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 - 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 12

HEALTH AND WELFARE

1. Medical and Dental Insurance Premiums

A. Contribution Toward Insurance Premiums

(1) Full-time employees

a. Full-time Employee – Definition

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

b. Medical/Vision Prescription Insurance

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 as follows:

Health Plans	County Contribution	Full-Time Employee Contribution
PPO 400 Plan	92.5%	7.5%
Major Medical Plan	100%	0%
Kaiser 10/20 HMO Medical Plan	95%	5%

c. Dental Insurance

Each eligible full-time active enrolled employee's monthly contribution for the purchase of dental benefit plan coverage will be as follows:

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

d. Part-Time Employee Coverage

In the event the County elects to employ part-time employees in positions covered by this Agreement, the County will bargain with the Association regarding the terms of coverage, consistent with applicable law.

i. Part-Time Employee Definition

Part-time employees shall be defined as bargaining unit employees who are regularly scheduled to work twenty (20) to thirty-one and ninety-nine one-hundredths (31.99) hours per week (this excludes employees that work three (3) ten (10) hour shifts).

B. Health Care Plan Changes During the Term of Agreement. MCCDA and the County recognize the increasing costs of health care to be a major concern. In an effort to collaborate together over quality health plans, design changes and increasing costs, the County agrees to notify the Association any time there is a proposed change in plan design, change in plan designs offered to other bargaining units or any optional changes proposed by carriers that would impact plan design cost or plan designs. The County agrees to meet with the Association whenever the Association requests to meet regarding proposed changes in plan designs by other bargaining units or changes offered by carriers that would impact plan

designs. Changes in plans or plan designs which are mandated by carriers and which cannot be resolved by the parties, shall be subject to notice and expedited bargaining obligations, consistent with applicable law. Changes in plans or plan designs which are mandated due to Federal or State laws, rules, or regulations shall be presented to the Association, but will be implemented by the County as required by law.

C. Premium Calculations. For Kaiser Plans, the premium charges shall be the amount charged by Kaiser to the County. For the self-funded PPO medical and dental plans, the premium charges shall be calculated, using sound actuarial principles, and include projected claim costs based on plan experience as required by state regulations, Incurred But Not Reported (IBNR) expenses, Oregon Medical Insurance Pool or other State or Federal assessments, pharmaceutical claim expenses, stop-loss premiums, third-party benefit plan administration costs, and an appropriate trend factor selected to limit County contributions and employee cost shares while providing adequate funding for plan operations. The Association may challenge the accuracy of the premium calculations through the grievance and arbitration procedure and the arbitrator shall have the authority to award a refund of excess contributions for the calendar year in which the miscalculation was determined to have occurred. Such a challenge shall not be limited by the time lines set forth in Article 20, but only one challenge may be filed for any calendar year and any award of excess contributions shall be limited to that year.

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

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

F. Opt-Out of Medical Plan. Employees may elect to Opt Out of the County's

medical benefit plan by making that election during the Benefit Enrollment process. Employees making such an election must provide annually, an affidavit or other qualifying proof of other group medical benefit plan coverage covering all tax dependents in order to continue to make the Opt Out election. Employees will not be eligible to change their election until the County's official annual open enrollment period, unless the employee experiences an IRS recognized family status change event that would allow a mid-year health plan election change.

1. Full-Time Employees Who Opt-Out

Full-time Employees who Opt Out of medical plan coverage will receive a reimbursement paid by the County of two-hundred fifty dollars (\$250) (gross) per month. Employees may also elect to decline dental plan coverage through the County. However, there is no reimbursement associated with declining dental coverage and no proof of other dental coverage is required. Employees will not be eligible to change this election until the County's official annual open enrollment period, unless the employee experiences an IRS recognized family status change event that would allow a mid-year health plan election change.

G. Successor Plans and Carriers

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

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

2. Employee Benefit Advisory Team (EBAT)

The Association and the County have shared interest in addressing

increasing health insurance costs. In an effort to collaborate together over quality health plans, design changes and cost management, the parties agree to participate on an Employee Benefits Advisory Team (EBAT) with such other County employee bargaining units as agree to participate, to review and consider health plans, design changes and cost sharing features. The EBAT will be advisory only, and will report member recommendations to the County Chair. EBAT does not preclude the parties from entering into any Memoranda of Agreement (MOA) authorizing mutually agreed-upon plan changes. The Association will be entitled to one representative bargaining unit member on the EBAT.

H. Default Enrollment

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

I. Eligible Dependents

(1) Spouses and domestic partners

a. Definitions

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

2. A "domestic partner" is a person with whom the employee:
(a) Jointly shares the same permanent residence for at least six (6) months immediately preceding the date of signing an Affidavit of Marriage of Domestic Partnership; and intends to continue to do so indefinitely, or if registered with the

Multnomah County partnership registry, the six (6)-month waiting period is waived; and

(b) Has a close personal relationship

(c) In addition, the employee and the other person must

share the following characteristics:

i. Are not legally married to anyone;

ii. Are each eighteen (18) years of age or older;

iii. Are not related to each other by blood in a

degree of kinship closer than would bar marriage in the State of Oregon;

iv. Were mentally competent to contract when the

domestic partnership began;

v. Are each other's sole domestic partner;

vi. Are jointly responsible for each other's

common welfare including "basic living expenses" as defined in the Affidavit of Marriage or

Domestic Partnership.

b. Enrollment of Spouse/Domestic Partner

Employees may enroll a spouse or domestic partner in County medical and dental plans upon completion of the County's Affidavit of Marriage or Domestic Partnership and applicable enrollment process. Enrollment times and other procedures for administration of the medical and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees to the extent allowed by the law. Spouse or domestic partner must be enrolled in the same plan as the employee.

(2) Children

a. Definitions

1. any biological or adoptive child of the employee or

employee's spouse/domestic partner who is under the age of twenty-six (26); or

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

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

4. the newborn child (grandchild of employee) of an enrolled, unmarried, eligible child of the employee or employee's spouse/domestic partner who is under age twenty-six (26) at the time of grandchild's birth and when the parent child is also enrolled as a dependent under employee's County-sponsored coverage. Grandchild's eligibility for coverage ends upon the parent child's twenty-sixth (26th) birthday, marriage date, parent child and/or grandchild no longer reside with the employee whichever occurs first, unless the County employee has legal custody of the grandchild.

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

b. Enrollment of Dependent Children

Employees may enroll eligible children in County medical and dental plans upon completion of an applicable benefit enrollment process. Children must be enrolled in the same plans as the employee.

c. Taxability of Dependent Health Plan Coverage

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

(3) Termination of Dependent Health Plan Coverage

Written notice from employee upon termination of marriage or domestic partnership or any other change in dependent eligibility is required. Employees are responsible for timely reporting of any change in the eligibility status of enrolled dependent family members to the County Employee Benefits Office within sixty (60) days of the dependent status change.

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

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

c. Employees must remove from coverage a child who has become ineligible by completing a Benefit Change.

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

e. Termination of dependent health plan coverage ends on the last day of the calendar month in which the terminating event occurs. Examples:

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

J. 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 has provide any other required documents to the Employee Benefits Office on or before that date. Employees who complete the enrollment process 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 on or following the date enrollment requirements are completed. Employees who do not complete the enrollment process 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

1. County-subsidized coverage

Benefits options for retirees are provided for in Subparagraph N, below.

