
2021-2024



AGREEMENT

Between

Multnomah County, Oregon

And

Federation of Oregon Parole and Probation Officers



July 1, 2021 – June 30, 2024

AGREEMENT

BETWEEN

MULTNOMAH COUNTY, OREGON

AND THE

FEDERATION OF OREGON PAROLE AND PROBATION OFFICERS



**Labor Relations
501 SE Hawthorne, Suite 300
Portland, OR 97214
(503) 988-5135**

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A G R E E M E N T
Between
MULTNOMAH COUNTY, OREGON

and
FEDERATION OF OREGON PAROLE AND PROBATION OFFICERS

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the “County,” and the Federation of Oregon Parole and Probation Officers, hereinafter referred to as the “Federation.”

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment, consistent with the parties’ objective of enhancing community safety and reducing criminal activity to protect the people of Multnomah County and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise.

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

ARTICLE 1
DEFINITIONS

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4 **1. Department:** For the purpose of this Agreement is the Department of
5 Community Justice. The Department of Community Justice Director or Designee shall
6 be deemed "Department Director" for any functional purpose of this Agreement.

7 **2. Flex Time:** Employee Initiated, voluntary changes to the employee's own
8 regular schedule that do not result in exceeding forty (40) hours worked in a seven (7)
9 day work week.

10 **3. Full-time Employee:** An employee regularly scheduled to work thirty-two (32)
11 or more hours per work week if on an eight (8) hour per work day schedule; or an
12 employee regularly scheduled to work thirty (30) or more hours per work week if on a
13 ten (10) hour per work day schedule.

14 **4. Part-time Employee:** An employee regularly scheduled to work forty (40)
15 hours or more during two (2) work weeks, but less than full time in a given pay period.

16 **5. Performance Evaluation:** A procedure to measure and/or evaluate an
17 employee's work and results based on their job responsibilities or manager
18 expectations where the record is retained for a period longer than ninety (90) days.
19 Performance evaluations may include written, audio or video recordings.

20 **6. Regular Employee:** An employee who has passed their initial probationary
21 period in effect at the time of their appointment, and has been employed by the County
22 continuously since passing the trial service period. In addition, the following are
23 deemed to be regular employees:

24 **A.** An employee who passed the initial one (1) year trial service period,
25 terminated employment, and has been reinstated.

26 **B.** A non-trial service employee who has been transferred to the County by
27 intergovernmental agreement under ORS 236.605 through 236.640.

28 **7. Temporary Employee:** An employee whose appointment is uncertain due to
29 an emergency workload, absence of an employee or because of a short-term need for
30 a skill or ability. A temporary appointment may be made for up to one thousand and

1 forty (1040) hours within any twelve (12) month calendar year. The twelve (12) months
2 commence January 1 of each year. Any temporary employee who works more than
3 600 hours between June 30 and December 31 of the same year, must take a
4 mandatory three (3) consecutive month break period beginning January 1st of the
5 following calendar year. The County shall provide to the Federation on a monthly basis
6 a list of all hours worked by temporary employees along with their start date.

7 **8. Trial Service Employee:**

8 **A.** An employee serving a one (1) year period to determine their suitability
9 for continued employment. Such trial service period shall begin on the date of
10 appointment from a certified list of eligibles.

11 **B.** When a temporary employee becomes a regular employee, time spent
12 in temporary status shall not apply to the trial service period.

13 **C.** During the trial service period, the employee may be removed from the
14 Parole and Probation Officer classification without recourse to the grievance procedure
15 if, in the opinion of the employee's supervisor, their continued service would not be in
16 the best interest of the County.

17 **D.** The length of an employee's trial service period may be extended by
18 forty-five (45) days if the employee is absent from work for a period of forty-five (45)
19 days or more or has a temporary physical limitation. The parties may mutually agree
20 to a longer extension for lengthy leaves of absence or physical limitations.

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ARTICLE 2
RECOGNITION

The County recognizes the Federation as the exclusive bargaining agent for the purposes of establishing wages, hours, and other conditions of employment for all County employees classified as Parole/ Probation Officers; except supervisory and confidential employees, temporary employees (as defined in Article 1) and employees regularly working a schedule of less than twenty (20) hours per week.

ARTICLE 3
FEDERATION SECURITY

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4 **1. Rights of Bargaining Unit Employees:**

5 Employees shall have the right to self-organize, to form, join or assist labor
6 organizations or to refrain there from, to bargain collectively through representatives of
7 their own choosing, and there shall be no discrimination exercised against any
8 employee covered by this Agreement because of their membership or Federation
9 activities.

10 **2. Deduction of Federation Dues and Service Fees:**

11 The County agrees to deduct each payroll period an amount authorized in
12 writing to the County by the FOPPO Treasurer, of the gross monthly salary for those
13 Federation members who individually request such deductions in writing on the form
14 provided by the Federation.

15 **3. Administration and Use of Service Fees:**

16 The Service Fee shall be applied as required by law.

17 **4. Authorization and Certification of Dues:**

18 Deduction of membership dues must be authorized in writing on the form
19 provided by the Federation. The amount to be deducted for dues and Service Fees
20 shall be certified in writing to the County by the FOPPO Treasurer. The aggregate of
21 all deductions shall be remitted, together with an itemized statement, to the Treasurer
22 of the Federation at an address certified to the County in writing by the FOPPO
23 President or their designee, within five (5) working days after it is withheld or by such
24 time as the parties mutually agree in writing. If requested by FOPPO, the County shall
25 remit dues and/or Service Fees to a designated FOPPO financial account via
26 Electronic Funds Transfer (EFT).

27 **5. Appointment to Excluded Positions:**

28 Deductions for Service Fees and Federation dues shall cease beginning with
29 the pay period following an employee's regular appointment to a position which is
30 excluded from the bargaining unit.

31 **6. Monthly Listing of New and Terminated Employees:**

1 The County agrees to furnish the Federation by the tenth (10th) of each month
2 a listing of the following:

3 **A.** All new bargaining unit employees hired during the previous month and
4 all employees who terminated during the previous month. Such listing shall contain the
5 names of the employees, along with their work location, and mailing address.

6 **B.** All bargaining unit members, their employee ID number,
7 department/section, classification, base pay, birthday, full time/part-time status and
8 number of scheduled hours, county seniority date, classification seniority date and
9 mailing address.

10 **7. Visits by Federation Representatives:**

11 The County agrees that accredited officers, the chief steward and the member-
12 at-large of FOPPO, upon reasonable and proper introduction, shall have reasonable
13 access to the premises of the County at any time during working hours to conduct
14 Federation business. The Federation agrees that such visits will cause no disruptions
15 or interruptions of work. Such access shall include appropriate keys, proxys and alarm
16 access. Employees with access shall immediately return any cards and access
17 information to management upon cessation of their term of office.

18 **8. Indemnification:**

19 FOPPO will indemnify and hold the County harmless from claims arising out of
20 application of this Article for any amount of any unauthorized deduction resulting from
21 the County's reliance on any FOPPO provided list of authorized dues payment.

22 **9. List of Federation Officers and Stewards:**

23 The Federation will provide the County with a written list of its current officers
24 and stewards upon ratification of this Agreement and will provide an updated written
25 list to the County whenever there is a change in officer(s) and/or steward(s).

ARTICLE 4
MANAGEMENT RIGHTS

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

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ARTICLE 5
NO STRIKE OR LOCKOUT

No employee covered by this Agreement shall engage in any work stoppage, slowdown, or strike at any County facility or at any location where County Services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, or strike takes place, the Federation will immediately notify any members so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, or strike is in violation of this Agreement, and unauthorized, and otherwise use all reasonable efforts and means to prevent a continued violation of this Agreement by its members. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization. Any employee engaging in any activity in violation of this Article shall be subject to immediate disciplinary action, including discharge, by the County.

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

ARTICLE 6
HOLIDAYS

1. Recognized Holidays:

A. The following days shall be recognized and observed as paid holidays:

1. Any day the President, Governor or Board of County Commissioners declares as a holiday for public sector employees.

2. New Year's Day (January 1st)

3. Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)

4. Presidents' Day (3rd Monday in February)

5. Memorial Day (Last Monday in May)

6. Juneteenth (June 19th)

7. Independence Day (July 4th)

8. Labor Day (1st Monday in September)

9. Veterans' Day (November 11th)

10. Thanksgiving Day (4th Thursday in November)

11. Christmas Day (December 25th)

* Christmas Day (December 25th) may, with the approval of the supervisor, be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for, or works on December 25th.

B. One (1) day designated as "Floating Holiday" to be credited on July 1 annually. The employee shall be credited with one (1) day, as outlined in Section 3 of this article, of Saved Holiday time. The leave shall be prorated for part-time employees based on their normal FTE.

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

2. Holiday Observance:

A. Employees working five (5) consecutive days shall observe a holiday falling on their first (1st) day off on the preceding business day. If a holiday falls on an

1 employee's second (2nd) day off, the following business day will serve as the observed
2 holiday.

3 **B.** Employees working four (4) consecutive days shall observe a holiday
4 falling on their first (1st) or second (2nd) day off on the preceding business day. If a
5 holiday falls on an employees' third (3rd) day off, the following business day will serve
6 as the observed holiday.

7 **C.** Employees working four (4) non-consecutive days shall observe holidays
8 falling on their two (2) consecutive days off as outlined in Section A. If a holiday falls
9 on the employees' individual day off, the employee, with agreement from Management,
10 may observe the holiday on either the preceding or following business day.

11 **3. Hours of Paid Leave on Observed Holidays:**

12 The provisions of this section apply to Observed Holidays, and "Floating
13 Holidays". Employees scheduled to work five (5) eight (8) hour shifts per week shall be
14 entitled to eight (8) hours of leave per holiday; employees scheduled to work four (4)
15 ten (10) hour shifts per week shall be entitled to ten (10) hours of leave per holiday.
16 Employees scheduled to work a 9-80 or irregular shifts shall be entitled to nine (9)
17 hours of leave per holiday. Part-time employees shall be entitled to leave prorated
18 based on their FTE.

19 **4. Holiday During Leave:**

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

22 **5. Holiday Pay:**

23 **A.** Work performed on a holiday which falls within an employee's work week
24 shall be considered as overtime and shall be compensated at one and one-half (1-1/2)
25 time in addition to the normal pay. It is the employee's option to receive compensation
26 time in lieu of pay.

27 **B.** The employee, with their supervisor's approval, may voluntarily choose
28 to work a holiday that falls on an employee's regularly scheduled work day at their
29 straight time rate of pay. The holiday time under this section will be credited to the
30 employee's holiday bank to be used with their supervisor's approval.

31

1 **6. Unused Holiday:**

2 **A.** Unused holiday leave shall be paid to the employee at the regular rate of
3 pay at the time of separation from service. In the event of an employee's death, unused
4 holiday leave shall be paid to the employee's heirs or designated beneficiaries at the
5 regular rate of pay.

6 **B.** Unused holiday leave which has not been used by June 30 of the fiscal
7 year in which the time was earned shall be forfeited, with the following exceptions:

8 **1.** Employees working five (5) eight (8) hour shifts per week shall be
9 entitled to carry over into the next fiscal year up to twenty-four (24) hours of unused
10 holiday leave;

11 **2.** Employees working four (4) ten (10) hour shifts per week shall be
12 entitled to carry over into the next fiscal year up to thirty (30) hours of unused holiday
13 leave;

14 **3.** Employees working 9-80 or irregular shifts shall be entitled to
15 carry over into the next fiscal year up to twenty-seven (27) hours of unused holiday
16 leave; and

17 **4.** Part-time employees shall be entitled to carry the equivalent hours
18 of three (3) holidays as accrued in Section 3 above.

19 **C.** In no event may an employee's beginning holiday balance exceed forty
20 (40) hours of unused holiday leave as of July 1 of any fiscal year.

21 **D.** Scheduling Unused Holiday Leave. The scheduling of unused holiday
22 leave shall be in accordance with Article 7, Section 3.

ARTICLE 7
VACATION LEAVE

1. Accrual:

Each regular employee shall begin to accrue vacation leave from the first (1st) day of regular employment. Vacation leave shall be accrued in accordance with the accrual of the labor agreement between the parties with the balance reflected on the employees bi-monthly check stub.

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

A. Less than two (2) years of County service, four (4) vacation hours shall be accrued per pay period equaling ninety-six (96) hours (or 2.4 weeks) accrued per year, cumulative to a maximum of two hundred twenty-four (224) hours.

B. Two (2) years of County service, but less than five (5) years of County service, five (5) vacation hours shall be accrued per pay period equaling one-hundred and twenty (120) hours (or 3 weeks) accrued per year, cumulative to a maximum of two hundred and forty-eight (248) hours.

C. Five (5) years of County service, but less than ten (10) years of County service, six (6) vacation hours shall be accrued per pay period equaling one hundred and forty-four (144) hours (or 3.6 weeks) accrued per year, cumulative to a maximum of two hundred and eighty (280) hours.

D. Ten (10) years of County service, but less than fifteen (15) years of County service, seven and thirty-three tenths (7.33) vacation hours shall be accrued per pay period equaling one hundred and seventy-six (176) hours (or 4.4 weeks) accrued per year, cumulative to a maximum of three hundred fifty-two (352) hours.

E. Fifteen (15) years of County service or more, nine (9) vacation hours shall be accrued per pay period leave equaling two hundred and sixteen (216) hours (or 5.4 weeks) accrued per year, cumulative to a maximum of four hundred thirty-two (432) hours.

F. Accrual rates apply to straight time hours worked and hours of paid leave.

1 **2. Charging:**

2 Vacation leave shall be charged in increments of one-quarter (1/4) hours in
3 accordance with the uniform time charging provisions of Article 14.

4 **3. Scheduling Accrued Vacation:**

5 **A.** Employees shall submit their request for vacation to their immediate
6 supervisor or on-duty supervisor for approval. Each vacation request shall be
7 completed by the supervisor and returned to the employee within two (2) business days
8 whenever possible. If the supervisor is unable to return the approved or denied request
9 to the employee within two (2) business days, the supervisor will so inform the
10 employee and let the employee know of the date by which the supervisor will be able
11 to respond.

12 **B.** Employees shall be able to choose either a split or continuous vacation
13 period.

14 **C.** Wherever possible, consistent with the needs of the Department and
15 requirement for vacation coverage, employees shall have the right to determine their
16 vacation dates.

17 **D.** If there is a coverage conflict, the vacation leave request will be granted
18 based on the date and time of the request. If there are two requests on the same date,
19 the employee's request with the most seniority, within the classification of Parole and
20 Probation Officer, will be granted. Additionally, each employee will be allowed to
21 exercise the right of seniority only once for no more than two (2) periods of consecutive
22 days in each calendar year.

23 **E.** Approved vacation requests shall not be rescinded or altered by
24 management unless in a bona fide emergency. An employee retains the right to rescind
25 an approved vacation request and must inform the supervisor as soon as the employee
26 determines that s/he wishes to rescind their approved vacation. An employee also
27 retains the right to alter their approved vacation request, with the approval of
28 management.

29 **4. Payoff Upon Termination, Death, or Retirement:**

30 Unused vacation leave shall be paid to the employee at their regular rate of pay
31 at the time of separation of service. In the event of an employee's death, all unused

1 vacation leave shall be paid to the employee's heirs or designated beneficiaries at their
2 regular rate of pay.

3 **5. Retiring Employees:**

4 In the last year of employment prior to retirement, employees will be able to sell
5 back up to fifty (50) hours of vacation. The employee will be responsible to notify the
6 County of intent to retire in order to exercise this provision. This is a one-time option.

7 **6. Transfer of Accruals:**

8 When an employee is promoted, transferred, demoted, appointed, or otherwise
9 moves to another department or classification within the County, the employee's
10 accumulated vacation leave balances shall be transferred with the employee to the
11 gaining department / classification.

12 **7. Working in Management Classifications:**

13 When an employee works in a management classification and accrues vacation
14 leave in excess of the maximum accruals outlined in Section 1 above, the employee
15 must use the excess vacation within six (6) months of returning to the Parole and
16 Probation Officer classification or the excess leave will be forfeited.

ARTICLE 8
SICK LEAVE

1. Allowable Use:

Sick leave is a leave of absence with pay which may be used when the employee is directly affected by any of the health conditions listed below, or when specified others are affected by the conditions listed, and require the employee's care. As used in this Article, "protected sick time" refers to sick leave protected under Oregon's state sick time law, ORS 653.601 et. seq. The first forty (40) hours per year of "paid sick time," as defined under ORS 653.601(6), are protected under Oregon's state sick leave law. Accrued sick leave taken in excess of forty (40) hours per year is not covered or protected under the state sick leave law, but may be considered protected leave under other state and federal laws.

