. An employee who fails to make timely delivery will owe collection fees and may owe penalties as described below, unless they are waived by the County.

D. Other Provisions:

(1) Delinquency. An employee who fails to pay the County as required above is considered delinquent. Employees who are delinquent may be required to pay penalties and



fees. These penalties and fees can accumulate up to twice the amount of the delinquent Workers' Compensation equivalent payment.

(2) County Duty to Notify Employee. When an employee is delinquent, the County shall notify the employee of the delinquency in writing. Notice shall be sent by certified mail. The notice shall include the date on which the payment became delinquent, and the principal amount owed and penalties accruing, and how the employee can cure the delinquency. The notice shall also inform the employee of the right to appeal the amount of any collection fee or penalty.

(3) Collection Fees for Late Payments. In addition to the missed payment, the delinquent employee is required to pay the County a fifty dollar (\$50) collection fee. The County is also entitled to collect a delinquency penalty for each day of late payment after the employee receives notice of delinquency. This daily fee shall equal one percent (1%) of the Workers' Compensation benefit received by the employee for that pay period. For example, an employee who repays an eight-hundred dollar (\$800) delinquency within one (1) week after receipt of the notice of delinquency will be assessed fees and penalty of one-hundred six dollars (\$106) [fifty dollars (\$50) collection fee plus fifty-six dollars (\$56) in delinquency penalties]. If an employee repays the delinquency prior to receipt of the notice of delinquency, the employee will be assessed only the fifty dollars (\$50) collection fee.

(4) The amounts owed by the employee can accumulate to an amount no more than twice the amount of the delinquent time loss equivalent payment. Employees who are physically or mentally disabled to such an extent that they cannot perform repayment obligations will not be assessed penalties during the period of such incapacity. In addition, an employee who has never in fact cashed the Workers' Compensation benefit check and who returns the check to the County shall not be assessed a daily delinquency penalty. These exceptions shall be enforceable through the grievance procedure.

(5) Request for Penalty Waiver. A delinquent employee may request waiver of a delinquency penalty or collection fee. The request shall be in writing to the Director of the County's Finance Division. The request shall state the reasons for the late payment. The request must be made within ten (10) days after the delinquent payment is made, or ten (10) days after receipt of notice of delinquency, whichever is earlier. The Director shall have the discretion to waive or reduce the fee or penalty imposed.

An employee wishing to request a waiver must first pay the underlying debt and the collection fee. If the employee's request is denied, the employee must then pay the fees owed within seven (7) days of the receipt of the Director's decision. The Director's decision on the request shall be sent in writing to the employee by certified mail. The Director's decision shall be final.

E. Length of Coverage. An employee may choose to be covered under the PERS Continuation Program only once for the employee's entire career as a Corrections Officer with Multnomah County. Once selected, the election shall continue for three (3) continuous years from the effective date of the election. The eligible employee is entitled to receive benefits under the program for the entirety or for any portion of the election period for any compensable claims.

## **ARTICLE 14**

### **SENIORITY AND LAYOFF**

#### **1. Definition of Seniority**

Seniority shall be determined as follows:

- A. Total length of unbroken service within job classification; if a tie occurs, then
- B. Total length of unbroken service within the bargaining unit; if a tie occurs, then
- C. Total length of unbroken service with the Corrections Branch; if a tie occurs, then
- D. Total length of unbroken service with the County; if a tie occurs, then
- E. Score on the Civil Service examination; if a tie occurs, then
- F. Filing date of the application.

#### **2. Computation of Seniority**

A. Seniority at contract signing Seniority from the signing date of this Agreement shall be in accordance with the seniority list posted on the County's website, as set forth in Article 21, Section 13, and in the event of bumping or voluntary demotion to a vacancy in lieu of layoff, in accordance with Section B. (6) below. Nothing contained in this Agreement shall affect already determined dates of probationary service.

B. Seniority for time served subsequent to contract signing Seniority for time served subsequent to the signing date of this agreement shall be in accordance with the following rules:

(1) Time on authorized leave taken with pay will be counted.

(2) Except to the extent required by law governing military leaves, if an employee takes a leave of absence without pay which exceeds thirty (30) consecutive days, no portion of the leave will count. However, this provision shall not apply to educational leaves up to one year under article 11.5, and approved leaves under the Oregon Family Leave Act and the Federal Medical Leave Act.

(3) Time spent in a trainee capacity (e.g., CETA, or Intern Programs) will not be included.