2. Unsubsidized benefits

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

b. Other terminating employees

1. County-subsidized coverage

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

Last Day in Paid Status	Coverage Ends
<u>1st - 15th of month</u>	<u>30/31st of the month</u>
<u>16th - 31st of month</u>	<u>30/31st of the following month</u>

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

2. Unsubsidized benefits

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

(3) Employees on unpaid leaves of absence

a. Leaves of less than 30 days

Employees' health and insurance benefits 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/OFLA Leaves

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

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.1” below, except that the last day of FMLA/OFLA leave will be deemed the employee’s last day in pay status.

c. Non-FMLA/OFLA unpaid leaves

1. 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 31st day of unpaid non-FMLA/OFLA leave occurs:

31st Day of Unpaid Non-FMLA/OFLA Leave	Coverage Ends
1st - 15th of month	30/31st of the month
16th - 31st of month	30/31st of the following month

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

2. Continuation of Coverage through COBRA

Employees enrolled in County medical and/or dental plans

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

3. Benefits Coverage upon return from a leave If the period of unpaid leave was sufficient to cause a termination of health plan coverage, enrollment option will vary based as follows:

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

(b) Employees returning from unpaid non-FMLA/OFLA leave in a new plan year may enroll in different medical and/or dental plans within thirty- one (31) days of their return. Such employees must notify the County Employee Benefits Office and complete the enrollment upon their return to work. If submitted enrollment is received by the first (1st) day of the month, the change will be effective that day; otherwise, coverage will be in effect the first (1st) day of the month following the employee's completed enrollment.

K. Flexible Spending Accounts

(1) Medical Expenses

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

(2) Dependent care expenses

To the extent permitted by law, Dependent Care Assistance Plan (DCAP)

accounts, which allow employees to pay for child or elder care with pre-tax wages, will be available according to the terms of the Multnomah County Dependent Care Assistance Plan.

(3) Transportation expenses

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

L. Emergency Treatment. Employees will be provided with emergency treatment for on the job injuries at no cost to the employees. Employees further will promptly sign an appropriate Workers' Compensation claim form when presented by the employer.

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

N. Retiree Medical Insurance. Retirees from this bargaining unit shall be eligible to participate in the County's medical plan subject to the following provisions:

(1) For purposes of this section, "retiree" refers to a person who meets the criteria of section 5 below, who separated from service from the County on or after July 1, 1992 and, at the time of separation occupied a position covered by the MCCDA bargaining unit. For purposes of this section, "member" or "members" refers to an active employee(s) who permanently occupies a position(s) covered by the MCCDA bargaining unit.

(2) Except as otherwise provided in this section, retirees may continue to participate in the County medical and dental plans available to members, but not in other County plans not available to members. Coverage of eligible dependents uniformly terminates

when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.

(3) To the extent members are permitted to choose among two (2) or more medical insurance plans, during annual enrollment, retirees shall be entitled to choose between the same plans under the same conditions as apply to members and including the Kaiser Maintenance Plan. Retired employees participating in the members' medical insurance plan shall be subject to the application of any change or elimination of benefits, carrier, administrator or administrative procedure to the same extent and at the same time as are members.

(4) The retiree shall be responsible for promptly notifying the Employee Benefits Office in writing of any changes in the retiree's current address and of any changes in retiree or dependent eligibility for coverage.

(5) Retiree Benefits Eligibility Association employees who are eligible to initiate a PERS pension upon separation from the County, meet the retiree eligibility requirements and enroll in a County-sponsored retiree health plan at employment separation are eligible for a premium subsidy from the County as follows:

a. If a retiree has thirty (30) years of continuous County service, regardless of age, the County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and their eligible dependents, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier.

b. The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and their eligible dependents, from the retiree's fifty-eighth (58th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had

1. five (5) years of continuous County service immediately preceding retirement at or after age fifty-eight (58) years, or
2. ten (10) years of continuous County service immediately preceding retirement prior to age fifty-eight (58) years, or
3. ten (10) years of continuous County service immediately preceding disability retirement regardless of age.

(6) Actual application for Medicare shall not be required for a finding that a retiree is "eligible for Medicare" under subsections a and b of section 5, above.

(7) Part-time service in a regular budgeted position shall be prorated for purposes of the service requirement set forth in section 5, above. (For example, twenty (20) hours the applicable service requirements).

(8) In addition to the other requirements of this section, continued medical plan participation or benefit of County contributions is conditioned on the retiree's continuous participation in the County's medical and/or dental insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion [i.e., fifty percent (50%) or 100 hundred percent (100%), as applicable] of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. However, a retiree who retires on or after ratification of this Agreement will be allowed to leave coverage and opt back on to a County plan as a one-time opportunity. To receive this benefit, the retiree must demonstrate continuous coverage under another employer-sponsored group medical plan and must enroll within sixty (60) calendar days of loss of coverage under the other group medical plan. The effective date of coverage will be the first day of the month on or after receipt of all enrollment forms. The County shall inform the retiree of the identity and mailing address of the

collection agent at the time the retiree signs up for continued post-employment medical insurance coverage, and shall inform the retiree of changes of collection agent not less than forty-five (45) days in advance of the effective date of the change.

(9) In the event the state or federal government mandates County participation in and payment, in whole or in part, for any medical and/or dental insurance or benefits plan which provides retirees with medical benefits or insurance coverage which would constitute a substantially similar substitute for the benefits or coverage and for substantially the same period as provided in this section, the County may cancel, in whole or in part, the rights and benefits which would otherwise be provided under this section to the categories of retirees or persons covered by the state or federal mandate, by written notice to MCCDA and retirees affected by the cancellation.

(10) In the event County insurance premium payments on behalf of retirees or their dependents are made subject to state or federal taxation, any additional County tax liability shall be directly offset against such payments required under this section. (For example, if the effect on the County of the additional tax is to increase the County's outlays by an amount equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's contribution shall be reduced to forty percent (40%) of the premium so that the net County costs will remain unchanged.) In such event, upon request by the County, MCCDA agrees to meet and discuss alternatives which may have greater tax advantages for members and the County.

2. Other Benefits

A. Optional Short-term Disability Insurance. Any full-time employee covered by This Agreement may participate in the Optional Short Term Disability insurance program. The monthly premium must be paid individually through payroll deduction. Short-term disability

Elimination period is thirty (30) days with benefits ending at the ninetieth (90th) day for timely Enrollees within thirty-one (31) days of hire. Qualification is subject to the eligibility requirements of the disability carrier contract.

B. Long-Term Disability Insurance

(1) All bargaining unit members that work twenty (20) hours or more per week will continue to be covered by a County-paid group long-term disability insurance policy, the provisions of which shall be the same as those in the County's group policy plan as specified to the Association. The County may not terminate a disabled employee (except for cause unrelated to the disability) during the period of disability.

(2) In the event an employee is on an approved FMLA/OFLA leave, the County will continue to pay the premium to provide medical insurance coverage. Once FMLA/OFLA provide medical insurance coverage. Once FMLA/OFLA entitlement has been exhausted, COBRA coverage will be offered and is self-paid.

C. Life Insurance. The County agrees to provide each employee covered by this Agreement with term life insurance in the amount of fifty thousand dollars (\$50,000), and accidental death and dismemberment insurance in the amount of fifty thousand dollars (\$50,000). Any increases to the County provided coverage are subject to the terms of the insurance contract.