A. Specified Others:

Members of the employee's immediate household, the employee's spouse or domestic partner, parents, step-parents, children, siblings and step-siblings, step-children, parents-in-law, and the parents, step-parents, siblings and step-siblings of their spouse or domestic partner. The legal meaning of these terms shall be as defined in the federal Family and Medical Leave Act (hereinafter referred to as the FMLA) and the Oregon Family Leave Act (hereinafter referred to as OFLA).

B. Covered Health Conditions:

1. Mental or physical illness, injury, or health condition; need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or time off needed for preventative care; or

2. Any qualified condition covered by FMLA or OFLA, regardless of whether the employee meets statutory eligibility requirements; or

3. Medical, dental, and employee assistance program appointments;
or

4. Any qualified purpose allowed under Oregon's domestic violence, harassment, sexual assault or stalking law; or

5. Any other illness, injury, or quarantine based on exposure to

1 contagious disease, or

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

4 **C. Parental Leave:**

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

9 **D. Occupationally Related Conditions:**

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

12 **2. Accrual:**

13 **A.** Employees shall accrue sick leave at the rate of .0461 hours for each
14 straight time hour worked. Straight time hours worked includes paid holidays and
15 leaves with pay taken during the work week.

16 **B.** Sick leave may be accrued on an unlimited basis.

17 **3. Charging for Sick Leave:**

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

20 **4. Reporting of Sick Leave:**

21 **A.** Employees must notify their immediate supervisor, if available, or work
22 site no later than fifteen (15) minutes after the start of their shift. Failure to so report
23 may result in discipline pursuant to Article 15. The provisions of this section do not
24 apply if the employee cannot reasonably report such sick leave due to unforeseen
25 circumstances.

26 **B.** Employees shall submit their sick leave request to their immediate
27 supervisor or on-duty supervisor for those circumstances which allow prior notice
28 [example – a health care provider appointment]. Each sick leave request shall be
29 completed by the supervisor and returned to the employee within two (2) business days
30 whenever possible. Approved sick leave requests shall not be rescinded or altered by
31 management unless a bona fide emergency exists. An employee retains the right to

1 rescind an approved sick leave request. An employee also retains the right to alter their
2 request, with the approval of management.

3 **5. Use and Misuse of Leave for Sick Leave Purposes:**

4 **A. Counting Against FMLA, OFLA Entitlements:**

5 Sick leave and any other forms of paid or unpaid leave used for FMLA
6 and/or OFLA qualifying conditions, or absence due to a deferred or approved Workers
7 Compensation claim based on such conditions, will be counted against an employee's
8 annual FMLA and/or OFLA leave entitlements, except that Workers Compensation
9 leave will not be counted against OFLA leave entitlements.

10 **B. Legitimate Use:**

11 Protected sick time is limited to the first forty (40) hours of sick time taken
12 by an employee each calendar year. Sick leave taken in excess of forty (40) hours
13 each calendar year is not considered protected sick time. Reliable and consistent
14 attendance is an expectation of all county employees. Employees must only use sick
15 leave for legitimate purposes as defined in Section 1.B. of this article.

16 **1. Verification of use:**

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

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

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

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

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

28 **iv.** The employee commences sick time without
29 providing prior notice required by the County, unless medical circumstances prevent
30 the employee from providing notice prior to commencing sick time and the employee
31 provides notice to the County as soon as is practicable; or

1 v. Management reasonably suspects that an
2 employee is abusing sick time, including engaging in a pattern of sick leave abuse.

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

5 c. The County may require an employee to submit written
6 medical verification of absence due to non-FMLA, non-OFLA, and non-protected
7 Oregon sick leave covered illness or injury from an employee's physician or other
8 acceptable verification of eligibility to receive sick leave benefit under any of the
9 following conditions:

10 i. Whenever the employee's absence exceeds three
11 (3) consecutive workdays for a given event;

12 ii. Whenever the County can articulate reasonable
13 cause to believe that a misuse or abuse of sick leave has occurred, including but not
14 limited to questionable usage, questionable patterns of usage or calling in sick on a
15 previously denied day off, provided the employee has been previously notified by a
16 supervisor or Human Resources representative in writing that, due to such concerns,
17 future verification may be required. A copy of such notice will be provided to FOPPO.
18 Employees notified of such reasonable cause may be required to furnish a certification
19 for each use of sick leave for a period not to exceed six (6) months following the notice.

20 d. If the employee is required to provide medical verification,
21 the County will pay the out-of-pocket cost not covered by insurance or another benefit
22 plan.

23 2. **Discipline:** Subject to the limitations of law, including but not
24 limited to those of the FMLA and/or OFLA, discipline may be imposed under the
25 following conditions:

26 a. **Abuse of sick leave:** Misuse of leave, violation of orders,
27 directives, or contractual requirements concerning the use of sick leave and other
28 forms of leave used in lieu of sick leave are cause for disciplinary action.

29 b. **Use of accrued sick leave:** Use of accrued sick leave,
30 without abuse of such leave, will not be cause for discipline. When the intermittent use
31 of accrued sick leave or other paid or unpaid leave used in lieu of sick leave interferes

1 significantly with an employee's ability to perform the duties of their job, management
2 may do the following (subject to the requirements of law, including, but not limited to,
3 the FMLA and/or OFLA and the Employer Accommodation for Pregnancy Act): Require
4 the employee to take continuous leave; or change the employee's work assignment for
5 six (6) months or until use of intermittent leave ends, whichever comes sooner; in such
6 cases the provisions of Article 24 will not apply.

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

12 **i.** Any legal requirements, including, but not limited to
13 those of the FMLA, OFLA, Oregon state sick leave law, or the ADA.

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

17 **iii.** Whether there is a likelihood of improvement within
18 a reasonable period of time based on credible Health Care Provider evidence;

19 **iv.** The particular attendance requirements of the
20 employee's job;

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

23 **C. Sequencing of Leaves:** The use of vacation leave, saved holiday time,
24 compensatory time, and leave without pay is subject to approval by management
25 according to the requirements of Articles 7, 8, 9, and 11, respectively. However, unless
26 otherwise required by law, forms of leave shall be used and exhausted in the following
27 sequences:

28 **1.** Leave for illness or injury that does not qualify for FMLA and/or
29 OFLA will be taken in the following order: Sick leave until it is exhausted; Vacation
30 leave, saved holiday time, or compensatory time, sequenced at the employee's option,
31 until they are exhausted; Leave without pay.

1 **2.** Leave that qualifies under FMLA and/or OFLA will be taken in the
2 following order: Paid leave until it is exhausted; employees will determine what order
3 paid leave is used; Leave without pay.

4 **3.** Leave for other purposes will be taken in the following order:
5 Vacation leave, saved holiday time, or compensatory time, sequenced at the
6 employee's option (to the extent allowed by vacation sign-up provisions) until they are
7 exhausted; Leave without pay.

8 **D. Reinstatement of Sick Leave Accruals:**

9 **1.** Any employee who leaves County employment and is
10 subsequently re-employed as a regular status employee within one hundred eighty
11 (180) days is entitled to credit for all sick leave accrued up to the last day of prior
12 employment. Sick leave shall not accrue during the period between leaving County
13 employment and re-employment.

14 **2.** Any employee who leaves County employment and is
15 subsequently re-employed as a temporary status employee within one hundred eighty
16 (180) days is entitled to credit for sick leave accrued up to the last day of prior
17 employment up to a maximum of eighty (80) hours. Sick leave shall not accrue during
18 the period between leaving County employment and re-employment.

19 **3.** Any employee who is re-employed after more than one hundred
20 eighty (180) days is not entitled to credit for sick leave that accrued during prior County
21 service. Sick leave will begin accruing anew in accordance with applicable accrual
22 sections.

23 **4.** Employees who are laid off and recalled from a recall list, will have
24 their sick leave balance restored at the time they are recalled.

25 **5.** Employees who retire from County service under PERS full
26 formula or formula plus annuity and are subsequently re-employed by the County will
27 not be entitled to credit for sick leave accrued during prior County service. Sick leave
28 will begin accruing anew in accordance with applicable accrual sections.

29 **6.** Employees who retire under PERS money match or OPSRP who
30 are subsequently re-employed by the County within one hundred eighty (180) days of
31 their retirement date will be entitled to credit for all sick leave accrued up to the last

1 day of prior employment. Sick leave shall not accrue during the period between leaving
2 County employment and re-employment.

3 7. Any employee who is re-employed after more than one hundred
4 eighty (180) days is not entitled to credit for sick leave that accrued during prior County
5 service. Sick leave will begin accruing anew in accordance with applicable accrual
6 sections.

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

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

11 **1. Continuous leave:**

12 **a.** In the event of a continuous leave of absence without pay
13 in excess of any legal requirement of the FMLA or OFLA, the County may require from
14 the employee's Health Care Provider, and/or arrange for the employee to see a Health
15 Care Provider selected by the County to examine the employee and provide a
16 statement of the disability, current condition, and the anticipated length of current
17 absence.

18 **b.** If the County requires the employee to see a Health Care
19 Provider it has selected, it will pay the costs.

20 **c.** If deemed necessary by the County, such an examination
21 shall be repeated every thirty (30) days.

22 **d.** If management determines that continued leave would not
23 be in the best interest of the County, then any resulting termination would be subject
24 to review under the just cause standard as to the reasonableness of this determination.

25 **e.** Following six (6) months of leave without pay, to include
26 time spent on unpaid FMLA and/or OFLA leave, any extension of the leave shall be
27 deemed permissive on the part of the County and if the employee's leave is not
28 extended, and the employee does not return to work, the employee will be deemed to
29 have resigned.

30 **2. Intermittent leave:** Intermittent leave without pay used in lieu
31 of sick leave is not subject to the six (6) month entitlement provided for above. When

1 such leave significantly affects an employee's job performance and is not subject to
2 the requirements of law (including but not limited to the FMLA/OFLA), management
3 may evaluate the employee's use of leave according to the criteria of "Section B.2.c"
4 above. Health Care Provider information as provided for in "Section D.1" above may
5 be required for the evaluation. After completing the evaluation, management may do
6 one of the following:

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

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

12 c. Proceed with the disciplinary process.

13 **F. Use of Paid Leave in Counting FMLA/OFLA Eligibility:**

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

19 **G. Medical Releases:** The County shall provide employees with specific
20 information needed on medical releases in order to return to duty.

21 **6. Disability Insurance and Catastrophic Leave:**

22 **A. Disability Insurance:**

23 1. **Short term disability:** Any employee covered by this Agreement
24 may participate in the short-term disability insurance program developed by the
25 Federation and the County (consistent with carrier contract(s)), the monthly premium
26 to be paid individually through payroll deduction.

27 2. **Long-term disability:**

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

1 **b.** The County will pay for COBRA medical and dental
2 insurance coverage for a period of up to six (6) months beyond the month in which
3 benefits would normally terminate for an employee with an approved long-term
4 disability claim. However, employees who "opt out" of benefits coverage under the
5 provisions of Article 10, "Section 1. D." of this Agreement will not be eligible for
6 continued County-paid coverage under this subsection.

7 **c.** If proposed by management and approved by the
8 Federation, changes in short term and long-term disability insurance coverage will be
9 put into effect.

10 **7. Sick Leave Records:** The medical or psychological records will be maintained
11 in accordance with requirements of the Americans with Disabilities Act or other
12 applicable law.

13 **8. Other Sick Leave Provisions:** Employees who are absent on sick leave for a
14 period in excess of their accrued sick leave shall be allowed to use their accrued
15 vacation, saved holiday, and/or compensatory time to cover such time off. At the option
16 of the employee, the employee may retain up to forty (40) hours of vacation time prior
17 to being placed on leave without pay. Leaves without pay shall be subject to the
18 approval of management.

19 **9. Use of Sick Leave During Leave:** Sick leave may not be used during the term
20 of any unpaid leave of absence. Sick leave may not be used during vacation except
21 when the employee notifies the supervisor of the interruption of their scheduled
22 vacation and presents reasonable evidence of a bona fide illness or injury upon
23 returning to work.

24 **10. Fitness for Duty:**

25 **A.** The parties recognize that employees have the responsibility to report to
26 work fit for duty. Any employee who feels unable to perform their duties shall promptly
27 notify a supervisor.

28 **B.** To ensure such fitness, management may send employees for medical
29 or psychological examination when the supervisor articulates why they reasonably
30 believe that the employee is not fit for duty and/or may be a danger to themselves or

1 others. The Department will select the Health Care Provider that performæns the
2 examination and will be at County expense.

3 **C.** Any employee ordered to receive a fitness for duty examination shall
4 comply with the terms of the order and cooperate fully with the Health Care Provider
5 regarding any clinical interview, tests administered or other procedures as directed.

6 **D.** The Department may request from the employee a Health Care
7 Provider's release of information that relates only to the employee's ability to perform
8 the job. Any written information the HCP provides the Department will also be provided
9 to the employee. The Health Care Provider will submit a report which indicates whether
10 the employee is fit or unfit for duty and whether the employee requires modified working
11 conditions. The Health Care Provider may indicate which modification(s) are necessary
12 and the projected duration of such modification(s).

13 **E.** Should an employee be required by the Department to undergo a fitness
14 for duty examination, the employee shall do so without a loss of pay or benefit(s) and
15 the employer shall bear the expense of such examination. To the extent practicable,
16 the examination will occur during the employee's normal work hours. The employee
17 shall remain on light duty or paid administrative leave until the results of the evaluation
18 are received.

19 **F.** If the Health Care Provider conducting the evaluation determines that the
20 employee is not fit for duty, the employee can obtain a second non-binding opinion at
21 the employee's expense.

22 **a.** Prior to the second evaluation, the employee will provide the name
23 of the Health Care Provider to Human Resources, so that the Department can send a
24 copy of the initial evaluation, position description, and other relevant information that
25 the Health Care Provider to be considered in their evaluation.

26 **b.** If the employee gets a second opinion and the two opinions
27 conflict, the Department will evaluate the differences in the two opinions and may offer
28 to send the employee for a third evaluation with a mutually agreed upon Health Care
29 Provider who considers both reports and makes a final determination on the
30 employee's fitness for duty. The employee may elect to not undergo the third

1 evaluation, in which case the County's initial Health Care Provider determination will
2 be binding. In such case, FOPPO may grieve the County's actions.

3 **G.** If the employee is found to be unfit for duty, the employee may go on
4 leave using their own leave accruals or may continue on light duty if available. If the
5 employee is deemed to be unfit for duty, the Department will make every effort to find
6 another position within the County for which the employee may be fit for duty. If the
7 County is unable to find a comparable position, the employee may be released from
8 employment. If the County offers a comparable position to the employee and the
9 employee declines it, the employee will be deemed to have resigned from employment.

10 **H.** If an employee has been deemed fit for duty, the employee will be notified
11 to resume their duties.

12 **11. Catastrophic Leave Program:**

13 The parties recognize that a Catastrophic Leave Program has been
14 implemented which allows the donation of vacation leave, or compensatory time, or
15 unused holiday leave to ill or injured county employees who have exhausted all paid
16 leave. This program may be terminated only subject to the terms and conditions of the
17 implementing Ordinance.

18 **12. Transfer of Accruals:**

19 When an employee is promoted, transferred, demoted, appointed, or otherwise
20 moves to another department or classification within the County, the employee's
21 accumulated sick leave balances shall be transferred with the employee to the gaining
22 department / classification.

23 **13. Retirement:**

24 Upon retirement, sick leave shall be reported to and counted for PERS final
25 average salary calculation as allowed by PERS.

1 **B.** Under no circumstances will employees be paid for time spent in a
2 judicial proceeding or hearing in which they or the Federation is the plaintiff or
3 defendant, unless they are being defended and indemnified by the County for conduct
4 occurring during the course of employment.

5 **4. Military Leave:** The County acknowledges its obligation under state and
6 federal law to grant paid and unpaid leave for military service. Information about legally
7 mandated military leave will be made available to employees upon request from
8 departmental Human Resources.

9 **5. Bereavement Leave:**

10 **A.** Upon an employee's request, they shall be granted three (3) days leave
11 of absence with full pay in event of death in the immediate family or immediate
12 household of the employee to make household adjustments or to attend funeral
13 services.

14 **B.** If such funeral is beyond 350 miles, the employee, upon request, will be
15 granted up to three (3) additional days with pay at the discretion of their supervisor for
16 travel and personal considerations.

17 **C.** The bereavement days may be taken up to thirteen (13) months from the
18 date of the death and need not be taken consecutively, unless employee is also using
19 the three (3) travel days provided for in this section.

20 **D.** For purposes of Bereavement Leave, an employee's immediate family
21 shall be defined as their spouse or domestic partner, parents, step-parents, children,
22 step-children, siblings, step-siblings, grandchildren, grandparents, brothers-in-law,
23 sisters-in-law, and the parents, step-parents, siblings and step-siblings of their spouse
24 or domestic partner. Immediate household shall be defined as any person residing at
25 the employee's residence on a regular basis. In relationships other than those set forth
26 above, under exceptional circumstances, the Department Director, upon request, may
27 grant such leave of absence.