(4) At the time of initial hire in a permanent capacity, temporary time served which counts toward the probationary period as provided in Article 2.A. shall also count toward seniority.

(5) Time spent in a classification in previous government service will be included if the employee transferred in accordance with ORS 236.610 through 236.650.

(6) An employee who transfers to a lower classification in the promotional line within the bargaining unit will be understood, for purposes of these guidelines, as having accrued seniority in their present classification plus the seniority accrued in the higher classifications held by them prior to their transfer.

(7) Time spent on layoff will not be included.

(8) Service is "broken" for purposes of this Article by discharge, voluntary quit from employment with Multnomah County, promotion or transfer out of the bargaining unit except as specifically provided in Subsections 3.B.(2)d.4. and 3.B.(2)d.5., below, or expiration of the layoff list.

### 3. Application and Seniority

A. Retirement. It is understood that seniority dates as established in this Agreement do not apply to retirement benefit calculations.

#### B. Layoff and Bumping

(1) The Basic Layoff Rule. Reductions in force are to be identified by classification. Employees holding positions shall be subject to transfer, demotion, or layoff options in inverse order of seniority.

(2) Bumping

a. Definitions

1. Bumping. The replacement of an employee with less seniority by an employee with more seniority.

2. Promotional Line. A "promotional line" refers to a series in which the higher classification requires service in the lower classification as a prerequisite. The following promotional line is recognized for the purposes of the layoff provisions of this Agreement: Corrections Officer, Corrections Supervisor (Sergeant).

3. Classification previously held. A "classification previously held" refers to a classification in which the employee served as a regular employee.

b. Bumping employees in the same classifications. If no vacancy exists, the employee may bump an employee with less seniority.

c. Bumping employees in a lower classification. An employee who is subject to layoff may transfer to a lower classification in the same promotional line, or to a classification previously held, if (1) a vacancy exists, or (2) if no vacancy exists, the employee has more seniority than the employee in the lower classification. For purposes of this subsection seniority includes unbroken service accumulated in both the higher and lower classifications in accordance with 3.B.(2)a.ii. above.

d. Special employee categories

1. Employees without permanent status. Within a classification, temporary and other employees who do not have permanent status will be laid off before employees with permanent status, will not be placed on layoff lists, and do not have bumping rights. The order of layoff of temporary employees shall be governed solely by the Sheriff's judgment.

2. Permanent employees on temporary appointment. A person

who had acquired permanent, non-probationary status in a classification and who subsequently is given a temporary appointment shall be entitled to reappointment in his former classification under the guidelines of this procedure.

3. Probationary employees. Time spent on layoff will not count toward the probationary period.

4. Trial service period. The trial service period shall not exceed one (1) year. An employee who has not completed a trial service period following promotion and is laid off or terminated for non-disciplinary reasons shall be afforded bumping rights to the classification previously held prior to promotion according to seniority. Time served in the higher classification shall be deemed service in the classification previously held. For purposes only of this subsection, the first year of service in an exempt Corrections Branch classification shall be deemed a trial service period and time served shall be treated as in any other classification.

5. Exempt Corrections Branch Employee. An employee may be bumped by an exempt Corrections Branch employee who was previously a member of the bargaining unit and who either fails probation at the exempt management position or is demoted by reason of budgetary reorganization or pursuant to Multnomah County Code 9.120(C). In such event only time served in bargaining unit status shall be counted.

(3) Notification and Placement on the Layoff List

a. Notice. All employees who may be subject to layoff shall be given notice in writing at least fifteen (15) days prior to the day of expected layoff. Such notice shall stipulate the reason for layoff, advise that the layoff is for reasons not reflecting discredit on the employee, and inform the employee of any transfer or demotion option which the employee may possess under this Agreement. The Association shall also receive such notification.

b. Offer of Transfer or Demotion. An employee who is subject to

layoff and who is offered a transfer and/or demotional option will indicate a preference within five (5) days of receipt of notice. Failure to do so will be deemed as agreement to accept layoff status.

c. Placement on List. The name of an employee who is laid off shall be placed on a layoff list by seniority for the classification which the employee last held and any other lower classification in the promotional line. An employee who accepts a lateral transfer or elects to retire shall not be considered as having layoff status and shall not be placed on a layoff list. However, an employee who accepts a demotion shall be placed on a layoff list for the classification from which the employee was demoted.

d. Time in Layoff Status. Employees are entitled to have their names remain on a layoff list for twenty-four (24) months from the date of layoff or demotion in lieu of layoff. Employees will be removed from the layoff list only under the following circumstances:

1. Upon written request of the employee; or
2. Upon election to take retirement status; or
3. Upon acceptance of permanent reappointment from the layoff list; or
4. Upon declining an offer of permanent reappointment; or
5. Upon failure to receive a response to a certified letter sent to the employee's last known address within fourteen (14) days of its having been mailed.