Employees, at their option, may purchase supplemental term life insurance coverage for themselves, their spouse or their domestic partner consistent with the carrier contract(s) by payroll deduction. Premiums will vary according to age of the insured. Insured employees will have access to a certificate evidencing such insurance. Employees will designate their beneficiaries for life insurance coverage.

Retirees of the Public Employees Retirement System will be provided with five

thousand dollars (\$5,000) of term life insurance coverage by the County, provided they retired on or after July 1, 2001.

D. VEBA (Voluntary Employee Beneficiary Association). The County will convert an amount equal to one percent (1%) of each Association member's hourly rate (including base wages, overtime wages, incentive pay, and longevity pay), and will contribute that amount into each employee's HRA-VEBA account each pay period. The one percent (1%) will vary in terms of the actual dollar amount based on the number of hours worked and any increases in compensation. The one percent (1%) conversion will be deemed an employer-paid benefit and will not be subject to PERS contributions or benefits. The HRA contribution process will remain in place for the term of this collective bargaining agreement, with extension of the contributions subject to annual review by mutual agreement of the Association and County. Notwithstanding this paragraph, if a circumstance beyond the control of the parties substantively impairs the ability of the County to make the salary conversion and HRA-VEBA contributions as described above (e.g., a change in law or administrative rule), this paragraph may be voided by the County, at which time the one percent (1%) shall be added back to the salaries of each employee.

E. Right To Communicable Disease Information. If an employee is exposed while on duty to the blood or bodily fluids of an inmate, the County shall immediately request the inmate to voluntarily release their medical records to the employee's physician. The County shall, upon receipt of the release, provide appropriate medical information to the employee's physician. If an inmate refuses to sign the release, the County shall notify the officer and MCCDA concerning the matter.

F. Fitness for Duty Examinations. The County may require an employee to submit to and cooperate fully in a physical, psychiatric, or psychological examination. Except when

otherwise required by law, health practitioners conducting such an examination shall be selected by the County with all costs for such examination being borne by the County. Such examination is for the purpose of providing the employer with information needed to conduct its business, and is not one in which the employee and examining health care practitioner(s) will have or develop a patient-client relationship. The affected employee shall authorize the examining health practitioner(s) to forward a copy of the report to the Sheriff's Office Human Resources Director, as well as to a health care professional designated for this purpose by the employee, for review and release to the employee. The Human Resources Director may also provide the report to the County's medical or legal or labor relations representatives, including their assistants, in connection with actual or potential litigation. The Human Resources Director 13 may also share information in such reports in connection with fitness for duty determinations or leave or benefit eligibility under contract or law. The report may also be disclosed in the forum(s) in which any such litigation is pending and to persons incident thereto, subject to such protective orders and other limitations as the forum may impose. Except as otherwise required by law (e.g., court order) or for litigation, no other persons may have access to the report without the employee's written permission, including supervisors. Disclosure of employee medical, psychiatric or psychological information to supervisors or other persons will be generally permitted only when the supervisor or person has a genuine need to know. Disclosure in such instances shall be strictly limited to the amount and type of information reasonably necessary for the supervisor or other person to address the legitimate business purpose involved (e.g., work restrictions or limitations, accommodations necessary for the employee to perform their duties, information needed to respond to medical emergencies, etc.) A physical, psychiatric or psychological examination shall not be mandatory for each Employee more than once in each fiscal year, except when consistent with business

necessity as defined under the Americans with Disabilities Act.

G. Health and Security of Persons and Facilities; Administrative Search Authorized

(1) To aid the interdiction of illegal drugs, detect and suppress substance abuse, promote the health and safety of corrections employees, MCSO corrections clientele, and the public, further penal and rehabilitative policy objectives, and ensure confidence of the public and other justice service agencies in the integrity of the MCSO, the Sheriff may promulgate and enforce reasonable work rules related to the possession and use of drugs and alcohol, and design and implement a combined or singular urinalysis-based drug and breathalyzer/blood-based alcohol testing program in which Corrections Deputies and Corrections Sergeants may be required to participate, subject to the limitations described in this section.

(2) The program described in this section may provide for testing premised on a reasonable suspicion that the employee is under the influence of regulated drugs or alcohol in violation of employer rules at the time the urine sample is taken. (A "reasonable suspicion" means a belief based on one (1) or more specific articulable facts from which one could reasonably infer that the employee may be under the influence of alcohol or drugs.) Further, to the extent permitted by law, the program described in this section may provide for urinalysis-based testing without suspicion or warrant. However, such suspicion less or warrant-less tests may only be performed to monitor compliance of the employee with MCSO abstinence requirements for a period of eighteen (18) months after the employee has been identified as having used or possessed regulated substances in a manner proscribed by MCSO rules.

(3) The giving of urine samples as part of the testing program implemented under this section shall be performed by the employee in private in a suitable location

designated by the employer.

(4) The parties agree that the results of a urinalysis-based test undertaken pursuant to this section without reasons or procedures that would meet constitutional requirements for a search or seizure for purposes of criminal investigation or prosecution may not be used in criminal investigations or prosecutions. However, if the results would evidence possible criminal conduct and simultaneous violation of employer rules, such evidence may be used to establish violation of employer rules even though it cannot be used to investigate or establish criminal conduct with the objective of criminal prosecution for criminal conduct.

(5) Prior to implementing a revised testing program pursuant to this section, the Sheriff or their designee shall give the MCCDA specific notice of the contents of such program and of any substantial changes in the program made pursuant to MCCDA comments thereon and before initial implementation. Thereafter, the Sheriff shall give the MCCDA notice of any substantial revisions of the plan. The MCCDA shall have thirty (30) days to submit comments to the Sheriff or his designee on the program first proposed, and thereafter ten (10) days to submit comments on any amendments to the program first proposed or program revisions following implementation. The MCCDA may initially raise any challenge to the reasonableness of proposed rules or the constitutionality of any proposed rule or program procedure only at this time. The Sheriff may implement the program or program revision without bargaining after conclusion of the applicable comment period.

(6) The employer shall give each present employee and each new hire a copy of the program procedures, related work rules, and any subsequent revisions and notice that the procedures, rules or revisions may be applied to any Corrections Officer or Corrections Sergeant.

(7) Employees who voluntarily seek and obtain professional help for

substance abuse problems, and who thereafter refrain from the violation of employer rules governing the possession or use of drugs shall not be subject to disciplinary action for the previously undisclosed prohibited possession or use of the regulated substance. However, this does not immunize the employee for discipline related to breaches of required conduct that were incidental to such use, or for conduct for which the employer or any criminal justice agency had independent knowledge prior to the employee's disclosure.

(8) Disputes concerning the constitutionality of any rule or procedure designed or implemented pursuant to this section shall not be subject to grievance or binding arbitration. It is the parties' intent that such disputes will be resolved through the court system.

(9) Work time used for purposes of assessment, evaluation counseling, and treatment of drug or alcohol dependency shall be charged against accrued and available sick leave until exhausted, then against accrued and available vacation leave until exhausted, then against unused personal holidays until exhausted, and then against leave without pay if authorized by the employer.

(10) The laboratory that performs such analysis shall be SAMSHA-certified or certified by the State Department of Health for such testing. Testing procedures for all employees shall be governed by the same standards as apply to employees whose jobs require a Commercial Driver's License under federal law. These standards include, but are not limited to, those governing sample acquisition, chain of custody, laboratory selection, testing methods and procedures, and verification of test results.