28 **E.** To provide consistency among locations, any denial from an immediate
29 supervisor for approval of leave for relationships other than those set forth above or
30 travel days, shall automatically, and immediately be forwarded to the Department

1 Director or their designee for Review. In no case shall this review extend past the
2 current working day.

3 **F.** Employees may request additional leave beyond the three (3) travel days
4 and, upon approval, may use vacation leave or sick leave for such additional time.

5 **G.** In addition to the County's paid bereavement leave, the County will allow
6 up to two (2) weeks of bereavement leave pursuant to OFLA standards.

7 **6. Coworker Funeral or Memorial Service Leave:** Subject to the Department's
8 business needs, with the approval of the Department Director, employees shall be
9 given up to four (4) hours of paid time off to attend the funeral or memorial service of
10 a Department employee. In addition, employees appointed by the Assistant Director
11 to serve as the Department's liaison to survivors of the deceased will do so on paid
12 time.

13 **7. Personnel Examinations/Interviews:** Employees shall be given paid time off
14 for participating in County examinations and interviews for promotion, demotion, or
15 transfer which occur during their regularly scheduled shift.

16 **8. Inclement Weather and Natural Disasters Policy:**

17 **A.** The County reserves the right to establish a policy with respect to
18 attendance at work during inclement weather or a natural disaster, and further reserves
19 the right to determine whether or not an event qualifies as such event under the terms
20 of any such policy.

21 **B.** When the County is open, any time an employee is unable to work as
22 scheduled due to inclement weather the employee may, at the employee's discretion,
23 be charged to: vacation leave, saved holiday time, compensatory time, leave without
24 pay, or at the employee's discretion, they may make up time lost due to inclement
25 weather at any other time during the same tour of duty with no reduction of pay or other
26 benefits.

27 **C.** The provisions of Article 14, Section 3, Right to Compensation for
28 Regularly Scheduled Hours, will apply to instances in which an employee reports to
29 work at a closed facility, or are otherwise specifically notified by the County that their
30 facility is closed, and the employee is not reassigned.

1 **D.** The County will communicate delayed openings to employees, and they
2 are not expected to arrive until the new opening time and will receive paid
3 Administrative Leave for any hours that they are scheduled to work, but were unable
4 to do so because of a County closure.

5 **9. Educational Leave:**

6 After completing one (1) year of service, an employee, upon request and
7 approval of management, may be granted a leave of absence without pay for
8 educational purposes at an accredited school when it is related to their employment.
9 Such leave of absence shall not exceed one (1) year, but it may be renewed or
10 extended at the request of the employee, when necessary. One (1) year leaves of
11 absence with any requested extension for educational purposes may not be provided
12 more than once in any three (3) year period. Employees may also be granted leaves
13 of absence with or without pay for educational purposes and additional lengths of time
14 to attend conferences, seminars, briefing sessions, or other functions of a similar
15 nature that are not intended to improve or upgrade the individual skill or professional
16 ability, provided it does not interfere with the operation of the County.

17 **10. Federation Leave:**

18 **A. Federation Business Leave (County Paid Time):**

19 Federation Business that is considered County Paid Time includes
20 functions that are considered County /Federation joint functions such as negotiations
21 (including time before and after negotiations for caucuses); participation in committees
22 that are joint County/Federation committees such as Labor/Management committees,
23 the Benefits Committee and the Compensation Committee; duties as a steward as
24 defined in this Agreement; hearings and meetings to settle grievances and disputes
25 between the parties; and such other Federation Business (County Paid Time) mutually
26 agreed upon by the parties. Employees participating in such activities will be allowed
27 to do so without loss of pay.

28 **B. Federation Business Leave (Federation Reimbursable Time):**

29 **1.** Any bargaining unit member selected by the Federation to
30 participate in a Federation activity as defined below, shall be considered in Federation

1 Business Leave (Federation Reimbursable Time) status and shall be granted such
2 leave.

3 **2.** Federation Business (Federation Reimbursable Time) addressed
4 in this section would pertain to such activities as Contract Administration – such as
5 time to cover for staff replacement, time to attend training conferences such as
6 arbitration/grievance training, and time off to prepare for negotiations;
7 Conferences/Other – such as Women’s Convention, appointment Federation Board
8 seat or committee; and other mutually agreed activities that would qualify for
9 Federation Business (Federation Reimbursable Time).

10 **3.** Five (5) days’ written notice of such time away from work shall be
11 given to the affected employee’s immediate supervisor and to the County Labor
12 Relations Manager. The Federation will make every effort to avoid disruptions of work.
13 The Federation shall reimburse the County for one hundred per cent (100%) of the
14 affected employee’s salary and benefits (including pro-rata cost of workers’
15 compensation premiums, but excluding indirect or overhead charges) for straight time
16 spent on Federation activities conducted during regularly scheduled working hours.
17 The County shall submit a quarterly statement to the Federation itemizing the amount
18 of the Federation’s reimbursement obligations.

19 **C. Federation Business (Unpaid) Leave:**

20 **1.** Employees selected by the Federation for such activities that are
21 considered political activities including political training, conferences, committees, or
22 appointment, and time off work on an election race are considered Federation
23 Business (Unpaid) Leave.

24 **2.** Upon seven (7) days advance notice by the Federation, Officers
25 shall, subject to the operating requirements of the department, be granted leave
26 without pay for a reasonable period of time not to exceed three (3) consecutive working
27 days and not to exceed a total of ten (10) working days for the bargaining unit in any
28 given calendar year for purpose of conducting Federation business which takes them
29 away from their employment. Such unpaid leave for Officers shall not be limited to
30 political activities.

1 3. Nothing in this section prevents a Federation Officer from
2 engaging in Federation business during approved time off.

3 **D. Workers Compensation Benefits While on Federation Leave:**

4 While on Federation Reimbursable Time and Federation Business
5 (Unpaid) Leave, employees shall not be eligible for County workers compensation
6 benefits arising out of injury or illness occurring during the leave from the County.

7 **11. Use of Deadly Force:**

8 The County reserves the right to place an employee involved in a use of deadly
9 force incident on paid administrative leave in accordance with the provisions of the
10 Department's Use of Deadly Force policy.

11 **12. Travel and Training Leave:**

12 Travel to and from training out of state and out of the area will be compensated
13 in compliance with this collective bargaining agreement or the Fair Labor Standards
14 Act (FLSA), whichever is greater.

ARTICLE 10
HEALTH AND WELFARE

1. Medical and Dental Insurance:

A. Definitions and Contributions Toward Insurance Premiums:

1. Definitions:

a. Full-Time Employee – Definition:

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

b. Part-Time Employee – Definition:

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

2. Medical Insurance Contributions:

a. Full-Time Employees:

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

Full-Time Employees 2021		
Plan Name	County Contribution	Full-Time Employee Contribution
Moda Performance Plan	90%	10%
Moda Preferred Plan	95%	5%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	95%	5%

Full-Time Employees 2022		
Plan Name	County Contribution	Full-Time Employee Contribution
Moda PPO 400 Plan	92.5%	7.5%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser 10/20 Medical Plan	95%	5%

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b. Part-Time Employees

Part-Time Employees 2021		
Plan Name	County Contribution	Part-Time Employee Contribution
Moda Performance Plan	45%	55%
Moda Preferred Plan		
Single	60%	40%
Two-Party	56%	44%
Family	54%	46%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan		
Single	70%	30%
Two-Party	64%	36%
Family	63%	37%
Kaiser Maintenance Medical Plan	90%	10%

Part-Time Employees 2022		
Plan Name	County Contribution	Part-Time Employee Contribution
Moda PPO 400 Plan		
Single	60%	40%
Two-Party	56%	44%
Family	54%	46%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser 10/20 Medical Plan		
Single	70%	30%
Two-Party	64%	36%
Family	63%	37%
Kaiser Maintenance Medical Plan	90%	10%

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

County contribution rates include \$50 monthly premium subsidy to Part-Time employees who enroll in either the Kaiser 10/20 Plan or the Moda PPO 400 Plan, regardless of tier.

3. Dental Insurance Contributions:

a. Each eligible full-time active enrolled employee’s monthly contribution for dental benefit plan coverage will be calculated as a percentage of the monthly premium by tier as follows:

Full-Time Employees 2021		
Plan Name	County Contribution	Full-Time Employee Contribution
Delta Dental Plan	95%	5%
Willamette Dental Group Plan	95%	5%
Kaiser Dental Plan	95%	5%

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Full-Time Employees 2022		
Plan Name	County Contribution	Full-Time Employee Contribution
Delta Dental 50 Plan	93%	7%
Willamette Dental Group Plan	93%	7%
Kaiser Dental 15 Plan	93%	7%

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

Part-Time Employees 2021		
Plan Name	County Contribution	Part-Time Employee Contribution
Delta Dental Plan	50%	50%
Willamette Dental Group Plan	50%	50%
Kaiser Dental Plan	50%	50%

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Part-Time Employees 2022		
Plan Name	County Contribution	Part-Time Employee Contribution
Delta Dental 50 Plan	50%	50%
Willamette Dental Group Plan	50%	50%
Kaiser Dental 15 Plan	50%	50%

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2 **B. Mandated Changes and Carrier Changes in Plan Designs During the**
3 **Term of Agreement:**

4 The County shall act to update any mandated coverage or changes
5 caused by Federal or State laws, rules and regulations or required by the insurance
6 carriers. Unilateral changes in benefits initiated solely by the insurance carriers are
7 subject only to impact negotiations with the Federation pursuant to PECBA.

8 **C. Premium Calculations:**

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

17 If a government agency or other taxing authority imposes or increases a tax or
18 other charge upon the County's Medical and/or Dental benefit plan(s) or any activity of
19 the plan(s), the County may increase the appropriate premium(s) to include the new or
20 increased tax or charge.

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

1 **E. Major Medical Plan Rebates:** Full-Time employees who elect coverage
2 under the Major Medical Plan will be paid \$50 (gross) per month, which is taxable
3 income.

4 **F. Opt-Out of Medical Plan Benefits:**

5 **a.** Employees may elect to Opt Out of coverage in the County's
6 medical benefit plan by making that election. Employees making such election must
7 complete an opt-out affidavit indicating coverage by other group medical benefit plan
8 coverage in order to make the Opt Out election. Employees will not be eligible to
9 change their election until the County's official annual open enrollment period, unless
10 the employee experiences an IRS recognized family status change event that would
11 allow a mid-year health plan election change or qualifies for Special Enrollment under
12 HIPAA.

13 **b. Full-Time Employees who Opt Out:**

14 Full-time employees who Opt Out medical benefit plan coverage
15 will receive a reimbursement paid by the County of two-hundred and fifty dollars (\$250)
16 (gross) per month into the employee's individual HRA VEBA account.

17 **c. Part-Time Employees who Opt Out:**

18 Part-time employees who Opt Out of medical benefit plan
19 coverage will receive a reimbursement paid by the County of one-hundred-twenty-five
20 dollars (\$125) (gross) per month into the employee's individual VEBA account.

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

28 **G. Successor Plans and Carriers:**

29 **a.** In the event that any of the current insurance plans become
30 unavailable, the County agrees to provide to affected employees a substitute plan for
31 the same service delivery type, if available, at substantially the same or better benefit

1 levels. If a plan or carrier is discontinued and no substitute plan is available of the same
2 service delivery type, the employee will be offered the option to enroll in an alternative
3 service delivery plan.

4 If the County chooses to change carriers or plans, the County agrees that the
5 overall existing level of benefits for each plan will be duplicated as closely as possible.

6 **b. Employee Benefit Advisory Team (EBAT):**

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

17 **c. State Insurance Pool:**

18 In conjunction with the economic package set forth in this
19 Agreement, during the term of this Agreement, the County may change health and
20 welfare plans and designs (medical/vision/prescription/dental) to an Oregon public
21 employee insurance pool (e.g. the Public Employees Benefit Board or the Oregon
22 Educators Benefit Board). However, if the existing level of benefits are impacted and/or
23 effected by participation in such a pool, the County will initiate and enter into impacts
24 and effects bargaining with the FOPPO pursuant to ORS 243.698 et seq.

25 **H. Premium Reimbursement for Part-Time employees:**

26 **a. Reimbursement Eligibility:**

27 Part-time employees may be eligible for premium reimbursement
28 if they work the minimum required number of hours for each of six (6) consecutive pay
29 periods. The six (6) pay periods used for calculation are considered a single qualifying
30 block of time. The six (6) consecutive pay period block shall only be applied to one
31 reimbursement request. Changes to a submitted reimbursement request will be

1 considered only if a submitted payroll period is determined to be ineligible.

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

3 1. For purposes of this calculation, full-time is defined as the
4 total number of regular hours in a pay period for an employee scheduled to work
5 Monday through Friday, eight (8) hours per day.

6 2. "Work" for purposes of this section is defined as regular
7 hours worked, and any paid time such as holidays, vacation or sick time. Overtime
8 hours are not considered time worked for purposes of reimbursement calculations.

9 3. Hours required for Full-Time reimbursements per pay period
10 will be calculated according to the chart below.

11

Per Pay Period	
Total Regular Hours	Minimum Qualifying Hours
Full-Time	Full-Time Reimbursements (Rounded to the closest 15-minute increment)
72	57.5
80	64
88	70.5
96	76.75

12
13 **c. Reimbursement Options:**

14 1. Part-time employees may be eligible for full-time
15 reimbursements. To qualify, time worked in each pay period must meet the minimum
16 qualifying hours for full-time reimbursements for all six (6) consecutive pay periods.
17 Any such premium reimbursements made to the employee will be adjusted for
18 appropriate taxes.

19 2. Employees who elect the Kaiser Maintenance Plan will not
20 be eligible for medical plan premium reimbursements.

21 3. Employees who elect the Major Medical Plan will not be
22 eligible for medical plan premium reimbursement.

23 4. Employees who elect to Opt-Out and/or decline dental plan
24 enrollment will not be eligible for premium reimbursement.

1 **5.** Reimbursement payments will be made only upon written
2 request submitted by the employee to the Employee Benefits Office within ninety (90)
3 days of the last payroll period of full-time work.

4 **I. Retirees:**

5 Provisions governing retiree participation in County medical and dental
6 plans are in Article 22, Section 2.

7 **J. Default Enrollment:**

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

14 **2.** New part-time employees who fail to submit a timely application
15 to Opt Out or enroll into the medical and dental benefits plans described in Section A
16 above will be enrolled by default in the County’s Major Medical plan, with employee
17 only coverage. Eligible dependents of such employees may be enrolled in the default
18 plan if the employee submits an application requesting dependent enrollment within
19 fifteen (15) days of date default enrollment notice is issued.

20 **K. Eligible Dependents (Enrollment & Termination of Enrollment):**

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

22 **a. Definitions:**

23 **i.** A “spouse” is a person to whom the employee is
24 married under Oregon law.

25 **ii.** A “domestic partner” is a person with whom the
26 employee:

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

- 1 (b) Has a close personal relationship.
- 2 (c) In addition, the employee and the other
- 3 person must share the following characteristics:
- 4 (1) Are not legally married to anyone;
- 5 (2) Are each eighteen (18) years of age or
- 6 older;
- 7 (3) Are not related to each other by blood
- 8 in a degree of kinship closer than would bar marriage in the State of Oregon;
- 9 (4) Were mentally competent to contract
- 10 when the domestic partnership began;
- 11 (5) Are each other's sole domestic
- 12 partner;
- 13 (6) Are jointly responsible for each other's
- 14 common welfare including "basic living expenses" as defined in the Affidavit of
- 15 Marriage or Domestic Partnership.

16 **b. Enrollment of Spouse/Domestic Partner:**

17 Employee may enroll spouse or domestic partner in County
18 medical and dental plans upon completion of the County's Affidavit of Marriage or
19 Domestic Partnership and applicable enrollment. Enrollment times and other
20 procedures for administration of the medical and dental benefit plans shall be applied
21 to employees with domestic partners in the same manner as to married employees to
22 the extent allowed by the law. Spouse or domestic partner must be enrolled in the
23 same plans as the employee.

24 **2. Children:**

25 **a. Definition:**

26 "Eligible children" includes:

- 27 i. any biological or adoptive child of the employee or
- 28 employee's spouse/domestic partner who is under the age of twenty-three (23); or
- 29 ii. any biological or adoptive child of the employee or
- 30 employee's spouse/domestic partner who is between the ages of twenty-three (23) and
- 31 twenty-six (26) and is not eligible for health plan coverage offered through the child's

own employment or through the employment of child's spouse/domestic partner; or

iii. 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

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

v. the newborn child of an enrolled, unmarried, eligible child of the employee or employee's spouse/domestic partner (grandchild of employee) if:

- the parent child is under age twenty-three (23) at the time of the grandchild's birth, and
- both parent child and grandchild reside with County employee.