(4) Recall of Laid-Off Employees. When a vacancy occurs in a classification for which a layoff list exists, the employees on the list shall be recalled in order of their seniority. Failure of the County to recall a laid-off employee will be permitted only when the manager submits clear justification in writing to the employee and the Association that re-employment would not be in the best interest of the County by reasons that the employee is

no longer qualified for the position. The above justification shall be reviewed and processed in accordance with the rules governing dismissal for cause. All laid-off employees in a classification must be recalled before the County may fill a vacancy in the classification through the normal examination process.

C. Shifts and Days Off. Whenever there is more than one (1) shift within the same job classification, employees shall, on an annual sign-up basis, indicate their preference of facility, shift and days off according to their respective seniority. The Corrections Commander or their designee will make shift/days off/facility assignments based on seniority preference to the extent that they determine they are consistent and do not conflict with the needs of the Office of the Sheriff. Such determinations by the Corrections Commander shall be reasonable. However, probationary deputies may be reassigned or rotated among shifts and facilities for any reason. If vacation bidding by shift is terminated pursuant to the MOU between the parties, this section shall thereafter be read as though the word “facility” did not appear herein.

4. Work assignment. The County reserves the right to make work assignments; however, no assignment shall be for solely arbitrary or capricious reasons. The County shall use a competitive selection process for special assignments. Upon request, the Association will be provided with the final ranked list of qualified applicants for these off-line positions. Prior to the notice of interest being published, the non-represented manager responsible for managing the unit will give the MCCDA President or designee an opportunity to review and discuss the selection process. If the employer elects to use an application process for filling a particular “special assignment” at a given time, it shall use a process that provides general notice of the opportunity to the bargaining unit. Upon written request to the Chief Deputy, non-selected applicants will be provided feedback for improvement.





**ARTICLE 20****SETTLEMENT OF DISPUTES**

1. Grievance Procedure. Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner except that probationary employees shall have no right to appeal discipline or discharge under this grievance procedure:

Step I: After first attempting to resolve the grievance informally through the exempt chain of command any employee or the Association may present in writing such grievance to the Corrections Chief Deputy, with a copy to Human Resources, within fifteen (15) working days of the alleged contractual violation; if, at the time of the alleged violation, the employee or his or her representative is unaware of its occurrence, a grievance may be presented in writing within fifteen (15) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. A grievance may not be initiated concerning an event after sixty (60) days have elapsed; however, in no way is this provision to be interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not a single isolated incident). The grievance notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The applicable Chief Deputy or their designee shall then attempt to adjust the matter and respond, in writing, to the employee or the employee's representative within fifteen (15) working days.

For the purposes of this grievance procedure, "working days" shall be defined as Monday through Friday, excluding recognized holidays under the County Management Compensation plan.

Step II: If the grievance has not been answered or resolved, it may be presented in writing by the employee or their representative to the Sheriff or his designee(s) within fifteen

(15) working days after the response is due at Step I. The Sheriff, or his designee(s), shall respond to the employee or their representative, in writing within fifteen (15) working days. If the response is to the employee, a copy will be provided to the Association.

Step III: Arbitration. If the grievance has not been answered or resolved at Step II, the Sheriff or the Association may, within ten (10) working days after the expiration of time limit specified in Step II, request arbitration by written notice to the other party. After the grievance has been submitted to arbitration, the Association and the Labor Relations Division acting for the Sheriff, shall jointly request the State Mediation and Conciliation Service for a list of the names of seven (7) arbitrators drawn from a pool consisting of Oregon and Washington arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names; the order of striking to be determined by lot. One (1) day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list. The arbitrator shall be requested to begin taking evidence and testimony within a reasonable period after submission of the request for arbitration, taking into account the schedules of the parties, representatives, and witnesses, as well as that of the arbitrator; the arbitrator shall be requested to issue their decision within thirty (30) days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of subpoenas, the cost of which shall be borne by the party requesting the subpoena. The arbitrator's decision shall be final and binding, but they shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. The Arbitrator's decision shall be within the scope and terms of the Contract and in writing. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the supervisor, and

it shall state the effective date of the award. Fees and expenses for the arbitrator shall be borne by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made electronically or by reporter, on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator. Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the aggrieved party that the matter has been resolved.