(11) If the County requests an MCCDA member to submit to a breathalyzer test, the member shall be informed at that time that they have the right to verify the results of such test with a blood-based test. If the member requests a blood-based verification test, the Association shall reimburse the County for the additional cost of such test, unless the results of

the blood-based test results differ from the breathalyzer test by more than ten percent (10%), in which case the County shall bear the cost of both tests. A urine or blood sample taken pursuant to the program implemented under this section shall be split in approximately equal parts at the time it is given. This sample shall be stored in a secure refrigerated location for a period ending not sooner than five (5) days after the employee is notified of any urinalysis of the first sample indicating a presence of a regulated substance at a level exceeding the standard set forth in this program (i.e., "tests positive" test result). During this period the employee may request that the second part of the sample be retested and such retest shall be conducted. The County will contract with a medical doctor trained in toxicology to act as a Medical Review Officer (MRO). They will review preliminary positive tests with employees and any relevant health care providers before the results are reported to the County. Based on their professional judgment, they may change the preliminary positive test result to negative or inconclusive. (NOTE: The County will not be able to distinguish a test result that is negative or inconclusive by MRO intervention from any other negative or inconclusive test result.) In addition, the following safeguards will apply:

a. Test results will be issued by the testing laboratory only to the investigatory or supervisory personnel designated by the County. The results will be sent by certified mail or hand-delivered to the employee within three (3) work days of receipt of the results by the County.

b. If the employee disagrees with the results of the alcohol or drug test, the employee may request in writing within five (5) days of receipt of the test results, that the sample be retested at the employee's expense by a State or SAMSHA-certified testing laboratory selected by the employee. Failure to make timely written request for a retest shall be deemed acceptance of the test results. If an employee requests a retest, any disciplinary

action shall be stayed pending the results of retesting.

c. Test results are medical records, and will be handled in accordance with applicable federal and state law and County Administrative Procedures concerning confidentiality and disclosure of such records.

H. Defense and Indemnification. The County shall defend and indemnify employees covered by this Agreement against all claims and judgments incurred in or rising out of the performance of their official duties.

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

ARTICLE 15
HOURS OF WORK

1. Work Day

A. The regular hours of each workday shall be consecutive hours plus a fifteen (15) minute roll call security briefing when scheduled.

B. Mandatory overtime at the end of (or prior to) the regular shift will be no longer than four (4) additional hours except in a bona fide emergency.

In order to reduce the occurrences of mandatory overtime, the County may maintain and utilize non-permanent, unallocated deputy positions, and the County may assign shifts to individuals working in unallocated deputy positions after the County has completed the following Overtime Hiring and Voluntary Overtime process to fill any and all post vacancies on the shift first with bargaining unit members:

1st Preference, PC 2nd Preference, All Call 8-hours, All Call 8-hours all facilities, 7th day, and 8-hour VMOT. Individuals working in unallocated deputy positions may be bumped by bargaining unit members up to seven and a half (7.5) hours before a shift.

Individuals working in unallocated deputy positions must be a former MCCDA bargaining unit member and meet MCSO's qualifications for the duties assigned.

Either party may request to reopen negotiations regarding the use of individuals working in unallocated positions not sooner than twelve (12) months and not later than fifteen (15) months from the date of ratification of this Agreement, and if reopened, the parties will engage in mid-term bargaining.

[bargaining note: Move to Article 4 – Management Rights] .

C. Employees shall be entitled to be paid for all time they are required to be on the

job, or at the corrections facilities, including but not limited to the 15-minute roll call security briefing, and all other portions of their work shift. Nothing in this section shall be construed to prevent the employer from scheduling the fifteen (15) minute briefing period as part of the eight (8) hour work shift, but if the employer schedules it outside said shift, the employer shall compensate employees for the time outside the shift.

D. Alternative Work Schedules. Greater flexibility in scheduling which benefits employees on Special Assignments and the County, may be implemented, provided that such schedules are in writing, and are agreed upon by the Association and the Labor Relations Manager. A copy of any such agreed-upon schedules shall be provided to all directly affected employees. Work schedules created under this section shall be subject to the terms of this Agreement.

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

F. Compensatory Time Off. In lieu of overtime under Article 16, Section 5, employees may elect to receive equivalent compensatory time off with pay to a maximum of ninety-six (96) hours in a calendar year. Any employee who has already received ninety-six (96) hours compensatory time in that calendar year may not elect to receive equivalent compensatory time off for additional overtime in that calendar year.

Employees may schedule any approved compensatory time off subject to the following procedures and conditions:

- (1) Employees will be permitted to sign up for compensatory time off only after

completion of designated vacation leave/personal holiday calendar slots as set forth in the 2001 Memorandum of Understanding entitled "Memorandum of Understanding: Vacation Scheduling for MCCDA Members." Compensatory time accruals are not counted in the vacation leave/personal holiday calendar for designation of slots. Compensatory time may only be taken if a space is available in the vacation leave/personal holiday schedule. Compensatory time shall not be substituted for vacation scheduled during the annual seniority bidding process. Ninety (90) days prior to the end of each calendar year the County may give written notice to MCCDA that the County may cash out time balances in excess of forty (40) hours for the last pay period in December of each year. During January of each year, employees may request cash-out of compensatory time balances in excess of forty (40) hour, to be paid the last pay period of February of that year.

(2) Employees may sign up for a maximum of ninety-six (96) hours for the calendar year.

(3) Employees must sign up for compensatory time off in increments of eight (8) hours for employees who work five (5) eight (8) hour shifts and ten (10) hours for employees who work four (4) ten (10) hour shifts.

(4) If an employee does not have sufficient compensatory time in their compensatory time account on a date the employee has designated for compensatory time off, the portion of the shift not covered by compensatory time will be charged to the employee's vacation or personal holiday accruals, at the employee's discretion.

If the employee does not have sufficient compensatory time, vacation time or personal holidays available for that day, the employee will be considered AWOL and will be subject to discipline, up to and including discharge, consistent with applicable law.

(5) In the event an employee wishes to cancel a designated compensatory

time off day, he/she must provide written notice of intent to cancel to the on-duty OIC at least twenty (20) days prior to the scheduled compensatory time off. If an employee fails to provide such notice and shows up for work, he/she may be sent home with no payment for show up pay. Employees who fail to cancel compensatory time are also subject to appropriate disciplinary action.

(6) The procedures for cashing out, accruing and scheduling compensatory time off will be repeated each year, subject to the terms and conditions outlined above.

2. Work Week. The workweek shall consist of seven (7) days, during which each employee will be scheduled to work five (5) consecutive days of eight (8) hours per day with two (2) consecutive days off or four (4) days of ten (10) hours per day with three (3) days off. Except for the fifteen (15) minute briefing period, any work in excess of forty (40) hours within a workweek shall be subject to the payment of overtime, per Article 16. Alternative work schedules may be implemented upon mutual agreement of the parties.

3. Time Off Between Shifts. No employee shall be required to work more than one (1) shift with seven (7) hours and forty-five (45) minutes or less off, between shifts, during each scheduled work week and except as provided in Section 4 shall have not less than forty-seven (47) hours and forty-five (45) minutes off between scheduled work weeks, unless voluntarily waived.