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

vi. an eligible dependent enrolled under employee's 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 (3) months prior to child's twenty-sixth (26th) birth date to initiate eligibility review process.

b. Enrollment of Dependent Children:

Employee may enroll eligible children in County medical and dental benefit plans upon completion of the County's applicable enrollment forms. 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

1 tax on the value of the coverage in accordance with IRS regulations.

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

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

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

11 **b.** Employees whose marriage or domestic partnership ends
12 must complete, sign, and file with the Employee Benefits Office a copy of the statement
13 of Termination of Marriage/Domestic Partnership and a Benefit change form to report
14 the event.

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

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

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

1

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

2

3

M. When Benefits Coverage Begins and Ends:

4

1. Coverage for new employees:

5

a. Medical and Dental Benefits:

6

The employee and eligible dependents will be covered by medical and dental benefits the first (1st) day of the month following or coinciding with hire, provided the employee has submitted completed enrollment and other required documentation to the Employee Benefits office prior to that date. Employees who submit enrollment after the first (1st) day of the month following hire, but within thirty-one (31) days of hire, will be covered the first (1st) day of the month following date completed enrollment is received by the Employee Benefits Office. Employees who do not submit an enrollment 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.

16

2. Benefits coverage for terminating employees:

17

a. Retirees:

18

i. County-subsidized coverage:

19

Benefits options for retirees are provided for in

20

Article 22, Section 2.

21

ii. Continuation of coverage through COBRA:

22

Retirees may continue to participate in County

23

medical and dental benefits plans on a self-pay basis as mandated by law.

b. Other terminating employees:

i. County sponsored coverage:

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

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

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

ii. Continuation of coverage through COBRA:

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

3. Employees on unpaid leaves of absence:

a. Leaves of less than thirty (30) days:

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

b. FMLA/OFLA Leaves:

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

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

1 leave will be deemed the employee's last day in pay status.

2 **iii.** During unpaid OFLA leave only, the County will not
3 contribute toward medical or dental benefit plan coverage.

4 **c. Non-FMLA Unpaid Leaves:**

5 **i. Lapsing of County-subsidized coverage:**

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

10

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

11
12
13
14

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

21 **ii. Continuation of Coverage through COBRA:**

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

24 **iii. Benefits Coverage upon Return from a Leave:**

25 **(a)** Employees returning from leave will have the
26 same medical and dental benefit plans (or successor plans) they had when they left
27 County employment. If they return from leave the first (1st) day of the month, coverage
28 will be in effect upon their return from leave; otherwise, coverage will be in effect the
29 first (1st) day of the month following their return from leave.

30 **(b)** Employees returning from unpaid non-FMLA
31 leave in the following plan year may enroll in different plans within thirty-one (31) days

1 of their return. Such employees must complete health plan enrollment upon their return
2 to work. If enrollment is received on the first (1st) day of the month, the coverage will
3 be effective that day; otherwise, coverage will be in effect the first (1st) day of the month
4 following receipt of the completed enrollment by the County Employee Benefits Office.

5 **2. Other Benefits:**

6 **A. Flexible Spending Accounts:**

7 **1. Medical expenses:**

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

13 **2. Dependent care expenses:**

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

18 **3. Transportation expenses:**

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

23 **B. Life Insurance:**

24 **1.** The County agrees to provide each employee covered by this
25 Agreement with term life in the amount of thirty thousand dollars (\$30,000) and
26 accidental death and dismemberment insurance in the amount of one hundred
27 thousand (\$100,000). Any increases to the County provided coverage are subject to
28 the terms of the insurance contract.

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

1 **C. Emergency Treatment:**

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

7 **D. Disability Insurance:**

8 Disability insurance benefits are provided for under Article 8 (Sick Leave),
9 Section 6 of this Agreement.

10 **3. Retiree Life Insurance:**

11 Retirees of Multnomah County who have at least ten (10) years of County
12 service will be provided with two thousand dollars (\$2000) term life insurance coverage
13 by the County during the period of the time they receive pension benefits.

14 **4. Death in the Line of Duty:**

15 The County shall ensure that all applicable laws that an employer is responsible
16 for relating to an Officer's death in the line of duty are administered within statutory
17 timelines.

ARTICLE 11
COMPENSATION

1. Wage Adjustments:

A. July 1, 2021

Effective July 1, 2021, the rates and ranges of employees covered by this Agreement shall be increased by one and six tenths percent (1.6%).

B. July 1, 2022

Effective July 1, 2022, the rates and range of employees covered by this Agreement shall be increased by an amount equal to the annual percentage increase in the West - Size A Consumer Price Index for Urban Wage Earners and Clerical Workers (2nd Half, second half of 2020 to the second half of 2021 as reported in February 2022) with a minimum of one percent (1%) to a maximum of 4.0%).

C. July 1, 2023

Effective July 1, 2023 the rates and ranges of employees covered by this Agreement shall be increased by an amount equal to the annual percentage increase in the West – Size A Consumer Price Index for Urban Wage Earners and Clerical Workers 2nd Half, second half of 2021 to the second half of 2022 as reporting in February 2023 with a minimum of one percent (1.0%) to a maximum of four percent (4.0%).

D. HRA-VEBA

The County shall contribute one percent (1.0%) of each employee's hourly rate (defined as 1.0% of base and overtime wages) toward each employee's individual HRA-VEBA account. The conversion of wages to benefits will reduce the employee's hourly wage by 1.0%. The conversion of 1% of wages to benefits is applied to the compensation calculation of base wages and overtime for each payroll period. The result is that the 1% will vary based upon the number of hours worked and any increases in compensation to the base hourly wage, either as a step increase or subsequent COLA increase.

This HRA-VEBA contribution process will remain in place unless otherwise changed by the parties.

1 **2. Budget Shortfall Crisis:**

2 Should the County's estimated fund resources in the executive budget which
3 directly affect funding of Parole and Probation services suffer a reduction, and such
4 reduction would result in loss of bargaining unit employees and County's ability to
5 continue current level of services, either party may provide the other with written notice
6 to meet and discuss possible alternative options that would save bargaining unit jobs
7 and County level of services. Such meeting must occur within thirty (30) calendar days
8 of said declaration. Alternative resolutions which are in conflict with terms and
9 conditions of this collective bargaining agreement shall be subject to mutual agreement
10 of the County and the Federation. Parties agree that said discussions do not constitute
11 interim negotiations as outlined under ORS 243.698.

12 **3. Pay Periods:**

13 The salaries and wages of employees shall be paid semi-monthly. Pay dates
14 under the semi-monthly system shall be the same as those for exempt county
15 employees.

16 **4. Step Placement and Step Increase Dates:**

17 It is acknowledged by the parties that the County has historically given
18 employees covered by this agreement a step increase in wages, effective on the
19 employee's anniversary date of employment. Each employee shall be paid at one (1)
20 of the steps in the range prescribed for their classification.

21 **A. New Employees and Rehires:**

22 1. A rehire is an employee who has terminated regular employment
23 with the County, and is subsequently selected to occupy a regular position from a civil
24 service list. (Former employees who return to regular County employment without
25 being selected from a list are not rehired, but reinstated.)

26 2. Normally new employees and rehires will be appointed at step one
27 (1) at the beginning of the trial service period; the director may make an appointment
28 to a higher step. An employee who is promoted shall be paid at the salary step in the
29 new salary range not less than a one (1) step increase, or in the first step of the new
30 range, whichever is greater. A new or promoted employee is eligible for consideration
31 for advancement to the next step of their salary range on the day following twelve (12)

1 months of service in the Parole and Probation Officer classification, and to subsequent
2 steps at subsequent anniversary dates (24, 36, 48, 60, 72, AND 84 months) to the top
3 step of the pay range.

4 **3.** The step increase date for wage increases for new employees will
5 be the date of regular appointment, and the date for rehires will be the most recent
6 date of regular appointment. However, the step increase date for new employees and
7 rehires will be adjusted to reflect any additional seniority credit, such as credit for
8 temporary service in the classification, which they receive under the provisions of
9 Article 13 – Seniority and Layoff.

10 **B. Step Increases:**

11 An employee not at the maximum of their pay range shall receive a step
12 increase upon the completion of one year of service at the current rate. Time in service
13 is measured in accordance with Article 13. (Note that part-time work will count on a
14 full-time basis.)

15 **C. Failure to Complete Trial Service Period after Promotion:**

16 When a regular employee is promoted outside the bargaining unit and
17 does not complete the trial service period for that classification, they shall be reinstated
18 to a position within the Parole/Probation classification per Article 13, Section 8. The
19 employee will be placed at the same step in the old range that they would have been
20 on but for the promotion. The step increase date for wage increases will revert to the
21 step increase date in effect prior to the promotion.

22 **5. Reporting to Work Outside of Regularly Scheduled Hours:**

23 **A. Reporting After Hours/Scheduled Day Off:** Any employee who returns
24 to work at the direction of management outside their regularly scheduled working hours
25 or on a scheduled day off, shall have a minimum of four (4) hours added to their time
26 worked for purposes of determining overtime.

27 **B. Receiving Work Telephone Calls After Hours:**

28 **1.** Employees receiving after hours work calls or text messages may
29 respond, but are not required to do so.

30 **2.** Any employee who is called or sent a text message after work
31 hours to respond to an emergency call that requires the employee to make a custody

1 decision, and where the employee is not required to report to a work site, shall have
2 one (1) hour added to their total time worked for purposes of determining overtime in
3 accordance with Section 6 below. Multiple calls less than twenty (20) minutes between
4 the end of the 1st and beginning of the 2nd (or more) calls will be considered one (1)
5 call.

6 **3.** Prior management approval is required to conduct case
7 management after work hours and while off duty. This type of call will be compensated
8 minute for minute with a minimum of fifteen (15) minutes per call. Multiple calls less
9 than twenty (20) minutes between the end of the 1st and the beginning of the 2nd (or
10 more) will be considered one call.

11 **4.** This provision does not apply to telephone calls or text messages
12 regarding work scheduling and/or worksite directions which will be compensated
13 minute for minute in accordance with Section 6 below.

14 **6. Overtime and Comp time:**

15 **A.** Employees covered by this Agreement will be compensated for overtime
16 based on hours worked in excess of a tour of duty as provided under Section 7(K) of
17 the Fair Labor Standards Act (FLSA). A tour of duty for purposes of this provision shall
18 consist of eighty-four (84) hours worked in a fourteen (14) consecutive-day work
19 period, or such other tour of duty as may be established by the County within the
20 options provided under Section 7(K).

21 **B.** Employees are scheduled to work forty (40) hours per week. If an
22 employee works more than their tour of duty in a week, it must be due to an emergent
23 situation, such as for recognizance calls, or with supervisor approval.

24 **C.** The time worked over eighty (80) but less than eighty-four (84) hours in
25 an employee's tour of duty shall be taken hour for hour as (1) flex-time off to be
26 scheduled by mutual agreement between the employee and supervisor during the tour
27 of duty, (2) paid at straight time, or (3) with supervisor approval may be granted as
28 compensatory time off in lieu of pay (also at the straight time rate). Flex-time not taken
29 during the tour of duty will be paid for at straight time as of the applicable pay date.
30 Overtime for time worked in excess of an employee's tour of duty will be calculated at

1 the rate of time and one-half and will be taken or paid for as determined under section
2 B. Paid leave counts as hours worked.

3 **D.** Except in emergency situations, all work performed in excess of the
4 specified tour of duty must be authorized in advance by the supervisor. Emergency
5 overtime work must be reported to the supervisor within two (2) of the employee's work
6 days of its occurrence. An employee who works overtime in excess of their tour of duty
7 shall be granted compensatory time off in lieu of overtime pay, at the employee's option
8 and with supervisory approval. Compensatory time shall be taken as scheduling
9 permits and with the approval of the supervisor. Nothing in this article will be construed
10 to modify the basic workweek schedule, an employee's obligation to account for their
11 time, or the role of the supervisor in approving work outside an employee's basic daily
12 or weekly work schedule.

13 **E.** The maximum allowable accumulation of compensatory time off shall be
14 eighty (80) hours.

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

17 **7. Temporary Work in a Higher Classification:**

18 **A. Work Out of Class:**

19 **1. Definition:** An employee works out of class when they are
20 assigned in writing by a supervisor to assume the major distinguishing duties of a
21 position in a higher classification and/or to replace another employee in a higher
22 classification, and to perform a majority of the principal duties of that classification.

23 **2. Compensation for Work Out of Class:**

24 An employee working out of class will be compensated according
25 to the Personnel Rules governing promotions to non-bargaining unit positions. Note
26 that if the employee's pay range and the higher range overlap, the policy generally
27 provides for an increase of approximately five percent (5%).

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

29 **a.** When an employee works in a higher classification during
30 all hours worked in an FLSA work period or longer period of time, the employee will be

1 paid the out of class rate for all hours in pay status on days in which they are on leave
2 for less than half a shift.

3 **b.** An employee using leave while working out of class will be
4 paid at their regular rate of pay for all hours in pay status on days in which they worked
5 half or less of their scheduled hours.

6 **c,** The employee will pay Federation dues or such alternatives
7 as are provided by Article 3 – Federation and Security, and will continue to be
8 represented by the Federation in Accordance with Article 2 – Recognition.

9 **B. Temporary Appointments:**

10 When management anticipates that an employee will be performing the
11 principal duties of a higher classification for a period of more than thirty (30) calendar
12 days, the employee may be given a temporary appointment to a position in the higher
13 classification.

14 **1. Appointment to a higher classification:**

15 Written verification of the temporary appointment will be placed in
16 the employee’s personnel file, and the employee will be notified of the appointment in
17 writing. The following provisions will apply:

18 **a.** The employee’s salary will be set according to the
19 Personnel Rules governing promotions to non-bargaining unit positions;

20 **b.** If the position is FLSA exempt, the employee is not eligible
21 to receive overtime pay, shift differential, or other forms of pay not available to
22 permanent employees in the higher classification;

23 **c.** The employee’s health and welfare benefits plan will not
24 change;

25 **d.** The employee’s accrual (including maximum accrual rates)
26 and use of paid leave will be governed by the rules applying to regular employees in
27 the higher classification;

28 **e.** The employee has the right to return to their bargaining unit
29 position at the end of the appointment without loss of seniority; and

1 f. The employee will pay Federation dues or such alternatives
2 as are provided by Article 3 – Federation Security, and will continue to be represented
3 by the Federation in accordance with Article 2 – Recognition.

4 g. If an employee is appointed to a non-sworn, or out of
5 department position, they are responsible for maintaining both department and DPSST
6 training requirements.

7 **8. Trainer Premium:**

8 A differential of five percent (5%) over base rate will be paid to employees
9 designated by management as Parole Training Officer. A differential of three percent
10 (3%) over base rate will be paid to employees designated by management as Survival
11 Skills Instructor, or other trainer designation. The differential specified in this paragraph
12 8 will be paid for each designation. Management reserves the right to designate
13 trainers, determine qualifications, and remove the designation with ten (10) calendar
14 days' notice.

15 **9. Involuntary On-Call:**

16 A. Employees shall receive one (1) hour of pay or compensatory time off
17 subject to Section 6 B at the regular straight time rate for each eight (8) hours of
18 assigned on-call duty. Employees who are assigned on-call duty for less than eight (8)
19 hours shall be paid on a pro-rated basis at full hour increments.

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

24 C. No employee is eligible for premium pay compensation while on-call duty
25 except as expressly stated in this article. On-call duty time shall not be counted as time
26 worked in the computation of overtime hours. An employee shall not be on-call duty
27 once they actually commences performing assigned duties and receives appropriate
28 rate of pay for time worked.

29 **10. Deferred Compensation Plan:** Subject to applicable federal regulations, the
30 County agrees to provide a deferred compensation plan that provides for payment at
31 a future date for services currently rendered by the eligible employee.

1 **11. Overpayments and Payments in Violation of Contract:**

2 **A.** Any employee receiving unauthorized payments has the obligation to call
3 such error to the attention of their supervisor as soon as the overpayment is known.
4 The County will make every effort to recover such over payments, by payroll deduction
5 over a reasonable period of time as determined by the Labor Relations Manager.
6 Where an error occurs which results in a negative impact on the employee, upon
7 notification by the employee, and verification by the payroll division, payment in
8 correction of the error shall be made in the employee's paycheck for the current pay
9 period.

10 **B.** When an employee receives payments due to a clerical, technical, or
11 computer error, through no fault of the employee, and where the employee did not and
12 could not reasonably have known that the error occurred, the employee will only be
13 liable for and the County shall only recover the overpayment for a period of one-
14 hundred and eighty (180) days preceding the date of discovery of the error.

15 **12. Waiver of State Overtime Requirements:**

16 To the extent allowable by law, the provisions of this Article and other provisions
17 of this Agreement constitute an express waiver of ORS 653.268. Copies of the above
18 cited statutes are available upon employee request to the Labor Relations Section.