2. Stewards and the Investigation of Grievances. Employees selected or elected by Association as employee representatives shall be known as "Stewards". The names the stewards shall be certified in writing to the County by the Association. Upon notification to the supervisor and the tentative cause of a grievance, a steward(s) may investigate a grievance(s) and represent employees in grievances and "Weingarten" meetings during working hours without loss of pay. All efforts will be made to avoid disruptions and interruptions of work. Employees meeting with their steward or Association representative to investigate a grievance will also be permitted to do so without loss of pay during working hours.

3. ULP's. If the County or Association intends to file an unfair labor practice charge against the other party, it shall give that party advance written notice of such intent and a reasonable opportunity to meet to discuss the basis of such charge and possible resolution prior to filing the charge, unless the delay needed for such a discussion would cause prejudice to the claim; in the latter event, the notice and meeting is not excused, but may occur after the filing of the charge.

4. Constructive Notice Requirements. If the Association provides any notice or letter required by this Article to the wrong supervisor or administrator in the MCSO or in the County Labor Relations Department, the notice shall nevertheless be considered to have been timely

submitted if a copy has been sent to the Corrections Chief Deputy and the MCSO Human Resources Director.

## **ARTICLE 21**

### **GENERAL PROVISIONS**

#### **1. No Discrimination**

A. Equal Application of Contract. 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, national origin, or political affiliation. It is further agreed that there will be no discrimination against the handicapped unless bona fide job-related reasons exist. The Association shall share equally with the County the responsibility for applying the provisions of the Agreement.

B. Affirmative Action. In recognition of the joint commitment of the County and Association to affirmative action principles, the County will make available on a fiscal year basis to the Employee Relations Committee a report of progress made toward affirmative action goals. This report will form the basis of discussions concerning joint efforts which can be taken by the parties to achieve stated goals.

C. Right to Association Membership. The County and Association agree not to interfere with the rights of employees to become members or refrain from becoming members of the Association, and there shall be no discrimination, interference, restraint or coercion by the County or the Association or any County or Association representative against any employee because of or in Association membership or non-membership or because of or in any employee activity in an official capacity on behalf of the Association, provided such activity does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

2. Bulletin Boards. The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Association. The Association shall limit its postings of notices and bulletins to such bulletin boards. All postings will be signed and

dated by an appropriate Association officer.

3. Visits by Association Representatives. The County agrees that accredited Association representatives shall have reasonable access to the premises of the County at any time during working hours to conduct Association business. Every reasonable effort will be made by the Association representative to ensure that such visits cause no disruptions of work.

4. Changes in Work Rules or Conditions. When any change in existing rules or conditions not otherwise covered by this Agreement is instituted by management, it shall not be done for arbitrary or capricious reasons. Any unresolved complaint as to the reasonableness of a change in rules or conditions shall be resolved through the grievance procedure.

5. Rules. The County agrees to furnish each employee with a copy of all applicable work rules. Except in emergency situations, any new rules instituted shall be posted in all affected work areas at least seven (7) days before becoming effective, and furnished to each employee within thirty (30) days after they become effective. New employees shall be provided a copy of all existing rules at the time of hire.

6. Uniforms and Protective Clothing. If an employee is required to wear a uniform, protective clothing, or any type of protective device, such uniform, protective clothing or protective device shall be furnished to the employee by the County, specifically to exclude standard footwear, trouser belt with buckle, and handcuffs. The cost of maintaining the uniform or protective clothing or device, excluding cleaning but including initial tailoring, shall be paid by the County. Clothing and other devices other than uniforms, protective clothing and devices now provided by the County shall continue to be provided and shall uniformly be provided by job classification by the County.

In the case of an employee who is required not to wear a uniform, the County will replace any employee clothing damaged in the line of duty. Glasses or contact lenses lost or damaged during an altercation in the line of duty shall be repaired or replaced at no cost to the

employee.

7. Time Exchanges. The practice of time exchanges between officers will be allowed subject to approval of the affected shift commanders. Effective January 1, 2009, officers shall be limited to a maximum of one-hundred and four (104) time exchanges per calendar year. Time exchanges for the purpose of military service shall not be charged against the allotted number of time exchanges. Any denial of a request shall not be for arbitrary or capricious reasons.