4. Work Schedules

A. Posting and Vacation Relief. Except as provided in Sections 5 and 6 of this Article, and during a bona fide emergency, work schedules including any overtime showing each employee's shift, work days and hours shall be posted on all employee bulletin boards at all times and shall not be changed unless posted for ten (10) days.

B. Change of Days Off. Change of shifts and/or days off as the result of the annual

sign-up or voluntary shift or day off changes may necessitate on a temporary basis irregular scheduling of days off to include split weekends as well as shorter than normal periods between shifts or weekends. Such changes are allowable without application of other provisions of this Agreement provided:

(1) Limitation of disruption of days off. Days off following fourteen (14) days of assignment to the new shift shall be in accordance with the new weekend days assigned.

(2) Break days. The employee shall not be scheduled to work more than five (5) days in a row without an unpaid break day. Hours worked in excess of these five (5) days shall be paid at the overtime rate of pay. Days worked immediately prior to the shift change shall be included in the five (5) day requirement of this subsection.

(3) Time between shifts

a. Involuntary changes. In cases of involuntary shift changes, the employee's new shift shall not begin less than twenty-three and three-quarter (23.75) hours following the end of the last shift; provided, however, this limitation shall not apply upon return to original shift in instances of temporary shift changes. An employee may voluntarily waive this provision.

b. Voluntary changes. In cases of voluntary changes, the employee's new shift shall not begin less than eight (8) hours following the end of the last shift, except when the employee has voluntarily agreed to work a shift immediately following their regularly scheduled shift in lieu of working their following regularly scheduled shift within the same work week. In such case, no break will be required between shifts. Voluntary shift changes shall be assigned based on seniority to employees who respond within fifteen (15) minutes of a general radio broadcast at the facility where the opportunity arises.

c. Annual sign-up. Shift changes at the time of the annual sign-up

shall be deemed voluntary unless the employee is not granted their expressed shift preference from remaining options at the time the employee signs up.

(4) Shift weekends. No change of shift under the terms of this section shall result in more than one (1) split weekend. It is further specifically understood that in the instance of a temporary change in shift during the year no more than two split weekends would result, i.e. one (1) going into the temporary shift and one (1) upon return to the permanent shift.

(5) Semimonthly. No employee shall be paid less than eighty (80) hours in a semimonthly pay period as the result of the application of the provisions of this section; provided further, however, that hours worked in excess of eighty (80) hours in a pay period as the result of the application of this Article shall not be eligible for overtime except as provided in Subsection (2) Break days. Employees who are paid less than eighty (80) hours in a semimonthly pay period will be compensated additional make up time so that employee's pay equals eighty (80) hours. Make up time is not considered authorized work for purposes of Article 16, Section 5.

C. Bidding Under Alternative Work Schedules. The parties acknowledge that during the term of the predecessor agreement, the Association has agreed to allow alternative work schedules for certain special assignments. Bidding within such alternative work schedules shall be by bargaining unit seniority except where the County has an operational need to assign particular personnel to a particular schedule. The County must give written notice to the Association of proposed exceptions to seniority at least two weeks prior to the start of the bidding process.

5. Voluntary Shift Changes.

A. Except as provided in Section 4 above, all shift changes shall be made on a voluntary basis and for a single shift only.

B. Any employee voluntarily changing a shift will be paid a premium in accordance with Article 16, Section 9.

6. Voluntary Waiver of Ten (10) Days Notice. An employee may at any time voluntarily waive the ten (10) day notice of shift and schedule change by signing a waiver authorization form.

7. Continuous Operations. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled work for twenty-four (24) hours a day, seven (7) days a week. The workweek for employees engaged in continuous operations shall consist of five (5) consecutive eight (8) hour days, four (4) ten (10) hour days or alternative schedule.

8. Security Briefings. Corrections Officers may be required to attend security briefing for 15 fifteen (15) minutes before the commencement of each shift.

9. Court Subpoenas or Writs. Employees in receipt of a subpoena, summons, or writ shall immediately notify the employee's facility commander of the scheduled time of appearance or deposition. A copy of the subpoena, summons, or writ shall be delivered to the facility commander as soon as practicable. Upon completion of court appearance or deposition, if during a regularly scheduled shift, the employee shall contact the facility commander for reassignment. The parties agree that the terms set forth in Addendum G shall apply.

10. Meal Periods. Subject to interruption based on operational needs, all employees shall be granted a thirty (30) minute meal period during each work shift, which shall be with pay. The County shall permit any employee who is requested to and does work two (2) hours beyond his regular quitting time, time off for his meal. Whenever practicable, meal periods shall be scheduled in the middle of the shift.

11. Meal Costs Not Included in Overtime Calculations. In accordance with 29 CFR

548.304, 28the parties agree that the cost of meals shall not be included in regular pay for the purpose of computing overtime.

12. Overtime Waiver. The parties waive application of ORS 653.268.

13. Implementation of 7.k. Provision of the FLSA. The parties recognize and agree that the Office of the Sheriff has implemented a 7.k. exception in connection with the effective date of application of the Fair Labor Standards Act to State and Local Government, April 15, 1986.

The terms of the exception are:

Work Period - 28 days

Maximum Hours - 165.5

ARTICLE 16**WAGES AND CLASSIFICATIONS**1. Wages and Classification Schedule

A. Employees shall be compensated in accordance with the Wage Schedule attached to this Agreement and marked Addendum "A". The attached Wage Schedule shall be considered a part of this Agreement. Employees will advance one step in their respective classifications on each anniversary of their employment.

B. When any position covered by this Agreement but not listed on the Wage Schedule is established, the County may designate a job classification and pay rate for the position, which rate shall bear a just and proper relationship to existing rates within the bargaining unit. If the Association does not agree that the classification and/or rate are proper, the parties mutually agree to meet and confer on the specific objections raised by the Association.

C. Whenever an employee performs work in a higher classification four (4) hours or more, the employee shall be paid for the entire period of such work at the rate assigned to the higher classification in the appropriate step according to promotional policy.

D. Employees who work regularly on a part-week basis in a higher classified job will be paid the higher rate for all hours worked in such assignment.

E. Management will not attempt to avoid paying the higher rate by rotating the assignment or by other circumvention.

F. Longevity Pay. Employees who have completed six (6) years of County service shall receive, as part of their regular rate of pay, a longevity incentive payment of two and one-half percent (2.5%) of the applicable base hourly wage set forth in Addendum "A".

Employees who have completed fourteen (14) years of County service shall

receive, as part of their regular rate of pay, an additional one percent (1%) of their applicable base hourly wage for a total longevity premium of three and one-half percent (3.5%) after fourteen (14) years.

Employees who have completed twenty (20) years of County service shall receive, as part of their regular rate of pay, an additional one and one-half percent (1.5%) of their applicable base hourly wage for a total longevity premium of five percent (5.0%) after twenty (20) years.

Any categories of premium pay or achievement incentive shall be compounded on top of longevity pay.

County service is defined as County service in classified and/or unclassified positions, but does not include service as a temporary employee, on call employee or service that was less than half time. County service definition contained herein, does not impact any employees who have already qualified for longevity pay. The obligations set forth in this paragraph shall be governed by the terms of the December 22, 2004 Memorandum of Understanding between the parties.