19 **13. Bilingual Pay:**

20 A differential of four percent (4%) over base rate will be paid to employees who
21 have been directed by the County to translate to and from English to another language
22 (including the use of sign language). The proficiency level for interpretation and
23 translation skills will be assigned by management.

24 **14. Longevity**

25 **A.** Employees who have completed ten (10) years of County service shall
26 receive an additional hourly longevity incentive payment of one percent (1.0%) of the
27 applicable base hourly wage set forth in Addendum A.

28 **B.** Employees who have completed fifteen (15) years of County service
29 shall receive an additional hourly longevity incentive payment of one and a half percent
30 (1.5%) of the applicable base hourly wage set forth in Addendum A.

1 **C.** Employees who have completed twenty (20) years of County service
2 shall receive an additional hourly longevity incentive payment of two percent (2%) of
3 the applicable base hourly wage set forth in Addendum A.

4 **D.** No other categories of premium or incentive pay shall be compounded
5 on top of longevity pay. Nor shall longevity pay be compounded on top of any other
6 premium or incentive pay.

7 **15. Auto Allowance:**

8 **A. Payment:**

9 Payment for mileage under this Agreement shall be made on a monthly
10 basis, provided the employee has accumulated twenty dollars (\$20) of mileage. No
11 commuting mileage shall be paid by the County under the terms of "Section B" through
12 "Section D" below. In no event will payment be made later than the end of the fiscal
13 year.

14 **B. Incidental Use:**

15 An employee who does not drive an automobile as a condition of
16 employment shall be reimbursed at the maximum rate per mile approved by the IRS
17 as a nontaxable expense reimbursement without documentation (which will hereinafter
18 be referred to as "the IRS rate") for miles driven at the requirement of the County.

19 **C. Condition of Employment Use:**

20 **1. Designation:**

21 The County reserves the right under Article 4, Management
22 Rights, to determine the method of transportation for employees during working hours
23 and may discontinue or add the requirement for employees occupying certain positions
24 to utilize an automobile as a condition of employment provided the employees and
25 Federation are notified in writing ten (10) days in advance of the change.

26 **2. Payment:**

27 An employee who is required to use their personal automobile as
28 a condition of employment shall be paid at the IRS rate and shall also receive a base
29 reimbursement of fifty dollars (\$50.00) per month, twenty-five dollars (\$25.00) per
30 month for part-time employees. To qualify for this reimbursement employees must be
31 assigned to work in the field and to use their personal transportation. In no event,

1 however, shall the aforementioned base payment be made in a month in which an
2 employee drives no miles as a condition of employment.

3 **D. Payment Rules for Alterations in Work Site:**

4 **1. Temporary reporting place:**

5 Whenever an employee is temporarily required to report to work at
6 any location more distant from their home than their regular place of reporting, the
7 employee shall be paid for the use of their personal transportation at the rate provided
8 in "Section B" or "Section C" above as appropriate for additional miles traveled. This
9 provision will not apply when there is a change in an employee's regular reporting
10 location as determined by management with ten (10) calendar days written notice to
11 the affected employees and the Federation. In instances in which an employee has
12 no regular reporting place, the County will designate one (1) work site as a "regular
13 place of reporting" for purposes of mileage reimbursement.

14 **2. Secondary reporting place:**

15 Whenever an employee reports to their regular place of reporting
16 and is required to use their personal transportation to report for work at another
17 location, the employee shall be paid for the additional miles traveled to and from the
18 secondary reporting place in accordance with "Section B" or "Section C" above as
19 appropriate. The time involved in traveling from the regular reporting place to and from
20 the secondary reporting place to the regular reporting place shall be considered time
21 worked for pay purposes.

22 **E. Incidental Parking:**

23 Subject to procedural regulation or supervisory direction as to time, place
24 and circumstances of use, when employees on a non-commuter basis are required to
25 use their automobile for driving into downtown Portland or elsewhere where parking is
26 charged, employees shall be reimbursed for such parking charges.

27 **F. Tri-Met Pass:**

28 **1. Statement of Purpose:**

29 For the purposes of encouraging employees to use mass transit
30 as part of the County's ride reduction program under the Oregon Department of
31 Environmental Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well

1 as part of the County's commitment to limiting traffic congestion and promoting clean
2 air, effective July 2004, each employee shall be eligible to receive a Tri-Met pass
3 entirely subsidized by the County for the employee's personal use while employed by
4 the County. Employees' pass will be inactivated upon their termination of County
5 employment.

6 **2. Scope of Subsidy:**

7 The County will provide a one hundred percent (100%) subsidy
8 for employee Tri-Met Universal Bus Pass. However, the County may require that the
9 employee pay a percentage if the County's subsidy exceeds the IRS standard for a de
10 minimis employee benefit. It will be the employee's responsibility to request the
11 necessary pass from the Employee Benefits Office. Instructions for obtaining the pass
12 is available on the Benefits new employee page through Workday. This program is
13 offered only by Tri-Met. C-Tran will honor the Tri-Met Universal Bus Pass on all C-Tran
14 regular routes (C-Tran Express routes are excluded).

15 **3. Procedural Requirements:**

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

ARTICLE 12
WORKERS' COMPENSATION

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4 **1. Coverage:**

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

7 **2. Seniority:**

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

15 **B.** If an employee is transferred to another classification because of a
16 compensable injury, such transfer must be agreed to, in writing, by the affected
17 employee, FOPPO, and the County. In such event the employee's status shall be
18 governed exclusively by applicable state statutes related to re-employment and non-
19 discrimination.

20 **C.** If an injured employee has been released by their attending physician to
21 return to the job at injury, they will be reinstated to that position if eligible under the
22 provisions of ORS 659A.043, or its successor; provided that such reinstatement shall
23 not violate the seniority rights, as contained elsewhere in this Agreement, of any other
24 employee.

25 **3. Probationary Employees:**

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

29 **4. Supplemental Benefits:**

30 The County shall supplement the amount of Workers' Compensation benefits
31 received by the employee for temporary disability due to occupational injury, illness or

1 disease by an amount which, coupled with Workers' Compensation payments, will
2 insure the disabled employee the equivalent of one hundred percent (100%) of their
3 semi- monthly net take-home pay (as calculated in accordance with Workers'
4 Compensation regulations) subject to the following conditions:

5 **A.** Supplemental benefits shall only be payable for those days an employee
6 is receiving time loss benefits pursuant to Oregon workers' compensation law.
7 Supplemental benefits shall be paid for no more than twelve (12) months of the
8 employee's regular working hours. Such payments shall not be chargeable to accrued
9 sick leave.

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

12 **C.** To the extent not compensated by Workers' Compensation benefits, the
13 day following the first (1st) day of occupational disability and the next succeeding day
14 shall be compensated subject to the provisions of Article 8-Sick Leave, Section 5.C
15 (Sequencing of Leaves) if such days would have been work days.

16 **5. Denied Claims:**

17 **A.** If a Workers' Compensation claim is denied, the employee's absence
18 from work due to illness or injury shall, to the extent not compensated as Workers'
19 Compensation time loss, be subject to the provisions of Article 8 Sick Leave.

20 **B.** If a Workers' Compensation claim which has been denied is later held
21 compensable upon appeal, any compensable time loss benefits previously paid out as
22 leaves shall be reimbursed to the County by the employee and the employee's leave
23 accounts credited with an equivalent number of days.

24 **C.** If an employee's Workers' Compensation claim is under appeal, and they
25 are no longer entitled to medical/dental coverage under Article 10, Health and Welfare,
26 they will be entitled to continued coverage under federal COBRA law. The duration of
27 such coverage will be for the duration permitted by law, provided that the employee
28 continues to be eligible and pays the premiums as required.

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

1 1. Reimbursement of any premiums paid to the County for
2 medical/dental benefits, and

3 2. Any supplemental benefits not paid in accordance with the next
4 section.

5 **6. Benefits:**

6 **A.** The County shall continue to provide medical and dental benefits for an
7 employee with a compensable claim and their dependent(s) from the first (1st) day of
8 occupational disability, subject to the limitations of Article 10, Health and Welfare, if
9 any, for a period of one (1) year or such longer period as may be required by law.

10 **B.** The County shall continue to make retirement contributions, based upon
11 the appropriate percentage of the gross dollar amount of supplemental benefits paid,
12 throughout the period that the employee receives such benefits.

ARTICLE 13
SENIORITY AND LAYOFF

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4 **1. Definitions:**

5 **A. Layoff:**

6 A reduction in force for reasons of lack of funds, lack of work, efficiency
7 or reorganization. Reductions in force are identified by position within the Parole and
8 Probation classification represented in this agreement.

9 **B. Bumping:**

10 The displacement of a trial service employee or the least senior regular
11 employee by another regular employee with more seniority within the classification of
12 Parole and Probation Officer.

13 **C. Classification Previously Held:**

14 A classification or its equivalent in which the employee gained regular
15 status and for which they continue to be qualified.

16 **2. Seniority:**

17 Seniority within the Parole and Probation Officer classification for time served
18 prior to July 1, 2004, shall be in accordance with the list given to the Federation by the
19 County during prior negotiations. Seniority for time served subsequent to July 1, 2004,
20 shall be in accordance with the following rules.

21 **A. Determined as Follows:**

22 **1.** Total length of continuous service within the job classification of
23 Parole and Probation Officer. If a tie occurs, then

24 **2.** The total length of continuous service with the County. If a tie
25 occurs, then

26 **3.** Filing date of the application, if available, for the Parole and
27 Probation Officer classification; if a tie occurs or if the filing dates of the applications
28 are not available, then

29 **4.** It shall be broken by lot in a manner determined by Central Labor
30 Relations.

31 **B. Computation of Seniority:**

- 1 1. Part-time work within the classification will count on a full time
2 basis.
- 3 2. Time on authorized leave with pay shall be counted.
- 4 3. Time spent on a non-FMLA/OFLA leave of absence without pay
5 that exceeds thirty (30) days will not count
- 6 4. Time spent on layoff will not be counted.
- 7 5. Service is broken for purposes of this Article by discharge,
8 voluntary quit, or successfully completing either the transfer trial service period or
9 promotional trial service to another classification position outside the bargaining unit,
10 unless such transfer was by reason of layoff and the employee remains on the recall
11 list, or pursuant to "Section 4" of this Article.
- 12 6. Temporary time before regular status appointment to the Parole
13 and Probation Officer classification that is continuous and contiguous will count.
- 14 7. Employees who are returned to their previously held position as a
15 Parole and Probation Officer because of failure to complete a promotional trial service
16 period will have their seniority calculated as if they were on leave without pay.

17 **3. Layoff:**

18 **A. Federation Notice:**

19 In the event of an anticipated layoff, the County shall provide FOPPO
20 written notice at least eight (8) weeks in prior to the layoff.

21 **B. Reassignment of Regular Employees During a Layoff:**

22 Layoffs will be identified by position, location and unit within the
23 department. Parole and Probation Officers holding positions that are to be discontinued
24 will be subject to the following in order of seniority (except as limited by Article 13.3.E.
25 and the County's agreements with other bargaining units):

26 1. Reassignment to a vacancy in the Parole and Probation Officer
27 classification; if no such vacancy exists, then

28 2. Reassignment to a position occupied by a trial service Parole and
29 Probation Officer; if there is no trial service employee to bump, then

30 3. Bump the least senior Parole and Probation Officer or, if the
31 employee does not have enough seniority then

1 4. Reassignment to a position in a classification previously held at
2 the employee's current level or demotion to a position in a classification previously
3 held, then

4 5. Change in status between full-time and part-time, then

5 6. Layoff.

6 **C. Non-Regular Employees During a Layoff:**

7 1. Within the classification of Parole and Probation Officer,
8 temporary, trial service, and other employees who do not have classified status and
9 who are occupying budgeted positions will be terminated before employees with
10 regular status are affected by layoff. Employees without regular status who are
11 terminated will not be placed on recall lists and do not have bumping rights.

12 2. An employee who has not completed a trial service period
13 following promotion to a classified position and is affected by layoff shall be returned
14 to the position previously held as permitted by other bargaining agreements.

15 3. Trial service employees terminated or demoted in accordance
16 with "Subsection 1" and "Subsection 2" of this Article will be placed on the
17 reinstatement list for one (1) year from the date of their termination or demotion. At
18 management's option, they may be reinstated to the Parole and Probation Officer
19 classification if there are no regular employees who are on a recall list for that
20 classification. Trial service employees who are reinstated will be treated as if they have
21 been on a leave of absence from the classification for purposes of computing seniority
22 and length of trial service period.

23 4. Employees will not be placed in a classification with a higher
24 maximum salary except by normal promotion procedures.

25 **D. Freezing of Vacancies:**

26 To ensure that data about vacancies and employee work assignments
27 are reliable and that bumping options are accurate, the Department may freeze all
28 personnel transactions as determined appropriate beginning up to eight (8) weeks prior
29 to the date a layoff is implemented and ending the day immediately following the
30 effective date of the layoff.

31 **E. Layoff Processing for Employees on a Leave of Absence**

1 **1. Employees on Leave of Absence without Pay:**

2 **a. Employee notification:**

3 Employees who are on a leave of absence without pay
4 which is scheduled to continue after the layoff effective date and who is expected by
5 the County to be affected by an upcoming layoff process will be notified in writing and
6 given an option to return from leave.

7 **b. Use of positions during the layoff process:**

8 If no response is received by the County within five (5)
9 days of written notification, or if the employee declines to return from leave of absence,
10 or if the employee is unable to return from leave of absence, the position from which
11 the employee is on leave of absence will be treated as a vacant position during the
12 layoff process and will be available to be filled by another employee who is affected by
13 the layoff process, according to the provisions of this article.

14 **2. Return from Leave:**

15 **a.** After a layoff process affecting the employee's
16 classification has occurred, employees who are on Leave will return to the position
17 formerly held unless it has been eliminated from the budget or someone more senior
18 had a bump right to the position, in which case the returning employee will exercise
19 their bumping rights in accordance with this article.

20 **b.** If there is an employee occupying a position that an
21 employee returning from leave holds, the employee occupying the position will be
22 reassigned according to this article unless that employee would have otherwise had
23 the right to bump into the position.

24 **F. The Bumping Process:**

25 **1.** Vacancies that are created and approved by the Board of County
26 Commissioners to be effective the day following the layoff date shall be treated as
27 vacancies available during a layoff process.

28 **2.** Reassignment of employees to vacant positions and
29 reassignment (bumping in) to positions occupied by the least senior employee(s), if
30 available, shall be chosen by the employee whose position is eliminated, in order of
31 seniority.

1 **3.** If bumping is necessary, trial service and then the least senior
2 employee in the Parole and Probation Officer classification will be bumped.

3 **4.** If demotion is necessary, employees will be demoted to the
4 classification previously held that results in the least reduction in pay and as permitted
5 by other bargaining agreements; if the reduction in pay is equal, employees will be
6 demoted to the position that affords the greatest seniority.

7 **5.** Full-time employees will be reassigned only to full-time positions
8 and part-time employees will be reassigned only to part-time positions, unless
9 reassignment to the other status is the only available option other than layoff. If an
10 employee bumps into a position that has an existing job share agreement, the
11 employee must agree to the terms of the job share agreement.

12 **6.** Shift assignment will not have an effect on the layoff process.

13 **7.** Employees who are reassigned to a position pursuant to these
14 provisions and do not accept that position will be deemed to have resigned.

15 **8.** Employees may not be reassigned to positions under this article
16 unless qualified to perform the duties of that position. Employees may be denied rights
17 otherwise available under these provisions only if they lack knowledge, skills or abilities
18 required for the position that are not easily learned on the job within ninety (90) days.

19 **4. Notice and Recall List:**

20 **A.** Employees who are subject to reassignment, demotion, or layoff
21 pursuant to the provisions of this article shall receive a notice in writing at least fifteen
22 (15) calendar days prior to such action. The notice shall state the reason for the action
23 and shall further state that the action does not reflect discredit on the employee. The
24 Federation will be provided a copy of the notice.

25 **B.** Employees who are laid off, demoted, or reassigned to a lateral
26 classification and/or reassigned between full-time and part-time status will be placed
27 on the recall lists, according to seniority. Employees will be placed on all the recall lists
28 that meet the criteria below.

29 **1.** Employees who are laid off, reassigned to a lateral classification,
30 or demoted will be placed on the recall list for the Parole and Probation Officer

1 classification and previously held classifications as permitted by other bargaining
2 agreements.

3 **2.** Employees who are reassigned from full-time to part-time will be
4 placed on the list for recall to full-time assignment.

5 **3.** Employees who are reassigned from part-time to full-time will be
6 placed on the list for recall to part-time assignment.

7 **C.** Employees who are laterally reassigned to a Parole and Probation
8 Officer positions, resign, or elect to retire will not be placed on recall lists.