Time exchanges may not be scheduled to occur more than sixty (60) days from the approval of the request. If an officer has three (3) failed time exchanges in any calendar year, the privilege of time exchanges shall be immediately suspended, and such suspension shall be for a period of time to extend six (6) calendar months from the date of the last previously-approved time exchange; provided that, previously-approved time exchanges shall not be canceled. For purposes of this paragraph, a "failed time exchange" shall mean an approved time exchange in which the officer failed to show up for work two (2) or more hours after the scheduled beginning time of the shift. A failed time exchange due to any absence may be treated as a failed time exchange.

8. Employee Relations Committee Meetings. To promote harmonious relations and to provide internal communications, the Association and the Sheriff will establish an Employee Relations Committee consisting of three (3) representatives from each party. The Committee will establish regularly scheduled meetings to discuss any matters pertinent to maintaining good employer-employee relationships, specifically to include safety issues. Each party shall advise the other as far in advance as possible of the subject matters to be discussed.

9. Contract Work

A. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in layoff of



any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision shall not apply to contracting out or subcontracting work when such was anticipated and considered as a part of the budgeting process and when the Association President has been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual executive budget or formal Board consideration of budget modifications. In all cases of layoff resulting from contracting out or subcontracting work, the County agrees to make a good faith effort to find suitable and comparable employment.

The County agrees to meet with the Association to discuss the effect of proposed contracting out or subcontracting prior to the presentation of the proposal to the County Executive or Board for formal action.

B. The County agrees to employ MCCDA Corrections Officers to supervise inmates under the supervisory authority of the Sheriff as defined in MCC 15.001(B) while housed in local correctional facilities as defined by ORS 169.005(3). For purposes of this subsection, the classification of "Corrections Officer" shall mean individuals certified by the State of Oregon Department of Public Safety Standards and Training under ORS 181.610(5) and ORS 181.652. This section does not apply to facilities and programs under the supervisory authority of DCJ as defined in MCC 17.002.

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

10. Outside Employment. Permission to work at outside employment must be approved in

writing by the Sheriff. The Sheriff's application of the rule governing outside employment shall not be arbitrary or capricious.

11. Supremacy of Contract. To the extent allowable by Oregon Revised Statutes whenever a conflict arises between this Agreement and Multnomah Code 9.120(C) or its successor, this Agreement shall prevail.

12. Joint Committee on Payroll and Time Keeping System. The Union agrees to appoint a representative to serve on a standing county-wide Payroll/Time keeping System labor-management committee which shall meet with the Finance Division's Payroll Supervisor and other relevant managers to discuss in advance any major change in the payroll or timekeeping system which would be applicable to members of the union's bargaining unit. A "major change" includes but is not limited to such changes as those needed to implement new or structurally modified benefits or wage categories managed through the payroll system, programming changes, and changes in check stubs or deposit advice. The purposes of such committee shall be to assist in identifying in advance potential technical problems that might interfere with the efficient and effective introduction of the planned change, any adverse impacts such change might have on employees and available means for ameliorating such impacts, and other changes that might improve the payroll and time keeping systems.

13. The seniority list for bargaining unit employees will be available on the County's website under the labor contract listings at: <https://multco.us/employee-labor-relations/labor-contracts>. The seniority list will be updated monthly.

**ADDENDUM B****DUTY STATUS FOR HEARINGS/COURT SUBPOENAS**

1. The following table sets forth the pay status of an individual, depending on whether the employee is the subject of litigation or a witness and whether it is the person's work day or day off (based on 5/31/88 Skipper-Gatzke Memorandum):

	<u>SUBJECT:</u>	<u>WITNESS:</u>
DAY OFF:	No Pay	Overtime
NOT DAY OFF:	No Loss	Overtime of Shift Adjustment

2. An Association member acting as an employee of the Association may take the day off on union business/no pay, and be compensated by the Association.

3. The member(s) involved will be relieved of duty for their testimony/deposition only.

4. The member(s) involved, who are on duty shall report to the OIC at 0715 hours for briefing and assignment. The member(s) shall be relieved of duty fifteen (15) minutes prior to their testimony and are to return to their assigned post fifteen (15) minutes after they have testified.

5. In all cases, the appearance verification form must be completed by the County's Attorney or Labor Relations Specialist, indicating the date and time of testimony from beginning to end.

6. Every attempt will be made to notify management of upcoming trials/hearings at least fourteen (14) days in advance.

7. Management reserves the right to either adjust the member's shift or pay overtime.