2. Pay Periods. Except as provided herein, the salaries and wages of employees shall be paid semi-monthly in accordance with current practice. In the event the payday is on a holiday, the preceding day shall be the payday.

3. Reporting Time. Any employee who is scheduled to report for work and who presents himself for work as scheduled but where work is not available for him, shall be excused from duty and paid at this regular rate for a day's work.

4. Call-In Time. Any employee who is called to work outside his regular shift shall be paid for a minimum of four (4) hours at the rate of one and one-half (1-1/2) times the regular rate. This provision does not apply to compensation for court appearances, nor does it apply to

training time or range time scheduled within forty-five (45) minutes of the beginning or end of an employee's shift.

5. Overtime. One and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid for all overtime worked outside of the employee's regular schedule, except no overtime will be paid for the second fifteen (15) minute briefing period for employees who work back-to- back shifts. Also, overtime pay shall not be paid twice for the same hours. "Authorized work" performed under this section shall exclude paid leave charged to sick use that is in excess of forty (40) hours in a calendar year, but shall include all other paid leave and the unpaid time Association Executive Board members spend performing union activities. An employee is not eligible to receive overtime pay for shifts worked in a seven (7) day workweek until forty (40) hours of authorized work has been completed. However, if an employee is directed to work mandatory overtime, the employee will receive overtime pay. Overtime pay shall be granted under any of the following conditions:

A. All authorized work performed in excess of eight (8) hours in any workday for a five (5)-day, forty (40)-hour-a-week employee; in excess of ten (10) hours in any workday for a four (4)-day, forty (40)-hour-a-week employee during the 24-hour period which begins the first hour of an employee's regularly scheduled work day; however, this provision shall not apply to voluntary shift changes under Article 15, section 5 and Article 16, section 9.

B. All authorized work performed in excess of forty (40) hours in any workweek.

C. Overtime worked shall be considered all work performed fifteen (15) minutes after the end of a normal shift, and all time over fifteen (15) minutes shall be considered one-half (1/2) hour for pay purposes.

D. All authorized work performed on the first day following the normal work week shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate. A

“normal workweek” requires forty (40) hours of authorize work as defined above.

E. All authorized work performed on the second day or third day (if scheduled to work 4/10 schedule) following the normal work week shall be paid for at the rate of two (2) times the employee's regular rate, provided that the employee has worked such overtime as was offered the employee in the first day following the normal work week. In no case shall double time apply to a day declared a state of emergency by the Governor or the Multnomah County Chair; however, the double time will be reinstated after thirty (30) days if the state of emergency lasts for more than thirty (30) continuous days.

The December 15, 2006 Memorandum of Understanding between the parties shall continue to govern the interpretation of this section. Any disputes over the interpretation of this section shall be resolved by reference to that MOU.

6. Court Time. Whenever an employee is required to appear in court outside their regularly scheduled shift, the employee shall be compensated for such time at the rate of one and one-half (1-1/2) times the regular rate for all time spent in such court appearance, with a minimum of four (4) hours compensation at the overtime rate. This minimum guarantee shall not be applicable to court time which includes an extension directly prior to or immediately after the employee's regularly assigned shift.

7. Distribution. All overtime work shall be distributed as equitably as practical among employees within the same job classification in each agency. The requirement of Article 15, Section 1, concerning the workday, shall be controlling. No employee will be required to work more than an eight (8)-hour day if on a five (5) eight (8) schedule or ten (10) hours if on a four (4) ten (10) schedule, where volunteers, including seventh (7th) day volunteers, are available to perform the work, except in a bona fide emergency.

8. Mileage Pay. Whenever an employee is temporarily required to report to work at any

location more distant from their home than their permanent place of reporting, they shall be paid at the rate approved by the IRS for non-taxable reimbursement of such expenses for the additional miles traveled. This provision will not apply when there is a permanent change in reporting location as determined by management, nor will it apply whenever an employee is required to appear in court and a county car is available. Current practices regarding pay during travel to and from temporary reporting locations shall be continued. Payment for mileage will be made when an individual has accumulated a minimum of twenty dollars (\$20) or at the end of the fiscal year, whichever first occurs.

9. Shift Differential. In addition to the established wage rates, the County shall pay an hourly premium of three percent (3%) to employees for all hours worked on shifts beginning between the hours of 12:00 Noon and 8:00 p.m., and an hourly premium of four percent (4%) to employees for hours worked on shifts beginning between the hours of 8:00 p.m. and 4:00 a.m., and an hourly premium of five percent (5%) for all employees who are assigned to work a relief shift. Employees assigned a shift change pursuant to Article 15, Section 5, shall be paid an hourly premium of twenty percent (20%) for all hours worked on the assigned shift change.

10. Trainer Pay. Employees who are required to perform the extra duties of a Trainer shall be paid a differential of eight percent (8%), in addition to his base pay, for all time spent performing the duties of a Trainer.

11. Emergencies. Officers will respond to all emergencies when called.

12. CNT/CERT Team Pay. A differential of six percent (6%) over the base rate shall be paid to employees who are assigned to the Corrections Emergency Response Team for all time in the assignment.

13. Court Cars. The existing practice of providing court cars shall be continued; provided, however, it is understood that such cars are available on a "first come, first served" basis.

14. Pension. Employees shall not be required to report to work on their last day before retirement, provided they are in an approved paid status. An employee may not be scheduled for vacation greater than two (2) full pay periods immediately prior to the termination date.

A. PERS/OPSRP Membership. Employees shall be eligible for participation in the Oregon Public Employees Retirement System (PERS) (coverage for Police Officers and Firefighters) and Oregon Public Service Retirement Plan (OPSRP) (coverage for Police Officers and Fire Fighters), pursuant to ORS 237, 238 and 238A and 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 Oregon Public Employees' Retirement Board and Multnomah County pursuant to the former provisions of ORS 237.051 (now ORS 238.680).

B. PERS "Pick-Up" and "Pick-Up" Under IRC Section 414 (h) (2)

The County shall "pick-up" the employee contribution to PERS , six percent (6%), as permitted by ORS 238.205. The parties acknowledge that the pick up payment is inapplicable to employees who are not PERS members due to insufficient service. If for any reason the "pick up" shall become no longer legally available, the County shall on the last payroll period of this Agreement increase the wages of any affected employees by six percent (6%) and return to the limited "pick up" in effect on June 30, 1998, including but not limited to the terms of compensation then in effect 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.

To the extent allowable by law, the required employee contribution of six percent

(6%) of wages to OPSRP is deemed to be “picked up” by the County for the limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related federal or state tax policies.

C. OPSRP “Pick-Up.”

The County shall “pick-up” the employee contribution to OPSRP, six percent (6%), as permitted by ORS 238A.335(1). The parties acknowledge that the pickup payment is inapplicable to employees who are not OPSRP members due to insufficient service. If for any reason the ORS 238A.335(1) “employer pick-up” shall become no longer legally available, the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited “pick-up” provision provided for prior to June 30, 1998, including but not limited to terms of compensation for non-OPSRP members. Pursuant to ORS 238A.335(2)(a) and (3), the parties agree and acknowledge that employee compensation was reduced in order to generate the funds needed to make these employee contributions to the employee accounts; the employer will file any required notices with the Public Employees Retirement Board.

To the extent allowable by law, the required employee contribution of six percent (6%) of wages to OPSRP is deemed to be “picked up” by the County for the limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related federal or state tax policies.