9 **D.** Employees will remain on a recall list for twenty-four (24) months from
10 the date of placement on the list. Within that time period, employees will be removed
11 from the recall list only under the following circumstances:

12 **1.** Upon written request of the employee; or

13 **2.** Upon their retirement; or

14 **3.** Upon acceptance of recall to a regular status position from the list;

15 or

16 **4.** Upon declining an offer of recall to a regular status position; or

17 **5.** Upon the employee's failure to respond to a certified letter sent to
18 the employee's last known address within fourteen (14) days of mailing; or

19 **6.** Disciplinary termination for cause.

20 **E.** Employees who are laid off and are on recall list(s) and return to a regular
21 status position at the County will be treated as if they have been on a leave of absence
22 without pay for the purpose of computing seniority.

23 **5. Recall:**

24 Employees on a recall list will be certified in order of seniority, before applicants
25 who qualify through examination. Employees on a recall list shall be offered
26 appointment to vacancies, in order of seniority.

27 **6. Seniority Application:**

28 The above terms for determination of seniority shall apply not only to the layoff
29 process, but also to other situations in which seniority is applied, including total service
30 for the purpose of vacation accrual rates. For purposes of vacation bidding, the
31 employee's original date of hire with the County pursuant to "Section 2.B" of this Article,

1 shall be used to determine vacation selection in accordance with Article 7, Vacation
2 Leave, "Section 3". Seniority determinations shall have no application to retirement
3 matters. The County agrees to make available to the Federation upon request copies
4 of any personnel list the County maintains regarding seniority or classification changes.

5 **7. Posting Process:**

6 **A. Seniority List Posting:**

7 Lists showing seniority within the County and seniority within
8 classification shall be provided to the Federation and posted on the intranet on a
9 monthly basis or anytime an employee or employees are notified that their position(s)
10 is being eliminated.

11 **B. Seniority List Appeal Process:**

12 **1.** Employees who have concerns about the calculation of their
13 seniority shall notify Central Human Resources with a copy to the Federation. If an
14 employee's concerns remain unresolved, the Federation may file a formal written
15 grievance at Step 3 of the grievance procedure within thirty (30) days of their initial
16 consultation with Central Human Resources. If no grievance is filed within that time,
17 the seniority calculation is deemed correct.

18 **2.** A grievance may be filed only with respect to seniority accrued
19 since seniority calculations that have been accrued since the effective date of the
20 previous contract. For example, in the 2021-2024 contract, employees may only file
21 grievances over seniority that has been accrued since July 1, 2017 contract, which is
22 the effective date of the 2017-2020 contract.

23 **3.** Seniority dates will be frozen during the bumping/layoff process
24 as of May 1st of each year that there are budget reductions in the Parole and
25 Probation Officer classification. Seniority appeals will resume after the effective layoff
26 date.

27 **8. Seniority of and Bumping by Non-Bargaining Unit Employees and Other**
28 **Bargaining Units:**

29 **A.** The only non-bargaining unit employees, confidential employees or
30 members of other bargaining units, who may bump into the bargaining unit are those
31 who are in the Classified service, are currently employed within the Department of

1 Community Justice without a break in service, and who have previously been a “regular
2 employee” of the Bargaining Unit. For purposes of this section, the “Bargaining Unit”
3 includes “regular employees” of prior Multnomah County Parole and Probation
4 bargaining units, including AFSCME Local 88 and FOPPO.

5 **B.** Only time served in the bargaining unit shall apply for bumping purposes.
6 Seniority will be calculated using continuous bargaining unit seniority only.

7 **C.** An employee with prior bargaining unit status who has been out of the
8 bargaining unit for more than three (3) years may not bump an existing bargaining
9 member into layoff status. A prior member with over three (3) years out of the unit may,
10 upon satisfying Subsection A and B above, only fill a vacant position. Employees
11 returning to the bargaining unit within three (3) years will be treated as if they have
12 been on a leave of absence without pay for the purpose of computing seniority.

13 **9. Special Provisions to Save Employees from Layoff:**

14 **A.** It is recognized by the parties that employees who are to be laid off or
15 involuntarily demoted because of their seniority face difficult circumstances in being
16 placed in alternative employment within the County. Any such employee who is placed
17 in a classification not previously held shall be subject to a trial service period of one
18 hundred twenty (120) days to demonstrate their ability to perform or fulfill the
19 requirements of the new classification. Employees who, in the opinion of the County,
20 are unsuccessful during this one hundred twenty (120) day trial service period will be
21 removed from their new classification and placed on the recall list.

22 **B.** Such employees shall continue to be eligible for placement under the
23 provisions of this section as long as management is exploring alternative employment
24 opportunities for affected employees.

ARTICLE 14
HOURS OF WORK

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2
3
4 **1. Scheduling:**

5 **A.** The parties agree that employees in the bargaining unit may work
6 irregular hours in the performance of their duties. The official workweek for scheduling
7 purposes shall consist of a seven (7)-day period, beginning at 12:01 a.m. each
8 Saturday. The normal workweek for Full-Time employees is forty (40) hours, falling
9 within the seven (7)-day period.

10 **B.** Generally, employees working less than forty (40) hours per week will be
11 scheduled to work no more than five (5) days a week, and at least two (2) of their days
12 off must be consecutive.

13 **C.** Consistent with the best interest of providing adequate and effective
14 service and operating requirements, as determined by the County:

15 **1.** Each Parole and Probation Officer, upon request and approval of
16 their supervisors, shall establish a work schedule that is responsive to the demands of
17 their job. All hours worked shall be at the flat rate, on an hour for hour basis, regardless
18 of the starting time, day worked, or length of the work day, except as indicated in
19 "Article 11, Section 5." Split work weeks, varied starting and ending time for shifts, and
20 split shifts shall be permitted.

21 **2.** Variations of each employee's established work schedule shall be
22 approved by the supervisor.

23 **2. Posting of Work Schedules:** Work schedules showing work days and hours
24 of work will be posted on bulletin boards or otherwise made accessible to employees
25 at all times. Management may change work schedules with ten (10) calendar days'
26 written notice to affected employees, and with less notice in the following
27 circumstances:

28 **A.** Such notice is voluntarily waived in writing by the employee(s)

29 **B.** For the duration of an emergency as determined by either the Board of
30 County Commissioners (BCC) or the Department.

31 **3. Right to Compensation for Regularly Scheduled Hours:**

1 An employee who reports to work as scheduled and is excused from duty for
2 lack of work, or is specifically directed by their supervisor or manager not to report to
3 work, will be paid at their regular rate for the hours they were scheduled to work.

4 **4. Changing Scheduled Days of Work and Days Off:**

5 **A. Voluntary Changes:** Changes of work days and days off will be
6 considered voluntary if they occur at the employee's request.

7 **B. Involuntary Changes:**

8 1. Changes of work days and days off will be considered involuntary
9 if they occur at the discretion or direction of management. Management will make
10 every reasonable attempt to ensure that employees are able to work sufficient hours
11 in the pay period in which the change occurs so that employees receive a regular
12 paycheck.

13 2. If the employee works more hours than their regularly scheduled
14 hours, the employee may work the hours to be paid at straight time, flex the hours
15 during the same tour of duty period, or bank the hours as compensatory time at the
16 straight time rate.

17 **5. Scheduling the Work Day:**

18 **A. Normal Work Day:**

19 **1. Employees working forty (40) hours a week:**

20 a. Employees working forty (40) hours per week on a
21 schedule agreed upon between the employee and supervisor as provided in Section
22 1.A above shall receive breaks and meal periods described in this section. Employees
23 on a continuous duty schedule per "Section C.3" below shall work consecutive hours
24 per day including the meal period.

25 **2. Employees working less than forty (40) hours a week:**

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

30 **The terms for Section B (Breaks) to Section C (Meal Periods) below are set**
31 **forth in a Memorandum of Agreement (MOA) dated April 9, 2021, and unless the**

1 parties mutually agree otherwise, the MOA will expire on June 30, 2024 after
2 which time the language will revert back to the stricken language below.

3 ~~**B. Breaks:** Breaks provided for in this section will be on paid time for
4 employees who are not on a continuous duty schedule.~~

5 ~~1. **During the normal work day**~~

6 ~~a. **Employees working six (6) or more hours a day:**~~

7 ~~Employees scheduled to work six (6) or more hours a day are entitled to a fifteen (15)
8 minute break during the first (1st) half of the work day, and another during the second
9 (2nd) half, provided that the break in the second (2nd) half of the work day is required
10 only if the employee is scheduled to work more than two (2) hours after the previous
11 break or meal period. Breaks for employees scheduled to work eight (8) or ten (10)
12 hours in a day will be scheduled at the middle of each half of the work day whenever
13 practicable.~~

14 ~~b. **Employees working fewer than six (6) hours a day:**~~

15 ~~Employees scheduled to work fewer than six (6) hours a day are
16 entitled to one (1) fifteen (15)-minute break to be scheduled by management.~~

17 ~~2. **While on a continuous duty schedule:** Breaks for employees~~

18 ~~on a continuous duty schedule are covered in "Section C.3" below.~~

19 ~~**C. Meal Periods: Non-continuous Duty Schedule:**~~

20 ~~1. **Entitlement to a meal period:** The work schedules of employees~~

21 ~~working more than six (6) hours in a work day will include a meal period. An employee
22 who has worked eight (8) or more hours in a work day and who works two (2) hours
23 beyond their regular quitting time is entitled to a second (2nd) meal period.~~

24 ~~2. **Unpaid meal periods:** Meal periods are on unpaid time unless~~

25 ~~the provisions of Subsection 3 below apply.~~

26 ~~a. **Length of the meal period:** Employees will be scheduled~~

27 ~~for a thirty (30)-minute meal period unless they request and management approves a
28 one (1)-hour meal period. Management may rescind approval for a one (1)-hour meal
29 period, subject to the provisions for changing work schedules in "Section 1" above.~~

30 ~~b. **Scheduling:** The meal period for employees working eight~~

31 ~~(8) or more hours will be scheduled in the middle of the work day whenever practicable.~~

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

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

15 ~~————— Employees who are designated as Officer of the Day may be deemed to be on~~
16 ~~a continuous duty schedule for that day. If the Officer of the Day is unable to schedule~~
17 ~~a duty-free lunch period, they may, with supervisory approval, flex that time within the~~
18 ~~tour of duty period. This is not subject to the notice requirements addressed above.~~

19 **D. Clean-Up Time:**

20 Employees, upon leaving work, shall be granted not more than a fifteen
21 (15) minute personal clean-up time prior to the end of each shift. The County shall
22 provide the required facilities for the employee's clean-up time. Neither party to this
23 Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early
24 time".

25 **6. Uniform Time Charging Provisions:**

26 **A. Rounding Rule:** Time charged for all leaves and compensation for time
27 worked under the terms of this Agreement shall be subject to rounding to the nearest
28 quarter (1/4) of an hour in accordance with the following rules: 0 - 7 minutes rounds to
29 0 hours. 8 - 15 minutes rounds to a quarter (1/4) hour.

30 **B. Applications:**

1 **1. Lateness:** Employees who are less than eight (8) minutes late
2 are not required to make up the missed minutes and shall be paid for a full shift without
3 charge to a leave account. Employees who are more than eight (8) minutes late may
4 be charged paid leave for time late or may be allowed to flex time at the manager's
5 discretion. Being late to work may subject the employee to discipline up to and
6 including dismissal.

7 **2. Working over:**
8 An employee who works over less than eight (8) minutes shall not
9 be compensated. An employee who works eight (8) to fifteen (15) minutes or more
10 over and contiguous to their regularly scheduled work day shall be compensated in
11 one quarter (1/4) of an hour increments at the appropriate rate of pay in accordance
12 with Article 11.

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

16 **4. Work day:**
17 The above provisions shall not be construed as a right for
18 management to extend the end of the working day beyond the normally scheduled
19 ending time.

ARTICLE 15

DISCIPLINE AND DISCHARGE

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4 **1. General Principles:**

5 Disciplinary action will only be imposed for just cause. Progressive disciplinary
6 action shall be employed, provided that the severity of the offenses may warrant the
7 imposition of disciplinary action at any stage of progressive discipline, including
8 termination. Disciplinary action shall be subject to the grievance process, except as
9 noted below, upon the filing of a written grievance at Step 1 within ten (10) working
10 days of such action.

11 **2. Corrective Action:**

12 Coaching and counseling are used for behavior or performance modification,
13 are not considered disciplinary in nature and are not subject to the grievance
14 procedure.

15 **3. Disciplinary Action:** Disciplinary action shall include only the following:

16 **A. Oral Reprimands:**

17 An oral reprimand which is intended to serve as a warning that if behavior
18 or performance is not modified more severe discipline may result, and the employee is
19 so notified, shall be considered disciplinary in nature, may be the basis for further
20 disciplinary action and may be subject to the grievance procedure at Step 1 only.

21 **B. Written Reprimands:**

22 A written reprimand shall be made a part of an employee's personnel file
23 for all purposes. No written reprimands will be placed into the employee's personnel
24 file unless the employee has signed the document acknowledging receipt. If an
25 employee refuses to sign and acknowledge receipt of the document, the supervisor
26 shall note that on the document prior to submitting it to the employee's personnel file.
27 In this case, a notice shall also be sent to the Federation.

28 Written reprimands are subject to the grievance procedure up to Step 2. In the
29 absence of filing a grievance, employees may attach written responses to written
30 reprimands by submitting such response within five (5) working days.

1 **C. Suspension Without Pay:** Suspension is a commonly used form of
2 discipline when oral and written warnings have not achieved the desired results;
3 however, it may be used sooner, when, in the Employer's judgment, the employee's
4 misconduct is of such severity progressive discipline is not warranted. Suspension
5 without pay shall not exceed fifteen (15) days unless the result of a grievance
6 settlement, an agreement with the Federation, or an arbitrator's award.

7 **D. Demotion/Reduction in Pay:**

8 Demotion to a lower classification, or a reduction in pay, at the
9 Employer's option, may be used as a form of discipline when other corrective measures
10 have been used and/or the County believes the severity of the issue is such that
11 progressive discipline is not warranted or does not warrant discharge. Demotion to a
12 lower classification and reduction in pay are optional forms of discipline to be imposed
13 primarily in performance related disciplinary action.

14 **E. Dismissal:**

15 The parties jointly recognize that the professional truthfulness, honesty,
16 and integrity of Parole and Probation Officers are essential to effective performance.
17 Consequently, the County may dismiss Parole and Probation Officers, for just cause
18 which includes but is not limited to, in general, misconduct, inefficiency, incompetence,
19 insubordination, or failing to fulfill responsibilities as an employee, and specifically, for
20 stealing, untruthfulness in the line of duty, willful falsification of forms or other official
21 documents, willful omission of material fact, personal possession or use of an illegal
22 controlled substance, and legal convictions which would interfere with an employee's
23 ability to perform as a Probation and Parole Officer

24 **4. Disciplinary Notice:**

25 When the department determines that disciplinary action is appropriate, the
26 employee shall be given written notice thereof with a copy to the Federation. The notice
27 shall include:

28 **A.** A statement of conduct in question, inadequate performance or other
29 cause for discipline, and

30 **B.** A statement of the disciplinary action to be taken.

31 **5. Pre-Discipline Notice:**

1 When the department believes just cause for suspension, demotion or dismissal
2 exists, the department shall give the affected employee and the Federation written
3 notice containing:

4 **A.** A statement of alleged improper conduct, inadequate performance, or
5 other cause for discipline; and

6 **B.** A statement that suspension, demotion or dismissal is being considered
7 as a possible sanction to the stated alleged improper conduct, inadequate
8 performance, or other cause; and

9 **C.** A statement of the time [a minimum of five (5) scheduled workdays] within
10 which the employee may choose to respond to the statement of cause and the
11 statement of discipline under consideration.

12 **6. Administration of Discipline:**

13 Discipline shall be administered in a manner which will not unduly embarrass
14 the employee, consistent with the circumstances involved.

15 **7. Personnel Records and Information:**

16 An employee or their representative, with the written consent of the employee,
17 may inspect that employee's personnel file, or any other file maintained by the County.
18 Upon written request, an employee or their authorized representative will be given a
19 copy of all materials in the employee's personnel file.

20 **8. Removal of File Materials:**

21 Employees may request and have removed from their personnel file any letter
22 of reprimand which is more than two (2) years old. Oral reprimands will not be
23 memorialized in writing and will not be placed into an employee's file. A single letter of
24 discipline more severe than a letter of reprimand which is more than five (5) years old
25 will be removed from an employee's personnel file upon their request. If there is more
26 than one (1) letter imposing discipline which is more severe than a letter of reprimand,
27 none of the letter may be removed until the most recent letter is more than five (5)
28 years old. At that time, it and all previous discipline letters will be removed from the
29 employees file upon request.

30 **9. Investigatory Procedures:**

1 When an employee is under investigation by the County regarding allegations
2 of misconduct which, if proven, could reasonably lead to discipline, the employee shall
3 be afforded the following safeguards:

4 **A.** The employee and the Federation will be informed that an investigation is
5 commencing, unless the employee is under investigation for violation of the Controlled
6 Substance Act, or violations which are punishable as felonies or misdemeanors under
7 law, or if doing so would jeopardize either the criminal or administrative investigation.