D. OPSRP Employer Local Option Contribution

Beginning on July 21, 2011 and effective thereafter, no new hire covered by the provisions of this collective bargaining agreement shall be entitled to or receive any Local Option contributions.

15. Re-opener. If the County's good-faith estimate of general fund operating resources in the executive budget for the fiscal year falls fifteen percent (15%) or more below the actual general fund operating resources of the immediately preceding fiscal year, any general wage

increase provided by this agreement for the fiscal year for which such reduced revenue is projected shall not be implemented and negotiations over the terms of a substitute general wage provision for the affected fiscal year will commence immediately upon notification to the Association of a proposed wage reduction or within fourteen (14) days of written notification to the Association of the shortfall.

16. Calculation of Regular Pay, Premium Pay, Overtime Rate and Grand Total Gross

A. Regular Pay. Regular Pay is Base Pay identified in Addendum A-1 plus Achievement Pay and Longevity Pay calculated in the following mathematically expressed sequence:

First: Employee's base wage + Employee's Achievement
Incentive = "n"

Second: "n" + Employee longevity pay (e.g. longevity % x "n") = "n1"
("n1" is the "regular pay" referred to in this collective bargaining agreement.)

B. Premium Pay

Percentage based premium(s) x "n1" = Premium Pay

Example: CERT x "n1" = CERT Pay

Translator x "n1" = Translator Pay

Swing Shift Differential x "n1" = Shift Differential Pay

Shift premium is applied on top of other premiums, if such other premiums are not applied to all hours worked, e.g. ("n1" + occasional premiums) x shift differential = Shift Differential Pay.

C. Average Overtime Rate

First: Regular Rate "n1" x all hours worked during the

FLSA week = Straight Gross.

Second: Premiums x Appropriate hours as apply to each premium.

Example: CERT x Hours = a1

Translator Pay x Hours = a2

Shift Differential x Hours = a3

a1 + a2 + a3 = Premium Gross

Third: Straight Gross + Premium Gross = Total Gross

Fourth: Total Gross divided by all hours worked during the FLSA week = Average Straight Time Rate.

Fifth: Average Straight Time Rate x Overtime Rate (1.5) = Average FLSA Overtime Rate.

D. Grand Total Gross

First: Straight hours worked during the FLSA week x regular rate "n1" = Regular Gross.

Second: Average FLSA Overtime Rate x All hours worked after forty (40) = Overtime Gross

Third: Regular Gross + Premium Gross + Overtime Gross = Grand Total Gross

17. Canine Pay. Employees regularly assigned a dog as part of a canine assignment and who are assigned responsibility for care, feeding and maintenance of the dog during what would otherwise be off duty hours shall be paid five (5) hours of overtime at the rate of one and one half (1.5) times the employee's regular rate of pay for each full week the employee is so assigned. Payment for such assignments lasting less than a full week shall be prorated so long as it encompasses such 'off-duty' time.

18. Translator Pay. The Sheriff shall maintain a list of designated translators. The Sheriff shall have the sole and exclusive right to select the languages and set the proficiency standards for a translator. Employees who are on the list shall receive a three percent (3%) premium on the base wage. All who qualify under the Sheriff's minimum standards shall receive the premium.

19. UNET Qualification Pay. Employees who have satisfied all the requirements for UNET and are range-qualified, as determined by the Sheriff, will be paid an additional one and a half percent (1 1/2%) premium on their base wages, effective on the first (1st) day of the pay period following the arbitrator's decision. Employees who satisfy all such requirements after ratification will be paid an additional one and a half percent (1 1/2%) premium on their base wage rate, effective on the first (1st) day of the pay period following issuance of the arbitrator's decision.

20. Dive Team Premium. Employees assigned to the Dive Team shall be paid a six percent (6%) premium over base wage for the duration of the assignment.

21. Education Premium Pay. Employees who have submitted proof of completion of accredited college course work, shall receive education premium pay in the following amounts: For completion of 90 hours college course work, an employee shall receive 1% premium For completion of Bachelor's degree, an employee shall receive 3% premium. This premium pay is not cumulative and employees are eligible for one level only.

22. Retention Bonus. In addition to the wages outlined in Addendum "A," effective the first pay period in the month following ratification of this agreement by both parties, a one-time bonus to address job market conditions and retention, in the amount of 2% of base wages, with a minimum of one thousand five hundred dollars (\$1,500) will be given to all active employees in the bargaining unit as the date of ratification. One-time bonus payments will be

subject to all mandatory taxes and deductions.

Additionally, on July 1, 2023, all active employees in the bargaining unit as the date of ratification and currently covered by this agreement, will receive a one time payment of \$3,000. This one time payment is to address current job market conditions and employee retention.

ARTICLE 17
CORRECTIONS SERVICE AND
TRAINING ACHIEVEMENT PROGRAM

In order to maintain and improve officers' health and corrections skills, as well as to increase their participation in community life, the parties adopt the following voluntary achievement program for bargaining unit members:

1. Achievement Levels

<u>Level Step</u>	<u>Incentive Pay Above Wage</u>	<u>Requirements Outline</u>
I	5.00 %	<u>To qualify</u> Possession of a current Intermediate <i>DPSST</i> Certification.
II	10.00 %	<u>To qualify:</u> Possession of a current Advanced <i>DPSST</i> Certification

2. Explanation of Requirements

A. DPSST Corrections Certification

The officer must obtain and maintain Board on Police Standards and Training (DPSST) Intermediate Corrections Certificate for Level I and Advanced Corrections Certificate for Level II.

3. Entry Into the Program. When the employee has completed the requirements for initial entry into the program for initial movement from Level I to Level II, they shall be entitled to appropriate compensation under this program beginning with the first full pay period after successful completion of the relevant requirements.

4. Program Modifications. In the event the DPSST certification requirements (in effect on the effective date of this Agreement) are reduced, or if the DPSST Corrections Certification

Program is terminated, the County shall develop and implement substitute requirements at least equal to those in effect on the effective date of this Agreement. From the date that DPSST requirements are reduced or terminated until the date the County implements substitute requirements, entry into a particular program level shall be prohibited if, in the County's judgment, the employee who is seeking such entry would currently qualify only because of the reduction or absence of DPSST requirements. Substitute requirements shall be effective only after the Association has been given an opportunity to meet with the County to review and discuss the requirements.

ARTICLE 18**DISCIPLINARY ACTION**

1. **Discipline.** Employees may, in good faith for just cause, be subject to disciplinary action by oral or written reprimand, demotion, forfeiture of vacation leave, forfeiture of personal holiday(s), forfeiture of compensatory time, forfeiture of not more than one pay step reduction for a specific duration of time, suspension without pay, dismissal, or any combination of the above as outlined in the currently effective corrective action guidelines Special Order 02-02 and the Agreement reached between the County and Association regarding Driving under the Influence of Intoxicants on January 5, 2016; provided, however, that such action shall take effect only after the County gives written notice of the action and just cause to the employee. During the period of probation, the employee may be disciplined or dismissed without just cause.
2. **Corrective Action Guidelines.** If the County wishes to modify the corrective action guidelines, it shall first provide the Association with separate written notice of the proposed modifications, and shall not implement any modifications until bargaining to completion as required by ORS 243.698.
3. **Just Cause.** Just cause shall include misconduct, inefficiency, incompetence, insubordination, or failing to fulfill responsibilities as an employee.
4. **Right to Appeal.** Any permanent, non-probationary employee who is issued a written reprimand, demotion, forfeiture of vacation leave, forfeiture of personal holiday(s), forfeiture of compensatory time, forfeiture of not more than one pay step reduction for a specific duration of time, suspended without pay, dismissal or any combination of the above as outlined in the corrective action guidelines, for just cause shall have the right, subject to the provisions of the Association Constitution, to appeal the action through the Grievance Procedure. The Association shall submit such grievance at Step III of the grievance procedure not later than

ten (10) working days after the effective date of the disciplinary action.