8 **B.** Any interview of an employee shall occur when the employee is on duty,
9 unless the County reasonably believes that the seriousness of the investigation
10 dictates otherwise. If such interview does occur during the employee's off-duty time,
11 the employee shall be compensated for such off-duty time in accordance with the
12 provisions of this Agreement.

13 **C.** All interviews shall take place at Department facilities, or elsewhere if
14 mutually agreed, unless an emergency exists which requires the interview to be
15 conducted elsewhere.

16 **D.** Unless release of such information would otherwise compromise the
17 investigation, the employee under investigation shall be informed, in writing, at least
18 forty-eight (48) hours prior to the commencement of the interview that they have a
19 right to have Federation representation during the interview, the names of the
20 interviewer and all other persons to be present during the interview, and the specific
21 allegations which form the basis for the investigation and provided information
22 necessary to reasonably apprise them of the facts upon which the allegations are
23 based. If the employee opts for Federation representation, the Federation
24 representative shall not be a subject of the same investigation as the employee being
25 interviewed.

26 **E.** The employee's right to have a Federation representative present at the
27 interview shall not unreasonably delay the conducting of the interview.

28 **F.** Interviews shall be limited in scope to activities, circumstances, events,
29 conduct or acts which pertain to the incident or incidents which are the subject of the
30 investigation. Nothing in this section shall prohibit the County from questioning the
31 employee about information which is developed in the course of the interview.

1 **G.** No promise or reward shall be made as an inducement to answering any
2 question. The employee may not be subject to intimidation or abusive language in the
3 course of the interview.

4 **H.** The interview session shall be for a reasonable period taking into
5 consideration the gravity and complexity of the issue being investigated. The employee
6 shall be entitled to such reasonable intermissions as may be required for personal
7 necessities.

8 **I.** The County may record, either by tape or digitally, the interview. A copy of
9 the complete interview shall be furnished by the County to the employee and/or the
10 Federation upon request. If the County elects to have a stenographic record made of
11 the interview, a copy will be provided to the employee and/or the Federation upon
12 request. The County's recording shall be considered the official record of the interview.
13 The Federation may also record the interview.

14 **J.** Nothing in this section shall preclude the County from ordering an employee
15 to cooperate with other agencies involved in criminal investigations. If the employee
16 fails to comply with such directive, they may be subject to discipline.

17 **K.** Investigations shall be completed without unreasonable delay, in view of
18 circumstances confronted in the investigation.

ARTICLE 16
SETTLEMENT OF DISPUTES

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4 **1. Scope of Grievance Procedure:**

5 **A.** A grievance shall be defined as, a dispute in the meaning, application or
6 interpretation of this Agreement and shall be settled in the following manner.

7 **B.** Once a grievance, as defined herein, is filed under Section 2A of this
8 Article, the Federation shall have exclusive jurisdiction with respect to the processing
9 of such grievance. A decision in good faith by the Federation not to proceed to the next
10 step in the grievance procedure or to arbitration shall be final and binding on all parties,
11 including the grievant. If the County files a grievance, it shall be filed in accordance
12 with the County grievance procedure outlined in Section 4 of this Article.

13 **C.** Employees shall be assured freedom from reprisal for use of the
14 grievance procedure.

15 **D.** A chief steward will be assigned by the Federation. The chief steward will
16 assign stewards to specific work areas. A steward may not process a grievance in any
17 other work area than the one to which they are assigned unless approved to do so by
18 the Federation chief steward. The names of the stewards and other Federation
19 representatives who may represent employees will be provided in writing to the County
20 by the Federation.

21 **E.** Employees meeting with stewards to process a grievance and stewards
22 conducting investigatory interviews will be permitted to do so without loss of pay during
23 working hours. All efforts will be made to avoid disruptions and interruptions of work.

24 **2. Grievance Procedure:**

25 Should an employee believe that their rights under a specific provision of this
26 Agreement have been violated, the matter shall be reported by the employee to their
27 supervisor, within ten (10) working days of the date the employee knew or reasonably
28 should have known of the occurrence giving rise to the grievance. If the grievance is
29 against the employee's direct supervisor, the employee may elect to file the grievance
30 with the District Manager. The parties will attempt to resolve complaints informally prior
31 to filing a formal grievance.

1 **A. Step 1:** If not resolved informally on this basis between the employee
2 and supervisor, the employee, together with their Federation representative, shall
3 within ten (10) working days of the date of the informal meeting, submit the matter, in
4 writing, to the employee's immediate supervisor and to the Personnel Division. The
5 written grievance shall include:

- 6 1. The name and position of the employee.
- 7 2. The date of the circumstances giving rise to the grievance.
- 8 3. A clear and concise statement of the grievance including the
9 relevant facts necessary to reach a full and objective understanding of the employee's
10 position.
- 11 4. The specific provision or provisions of this Agreement alleged to
12 have been violated.
- 13 5. The remedy or relief sought by the employee.
- 14 6. Name of the employee or the FOPPO representative submitting
15 the grievance.

16 Within ten (10) working days after receipt of such report, the immediate
17 supervisor shall attempt to resolve the matter and submit their answer in writing, to the
18 employee and their Federation representative.

19 **B. Step 2:** If the grievance has not been settled, it may be presented in
20 writing by the Federation representative to the department head within ten (10) working
21 days after the supervisor's response is due. The department head or their designee
22 shall respond to the Federation representative in writing within ten (10) working days.

23 **C. Step 3:** If the grievance has not been settled, it may be presented in
24 writing by the Federation representative to Labor Relations within ten (10) working days
25 from the date of such response.

26 **D. Step 4:** If the grievance still remains unresolved, the Federation may
27 submit the matter in writing to binding arbitration but must do so within ten (10) working
28 days following receipt of Labor Relations' response.

29 **3. Arbitration:**

30 **A.** Within ten (10) working days after notice has been given, the Federation
31 shall request the State Employment Relations Board to provide a panel of nine (9)

1 Oregon/Washington arbitrators. A flip of the coin shall determine which party shall
2 strike first. The parties shall each alternately strike two (2) names. The remaining name
3 on the list shall be the arbitrator. The power of the arbitrator shall be limited to
4 interpreting this Agreement and determining if the specific alleged violation occurred
5 and to resolve the grievance within the terms of this Agreement.

6 **B.** The decision of the arbitrator shall be binding on both parties; however,
7 they shall have no power to alter, modify, amend, add to or detract from the terms of
8 this Agreement. The arbitrator's decision shall be within the scope and terms of the
9 agreement and in writing. Any decision of the arbitrator may provide retroactivity not
10 exceeding sixty (60) days prior to the date the grievance was first filed, and it shall
11 state the effective date of the award.

12 **C.** The arbitrator's fee and expenses shall be paid by the losing party. Each
13 party shall be responsible for compensating its own representatives and witnesses. If,
14 in the opinion of the arbitrator, neither party can be considered the losing party, then
15 such expenses shall be apportioned as, in the arbitrator's judgment is equitable. All
16 other expenses shall be borne exclusively by the party requiring the service or item for
17 which payment is to be made.

18 **D.** If the arbitrator is faced with a question of arbitrability at the arbitration
19 hearing, then the arbitrator shall be obligated to first hear arguments and evidence and
20 decide that question. If the arbitrator affirmatively decides the question of arbitrability
21 in favor of arbitration, then the arbitrator may hear arguments and evidence on the
22 merits of the grievance. If requested by either the Federation or the County, the
23 hearings for a question of arbitrability shall be held separately from any hearing on the
24 merits of the grievance. The decision(s) of the arbitrator shall be binding on both parties
25 to this Agreement.

26 **E.** Upon mutual agreement, in writing by the Federation and the County at
27 the conclusion of the evidentiary portion of the arbitration, the parties may agree to oral
28 closing arguments in lieu of written closing briefs.

29 **F.** If the parties mutually agree to oral closing arguments, the parties may
30 also mutually agree in writing to have the arbitrator issue an oral bench decision. The
31 oral bench decision shall be recorded and transcribed by the parties as the formal

1 record of the arbitration. The arbitrator shall issue the oral bench decision within two
2 (2) hours of the conclusion of the arbitration hearing unless extended by mutual
3 agreement of the parties.

4 **4. County Grievances:**

5 When the County has a grievance, it shall be deemed the moving party and
6 shall present its grievance in writing to the Federation. The parties will each then
7 promptly appoint two (2) persons to serve as a Board of Adjustment to consider the
8 grievance of the County and resolve the dispute. If the Board of Adjustment is unable
9 to resolve the dispute within fifteen (15) working days of the notification to the
10 Federation, then the County may request arbitration under Section 3 of this Article by
11 written notice to the Federation. A County grievance may be terminated at any time
12 upon receipt of a signed statement from the County that the matter has been resolved.

13 **5. Time limits:**

14 Failure on the part of the respondent to reply in accordance with the time limits
15 specified in this Article shall allow the moving party, if it so chooses, to move the
16 grievance to the next step of the grievance procedure. Failure on the part of the moving
17 party to process grievances within the time limits at any step in accordance with the
18 provisions of this Article shall constitute a waiver of the grievance. The time limits and
19 procedures specified in this Article may be extended or waived by written mutual
20 agreement of the parties. An employee or Federation grievance may be terminated at
21 any time upon receipt of a signed statement from the Federation that the matter has
22 been resolved.

23 **6. Unfair Labor Practices:**

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

ARTICLE 17

WORKLOAD / TRAINING / PERFORMANCE EVALUATION

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4 **1. Workloads and Standards:**

5 It is the County's right to establish the workload for employees. In addressing
6 the assigned workload, the employee's supervisor may establish reasonable job
7 performance standards. Such standards shall be posted, or individually stated, to each
8 affected employee, in order to assure advance comprehension and understanding of
9 performance requirements. No employee shall be subject to disciplinary action for
10 failure to meet standards of performance unless such employee has been fully advised
11 of such expected performance standards, in advance of the work period in question.

12 **2. Employee Development and Training:**

13 **A. Mandatory Training:**

14 1. Any time an employee is specifically required by management to
15 participate in any development and training it shall be considered time worked for pay
16 purposes, and all tuition, texts, training materials, and other expenses incident to such
17 employee's participation shall be assumed by the county.

18 2. When a mandatory training requires that an employee complete
19 additional work outside of scheduled training hours, the employee shall be paid in
20 accordance with Article 11, Section 6 for time worked.

21 3. The department may not involuntarily require an employee to flex
22 their regularly scheduled hours when mandatory training causes the employee's hours
23 worked to exceed Article 11, Section 6 for purposes of overtime.

24 **B. Non-Mandatory Training:**

25 The County may subsidize an employee's participation in non-mandatory
26 training or education based on relevance to the employee's job. The subsidy may be
27 made in the form of a partial or total reimbursement for expenses and/or time off with
28 pay for part or all of the time required to attend.

29 **C. Travel and Training**

1 **1. One Day Assignments:** When an employee is authorized to
2 attend a training that is over thirty (30) miles away from their regular reporting location,
3 the time spent traveling to the training is paid travel time.

4 **2. Overnight Travel:** All time an employee spending traveling
5 during their normal work hours is compensated even if it on their day of rest. Non-work
6 hours are not compensated, unless the employee is the driver of a vehicle or is actively
7 engaged in doing work tasks. Passengers, regardless of the mode of travel, are
8 compensated only for travel time during their normal work hours if they are actively
9 engaged in doing work tasks.

10 **D. DPPST Reporting of Training Hours:** The County will comply with all
11 DPSST employer training reporting requirements. Employees are required to report to
12 DPSST training hours that are not sponsored or verified by the County.

13 **3. Performance Evaluation:**

14 **A.** The County shall implement and maintain a performance evaluation
15 process involving members of the bargaining unit.

16 **B.** Employees shall have the right to attach a response to any evaluations
17 prior to being placed in their personnel file. No evaluations will be placed in an
18 employee's personnel file unless that employee has been provided an opportunity to
19 review and sign the evaluation and to acknowledge the receipt of a copy of the
20 evaluation. Where an employee refuses to sign their evaluation, the supervisor may
21 sign a statement indicating the date and time a copy of the evaluation was provided to
22 the employee.

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

25 **D.** Employee and supervisor signatures may be electronic.

26 **E.** Upon request, an employee may request where their various
27 performance records are stored that are outside of their personnel file.

ARTICLE 18
GENERAL PROVISIONS

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4 **1. No Discrimination**

5 **A. Contractually Prohibited Discrimination**

6 1. The provisions of this Agreement shall be applied equally to all
7 employees in the bargaining unit without discrimination as to age, marital status, race,
8 color, sex, creed, religion, national origin, sexual orientation, political affiliation, gender
9 identity, source of income or family status. It is further agreed that there will be no
10 discrimination against a person with a disability unless bona fide job related reasons
11 exist as provided by the Americans with Disabilities Act and rules promulgated under
12 its terms.

13 2. The Federation shall share equally with the County the
14 responsibility for applying the provisions of the Agreement; provided that this
15 responsibility shall be limited to those matters under the Federation's influence or
16 control, including but not limited to the behavior of shop stewards and the contents of
17 Federation bulletin boards.

18 **B. Legally Prohibited Discrimination and County Complaint**
19 **Procedure:**

20 The County will maintain a complaint procedure for allegations of
21 discrimination in violation of law.

22 **2. No Prejudicial Harassment**

23 **A. Prejudicial Acts Prohibited:** The County and the Federation shall not
24 condone and/or tolerate prejudicial remarks, actions, slurs, and jokes directed at, or
25 expressed that are offensive to persons with disabilities, or are based on race, religious
26 preferences, sexual orientation, gender identity, national origin, familial status or
27 source of income.

28 **B. Sexual Harassment Prohibited:** No employee(s) shall be subjected to
29 un-welcomed sexual advances, requests for sexual favors, or any form of verbal or
30 physical conduct of a sexual nature that is offensive, hostile or intimidating that
31 interferes with the work performance of such employee(s).

1 **3. Federation Member Rights:**

2 The County agrees not to interfere with the rights of employees to become
3 members of the Federation, and there shall be no discrimination, interference,
4 restraint, or coercion by the County, or any County representative, against any
5 employee because of Federation membership or because of any employee activity in
6 an official capacity on behalf of the Federation, or for any other cause. Nothing in this
7 section shall be construed to limit the county's right to effectively and efficiently run the
8 County's operations.

9 **A. Access to Workers:**

10 Authorized representatives of the Federation may visit the work locations
11 of employees covered by this Agreement at reasonable times, provided such
12 visitations do not interfere with the work of the employees.

13 **B. Federation Negotiators:**

14 Employees selected by the Federation to act as Federation
15 representatives for the purpose of negotiating amendments or modifications to this
16 Agreement shall be known as the Federation of Oregon Parole and Probation Officers
17 Negotiating Committee. The names of employees so designated shall be certified in
18 writing to the County by the Federation. All negotiation meetings with the County shall
19 be held during working hours and without loss of pay for a maximum of six (6) Parole
20 and Probation Officers.

21 **C. Federation Business:**

22 Elected officers and negotiators will be allowed a reasonable amount of
23 work hours to handle labor relations matters. This will include that time necessary to
24 attend Labor-Management meetings when scheduled by mutual agreement.

25 **D. Communication with Members:**

26 **1. Bulletin Boards:** The County agrees to provide suitable bulletin
27 boards and allow convenient places within each work area for purposes of
28 communication with Federation members. The Federation shall limit its postings of
29 notices and bulletins to such boards. All postings by the Federation shall be dated by
30 the Federation posting member.

1 **2. Electronic Mail and Internet Connections:** County computers
2 may be used for Federation business involving E-Mail or Internet connections when
3 such use is de minimis and incidental, such as arranging a meeting with a fellow shop
4 steward or Council representative. Computer use may be further used for the purpose
5 of conducting an investigation of a grievance, interacting with the County's
6 Representatives concerning Federation-County Business, on the employee's own
7 time, and to link to a Federation Internet site. The uses outlined may continue only to
8 the extent that they are at no additional cost to the County, and are contingent on the
9 continued use of the cited computers, Internet connection, or intranet connection for
10 other County purposes. The content of any and all communications using the County
11 computer system is not privileged and may be subject to County review.

12 **3. New Employee Orientation:**

13 The President or designee shall be provided a total of up to one
14 (1) hour per quarter, without loss of pay, to meet the newly hired employee(s), to
15 discuss the Federation and this Agreement The Federation will provide advance notice
16 to managers of each of the employee meetings and each employee will accurately
17 record and code their time spent in such meetings. The County will provide the
18 Federation with a list of new member hires each month.