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

6. Internal Investigatory Procedures. Internal investigatory procedures shall be conducted in a manner consistent with the provisions of Article 19 on Officers Rights of this Agreement.

7. Reinstatement. Any employee found to be unjustly suspended, demoted, or discharged, shall be reinstated pursuant to the award of the arbitrator.

8. Personnel Records and Information

A. An employee or their representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or their authorized representative shall be given a copy of any materials in the employee's personnel file. The County shall comply with ORS 652.750 concerning the inspection of records.

B. An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance when the material is first placed in the file or within a reasonable period of time.

C. Except as provided below, an employee may request and have removed from Their personnel file any letter of written reprimand more than three (3) years old, provided that the employee's personnel file does not contain a record of a more recent disciplinary action. In the latter case, the employee will be entitled to removal of the older reprimand only when the employee becomes entitled to removal of all disciplinary actions from the personnel file.

D. Any letter imposing a suspension or disciplinary demotion which is four (4) years old or more shall be removed from the employee's personnel file and destroyed, provided that the employee's personnel file does not contain a record of a more recent disciplinary action. In the latter case, the employee will be entitled to removal of the older suspension only when the

employee becomes entitled to removal of all disciplinary actions from the personnel file.

E. The employee may respond in writing to any item placed in the employee's personnel file. Such response shall become a part of the file. Upon request of the employee, the Sheriff has discretion to remove disciplinary material from an employee's personnel file before expiration of the time periods set forth in C. and D. above.

F. The only letters of discipline which shall be admissible in an arbitration hearing are those contained in the employee's personnel files of the Sheriff's Office.

9. I.A.U. Records and Files

No investigation shall be considered complete nor shall the IAU file be forwarded to the Inspector for making of recommendations as to culpability unless the employee and union have been given a complete copy of the IAU file and an opportunity to review it and add any additional evidence the employee or union believes should be considered. The union or employee shall notify the Internal Affairs Investigator's Office within the next two (2) work days after receipt of the union's receipt of the complete file of the employee's intent or that of the union to supply such additional evidence. If such notice is not received, the file will be forwarded to the Inspector after expiration of the two (2) workday period. If such notice is received, the employee and union shall have the next three (3) workdays [following the two (2) workday period] to supply such information to the investigator. After the three (3) workday period has expired, the file will be forwarded to the Inspector. For purposes of this section, "work days" is defined in the same manner as in Article 20, section 1, step I of this agreement.

ARTICLE 19

OFFICERS RIGHTS

All Employees in bargaining unit whom are the subjects of a complaint or investigation shall be entitled to protection of the following rights:

1. The employee shall not waive nor be deprived of any constitutional or civil rights guaranteed by the Federal and State Constitutions and Laws afforded any citizen of the United States.

2. If, in the course of their County employment, an employee uses or participates directly in the use of physical force and an individual against whom the force was exerted dies or sustains a serious physical injury, the Sheriff's office shall not require the employee to provide a written or oral statement concerning such incident until the employee has had a reasonable opportunity [e.g. twenty-four (24) hours] to confer with private legal counsel and the Association. This shall not preclude an employee from voluntarily making such a statement or participating in a walk-through of the incident prior to such consultations, nor shall it preclude the Sheriff's Office from requiring the employee to provide information reasonably necessary to terminate an imminent threat to the safety of other persons or to jail security. For purposes of this section, a "serious physical injury" means physical injury which creates a substantial risk of death or which causes serious and protracted disfigurement, protracted impairment of health or protracted loss or impairment of the function of any bodily organ. Nothing in this section shall be construed to limit the employee's rights under section 1 of this Article.

3. The employee shall be informed by the Sheriff, or his designee(s), of the nature of the investigation and whether the employee is a witness or suspect before any interview commences. The name of the complainant, the citation of any known applicable work rules, procedures, or orders which the employee is alleged to have violated, and other information necessary to reasonably apprise the employee of the allegations of such complaint shall be

provided in writing to the employee, and their representative within a reasonable period of time before the meeting. However, this provision shall not apply in bona fide emergencies. For purposes of this subsection, an "emergency" is a circumstance in which any delay in obtaining information from the employee is likely to cause further injury to persons or property.

4. When the Sheriff's Office receives a complaint against a Division member, the Sheriff's Office shall provide the accused member with reasonable notice in writing of any information necessary to reasonably apprise the employee of the allegations.

5. Any interview shall take place at the institution where the employee is assigned or any other mutually agreeable location. The interview shall be at a reasonable time for the employee, during the employee's duty time unless exigencies of the investigation dictate otherwise.

6. The employee shall be afforded the right to Association representation prior to or during the interview in accordance with State law.

7. The interview shall not be overly long and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods.

8. Interviews shall be done under circumstances devoid of intimidation or coercion and shall not otherwise violate the officer's constitutional rights. The officer shall not be subjected to any abusive language. No promises or rewards shall be made as an inducement to answer questions.

9. The employee shall not be required to take or be subjected to any lie detector device as a condition of continued employment.

10. If the County assigns an employee to a floor control post for a period greater than thirty (30) Days, either party may request that the County meet and confer with the MCCDA. After the initial Meeting, either party may request subsequent meetings at intervals of not more than

sixty (60) days.

If the County violates the terms of this Article in the investigation of an employee's conduct, and subsequently imposes a written reprimand, suspension without pay, a demotion, or dismissal, then the arbitrator in the hearing of any resulting grievance shall take this violation into account and give it such weight as they deem reasonable, given the severity of the violation and the total circumstances of its occurrence..

ARTICLE 24

TERMINATION

Except as set forth in Addendum A, this Agreement shall be effective as of the execution date of this Agreement and shall remain in full force and effect through the 30th day of June 2025. Negotiations for a successor agreement shall commence no later than February 1, 2025. The Agreement shall remain in full force and effect during the period of negotiations and impasse resolution procedures, if any.

ADDENDUM A

WAGES

Wages Effective Retroactive to July 1, 2022: Effective July 1, 2022, the straight-time base hourly wage rates for the Correction Deputies and Sergeants covered by this Agreement shall be increased by five percent (5%) market adjustment plus five (5%) cost of living adjustment.

Wages Effective July 1, 2023: Effective July 1, 2023, the straight-time base hourly wage rates for the Corrections Deputies and Sergeants covered by this Agreement shall be increased by five percent (5%) cost of living adjustment.

Wages Effective July 1, 2024: Effective July 1, 2024, the straight-time base hourly base wages rates for the Corrections Deputies and Sergeants covered by this Agreement shall be increased by the annual percentage increase in the Consumer Price Index for West – Size Class A Urban Wage and Clerical Workers (2nd Half, December 2022 to December 2023), with a minimum increase of one percent (1.0%) and a maximum increase of four percent (4.0%).