19 **4. Rules:**

20 County personnel rules affecting Federation members will be submitted to the
21 Federation for review 30 days prior to their adoption. The personnel rules shall be
22 subject to discussion with the Federation before becoming effective. Changes made in
23 mandatory subjects addressed in the rules shall be made in accordance with the Public
24 Employees Collective Bargaining Act (PECBA). The County agrees to make available
25 to each employee in the bargaining unit a copy of all existing work rules and to provide
26 a copy of new rules before their effective date, when possible. New employees shall
27 be provided a copy of the rules at the time of hire.

28 **5. Changes in Existing Conditions:**

29 A Policy Revision Committee shall be established to discuss and review
30 proposed changes to Department of Community Justice policies that directly affect
31 members of the Federation. The Federation shall appoint two (2) members to the

1 Committee to attend meetings held by the Policy Revision Committee without loss of
2 pay. The appointees shall be authorized to speak on behalf of the Federation and to
3 bind the Federation. If both the Federation appointees agree to any policy change, the
4 County shall have no further obligation to bargain the proposed changes with the
5 Federation. In the event the Federation appointees do not agree and the matter
6 involves a mandatory subject of bargaining or the impact of a mandatory subject of
7 bargaining under the PECBA, the County and the Federation agree to bargain in
8 accordance with the PECBA. Nothing in this Agreement prevents the County from
9 implementing permissive subjects of bargaining that do not impact a mandatory subject
10 without bargaining. The County's agreement to discuss potentially permissive subjects
11 does not render the matter a mandatory subject of bargaining nor does it compel either
12 party to make concessions. Either party to this agreement may dissolve this committee
13 for any reason at any time with two weeks' notice. If the committee is dissolved, work
14 rules shall be processed in accordance with Section 4. above.

15 **6. Loss of Personal Property**

16 **A. Procedure for Advancing Claims:** Employees who suffer a loss of
17 personal property on County premises shall be provided a claims form by the Risk
18 Management Division upon request. Premises, for this purpose, are defined as County
19 facilities and vehicles. The Risk Management Division shall provide the requesting
20 employee with a determination in writing by the County of the legal liability the County
21 may have in the matter. The County will pay claims for which it determines it has legal
22 liability.

23 **B. Exclusion of Personal Vehicles:** Unless authorized for County
24 business, personal vehicles are expressly excluded from this provision. Loss or
25 damage to employees' personal vehicles are the sole responsibility of the employee.

26 **7. Labor Management Committee:**

27 The parties agree to the principles of labor management cooperation in order to
28 promote harmonious relations and provide internal communications. The committee
29 will determine the schedule and frequency of meeting. Federation members to the
30 Labor Management Committee will be released with pay to attend meetings. These
31 meetings will not take the place of collective bargaining nor will they result in decisions

1 about matters that are mandatory subjects of bargaining.

2 **8. Public Records Requests:**

3 Within three (3) business days of receipt by the Department of a public records
4 request related to an employee, the Department shall provide notification of such
5 request to the affected employee. The Department will also provide a summary of the
6 information released, and at the employee's option, the Department will provide a copy
7 of the information released.

ARTICLE 19
SAFETY AND HEALTH

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4 **1. Facility Standards Maintenance:**

5 The County agrees to abide by and maintain in its facilities and work operation
6 standards of safety and health in accordance with the State of Oregon Safe
7 Employment Act.

8 **2. Safe Place of Employment:**

9 It is the responsibility of the County to make every reasonable effort to provide
10 and maintain a safe place of employment. It is the responsibility of all employees to
11 practice safe working habits and to report any observed unsafe conditions immediately.
12 The employee will report any personally observed unsafe practice or conditions to the
13 immediate supervisor. The Labor Management Committee shall seek to resolve any
14 differences in interpretation or practice as to what constitutes an unsafe practice or
15 condition.

16 **3. Individual First Aid Kits (IFAK), Trauma Kits, and Automated External**
17 **Defibrillators (AED):**

18 As recommended by Risk Management, the County shall provide first aid kits,
19 IFAKs, Trauma Kits, and AEDs in sufficient quantity to serve the employees at each
20 work location. All kits shall be managed and maintained by the county and shall be
21 inspected in accordance with industry standards and manufacture specifications.
22 Employees shall be responsible for ongoing notification to their chain of command
23 regarding any malfunctioning and depletion of items in kits that need to be replaced
24 and their supervisor shall be responsible to complete a RSK-2 form.

25 **4. Personal Protective Equipment (PPE):**

26 **A. Protective Clothing:** If any employee is required to wear protective
27 clothing, such protective clothing shall be furnished to the employee by the County.
28 The initial cost of purchase and tailoring will be paid by the County.

29 **B. Safety Equipment:** Body armor will be provided to all field Officers and
30 replaced by the County per manufacturer's warranty.

1 **C. Medically Required Personal Protective Equipment:**

2 The County is not obligated to purchase or supply non-specialty
3 prescription safety eyewear and other items as identified in OAR 437-002-0134
4 Subsections (4)(b)-(e), however, upon an employee's request and subject to prior
5 supervisor approval, the County may in its discretion reimburse an employee up to
6 one-hundred fifty dollars (\$150) biennially for prescription safety glasses that meets
7 the ANSI Z87.1 standard.

8 **5. Vehicles:**

9 Each vehicle which is provided for use by Parole and Probation Officers shall
10 be properly maintained in a safe and serviceable condition. Each vehicle will have in it
11 a first aid kit, IFKA or higher Trauma Kit, AED as recommended by Risk Management,
12 as well as road flares, a fire extinguisher, two blood borne pathogen kits and jumper
13 cables or jump starter. All kits shall be managed and maintained by the county and
14 shall be inspected in accordance with industry standards and manufacture
15 specifications. Employees shall be responsible for ongoing notification to their chain of
16 command regarding any malfunctioning and depletion of items in kits that need to be
17 replaced and their supervisor shall be responsible to complete a RSK-2 form.

18 **6. Firearms:**

19 Employees may carry their Department issued firearm with badge visible, while
20 in a DCJ field office or other location as designated by the Assistant Director and not
21 engaged in active field work without all of their other safety equipment. The Department
22 shall designate the required holsters for concealed and unconcealed carry, whether in
23 the office or the field. Employees may carry their firearm unconcealed in the field while
24 wearing all required duty gear including apparel clearly marked "Parole Officer" on the
25 back with the department badge clearly displayed. The County will provide safe and
26 secure storage for firearms at the employee's assigned work location.

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ARTICLE 21
USE OF FORCE

The Federation President or designee will appoint two (2) members to actively participate on any use of force review board convened by the County. The member appointed shall participate without loss of pay.

1 purposes of Section 414(h)(2) of the Internal Revenue Code and any related federal
2 or state tax policies.

3 **4.** Sick Leave in Application to Final Average Salary (PERS): In
4 accordance with the terms and limitations of ORS 238.350, one half (1/2) of the
5 accumulated unused sick leave with pay will be applied to final average salary for the
6 purpose of pension benefit determination.

7 **2. Retiree Medical Insurance:**

8 **A. Definitions:** For purposes of this section, a "retiree" refers to a person
9 who retired from the County on or after the execution date of this Agreement and, at
10 the time of retirement, occupied a position covered by this bargaining unit. For
11 purposes of this section, a "member" refers to an active employee(s) in a position
12 covered by this Agreement.

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

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

23 **D. Retiree Responsibilities:** The retiree shall be responsible for promptly
24 notifying the Benefits Administrator, in writing, of any changes in the retiree's current
25 address and of any changes in retiree or dependent eligibility for coverage.

26 **E. Eligibility for County Payment of One Half of Premium:** The following
27 terms related to benefit payments, service, and age requirements shall also apply:

28 **1. Payment at fifty (50):** If retiree is fifty (50) years old and has
29 thirty (30) years of continuous County service, the County shall pay one-half (1/2) of
30 the monthly medical insurance premium on behalf of the retiree and their eligible

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

3 **2. Payment at fifty-eight (58):** The County shall pay one-half
4 (1/2) of the monthly medical insurance premium on behalf of the retiree and their
5 eligible dependents from the retiree's fifty-eighth (58th) birthday or date of retirement,
6 whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for
7 Medicare, whichever is earlier, if the retiree had:

8 **a.** Five (5) years of continuous County service immediately
9 preceding retirement at or after age fifty-eight (58) years, or

10 **b.** Ten (10) years of continuous County service immediately
11 preceding retirement prior to age fifty-eight (58) years, or

12 **c.** Ten (10) years of continuous County service immediately
13 preceding disability retirement regardless of age.

14 **3. Grandfathering Provision:**

15 In addition to the above eligibility requirements, employees who
16 are members of the Federation as of July 1, 2021 will also be eligible for the
17 following:

18 **a.** The County shall pay one-half (1/2) of the monthly
19 medical insurance premium on behalf of a retiree and their eligible dependents from
20 the retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the
21 retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is
22 earlier, if the employee had:

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

30 **ii.** Ten (10) years of continuous County service
31 immediately preceding retirement in the event of disability retirement.

1 **F. Eligibility for Medicare:** Actual application for Medicare shall not be
2 required for a finding that a retiree is "eligible for Medicare" under "Subsection E" of
3 this section.

4 **G. Part-Time Prorating:** Part-time service in a regular budgeted position
5 shall be pro-rated as half for purposes of the service requirements under "Subsection
6 E" of this section. (For example, part-time service for two (2) months would equal one
7 (1) month toward the applicable service requirement.)

8 **H. Requirement to Continuously Participate:**

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

16 **2.** A retiree who retires on or after ratification of this Agreement will
17 be allowed to leave coverage and opt back onto a County plan as a one-time
18 opportunity. To receive this benefit, the retiree must demonstrate continuous coverage
19 under another employer-sponsored group medical plan and must enroll within sixty
20 (60) calendar days of loss of coverage under the other group medical plan. The
21 effective date of coverage will be the first day of the month on or after receipt of all
22 enrollment forms.

23 **3.** Payments by retirees of their portion of the monthly premiums
24 under this section shall be timely if the retiree has directed PERS to regularly deduct
25 their portion of the monthly premium from their pension check and remit the proceeds
26 to the County's collection agent, or if the retiree has directed the County's collection
27 agent to invoice or electronically transfer funds (EFT) from their account. The Central
28 Human Resources Division shall inform the retiree at the time they sign up for
29 continued medical insurance coverage of the identity and address of the County's

1 collection agent and shall thereafter inform the retiree of any change in collection agent
2 at least forty-five (45) days prior to the effective date of such change.

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

ARTICLE 23

MODIFICATION OF WORK PERFORMED: CONTRACTING

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4 **1.** Unless mutually agreed, the County will not contract out or subcontract any work
5 now performed by employees covered by this Agreement when such would result in
6 layoff of any bargaining unit employee(s) and the County is unable to find suitable or
7 comparable alternate employment for the employee(s). However, this provision shall
8 not apply to contracting out or subcontracting work when such was anticipated and
9 considered as part of the budgeting process and when the Federation Representative
10 and/or President have been notified of the specific plan and its probable impact at least
11 thirty (30) days prior to adoption of the annual executive budget or formal Board
12 consideration of budget modifications.

13 **2.** The County agrees to meet with the Federation to discuss the effect of proposed
14 contracting out or subcontracting prior to the presentation of the proposal to the County
15 Chair or Board for formal Action.

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

1 **ARTICLE 24**

2 **SHIFT AND WORK ASSIGNMENT**

3
4 **1. Vacancy:** A vacancy shall exist when:

5 **A.** The employee assigned to a budgeted position abandons such position
6 because of transfer, promotion, or demotion to another position or County agency; or
7 upon voluntary or involuntary termination of County employment;

8 **B.** Additional budgeted positions are allocated;

9 **C.** Workload requirements necessitate reallocation of duties for a period in
10 excess of ninety (90) calendar days, for example, a training assignment or assignment
11 to another unit with a workload issue;

12 **D.** When an employee is on unpaid leave that will exceed ninety (90) days.

13 **2. Regular Employee Temporary Work Assignments:**

14 **A. One hundred eighty (180) Days or Less (Temporary Assignments)**
15 **& Employee Rotation Plans:**

16 **1.** Work assignments and employee rotation plans of one hundred
17 eighty calendar (180) days or less shall be solely at the discretion of management.
18 Following such a short-term assignment, the employee will be returned to their regular
19 assignment. Regular employees shall not be rotated more often than once in a twenty-
20 four (24) month period.

21 **2.** To further employee development or motivation, the County may
22 rotate employees in the same classification between job assignments within a work
23 unit or between work units, subject to the following limitations:

24 **a.** Any such rotation plan shall be posted ten calendar (10)
25 days in advance with a copy provided to the Federation.

26 **b.** The terms and criteria of the rotation plan shall apply to all
27 employees in the affected job classification within a work unit or work units.

28 **c.** The County shall have a plan to reasonably cover the
29 transferred employee's regular assignment.

30 **3. Regular Employee Shift/Work Assignment:** A regular vacancy is a vacancy
31 determined by management to be for a duration of over six (6) months. Whenever there

1 is one (1) or more work assignment within the same job classification within a work
2 unit, regular vacancies shall be filled in the following manner:

3 **A.** Management will provide employees a notice of such vacancy, the
4 person to contact, and the deadline for consideration.

5 **B.** The vacancy shall be filled by a regular employee on the basis of seniority
6 provided the employee is able to perform the work in question and has indicated their
7 preference in writing. Exceptions to seniority preference assignment may be made in
8 the following situations:

9 **1.** In regard to work assignment only, when a less senior employee
10 is substantially more qualified for the position in question. For purposes of this article,
11 the factors for consideration in assignment include, but are not limited to, the following.
12 However, even these factors will be evaluated on a case-by-case basis:

13 **a.** Employee must have successfully completed their trial
14 service period.

15 **b.** Employee is not on a work improvement plan or currently
16 subject to discipline.

17 **c.** Unique or particularly strong skills developed as a result of
18 previous experience, training, education, desire and interest.

19 **d.** Training history and/or certification that demonstrate a
20 willingness to participate in ongoing training in order to maintain proficiency and
21 expertise.

22 **e.** Required certification, such as CADC, Mental Health
23 licensure or Alcohol/Evaluation certification.

24 **f.** Knowledge of the issues related to the current offense(s),
25 including criminal history and behavior patterns that require a certain level of expertise
26 and a unique set of supervision skills.

27 **C.** A regular employee who has applied for, and accepted, a transfer within
28 the previous twelve (12) months is not eligible for transfer unless as determined by
29 management that extenuating circumstances dictate otherwise.

30 **D.** In the event no expression of preference exists for a shift or work
31 assignment, management may fill a vacancy with a trial service employee or the least

1 senior qualified regular employee in the work unit. Involuntary changes in shift
2 assignment shall require ten (10) calendar days advance written notice to the affected
3 employee.

4 **E.** When a new work assignment with substantially different duties is
5 created, it shall be posted for ten (10) calendar days to permit regular employees to
6 indicate their preference for the assignment.

7 **4. Trial Service Periods:**

8 Upon appointment to a new regular work assignment, including transfers, and
9 specifically including any lateral transfer to another classification, the employee will
10 serve a trial service period of one hundred and twenty (120) calendar days to
11 demonstrate their ability to fulfill the requirements of the assignment. If the employee
12 does not satisfactorily fulfill the requirements of the assignment, such employee will be
13 returned, first, to their previous work assignment, or if it is not available, to a vacant
14 position. Such determination of satisfactory performance within the one hundred and
15 twenty calendar (120) day trial service period will be made by management.

16 **5. Work Unit and Work Assignment Determination and Specification**

17 **A. Departmental Determination:**

18 The Department shall determine the work units and work assignment
19 structure of its organization and may change this determination from time to time to
20 reflect changes in the organization's structure and/or needs. For example, the
21 Department may choose to treat the entire Department as a work unit with the site
22 locations as work assignments. Whenever practicable, to ensure communication with
23 employees and discussion of the implementation process and/or of alternatives, the
24 Department will notify the Federation thirty (30) calendar days in advance of any
25 planned change in the determination of work units.

26 **B. Listing of Units:** In order to assist the Federation in enforcing the terms
27 of the Agreement both in this article as well as in others, the Department will provide
28 no later than April 1 of each year a comprehensive listing of all work units within the
29 Department.

30 **6. Designated Work Assignments**

1 **A.** The Department has the sole right to designate, undesignate and/or
2 modify Designated Work Assignment for the purposes of this Section (Article 24.6.).
3 The Department will maintain a list of Designated Work Assignments on the County
4 intranet (“MultCo Commons”). Designated Work Assignments are based on the
5 operational needs of the Department. The Department will provide thirty (30) calendar
6 days’ written notice to the Federation prior to any modification to the Designated Work
7 Assignments.

8 **B. Relocation of an Entire Designated Work Assignment From One**
9 **Geographic Location to Another.**

10 1. The Designated Work Assignment and location are identified. (For
11 example: all sex offender work assignments).

12 2. The impacted PPO(s) are identified. (For example: all PPOs currently
13 in the MTEA sex offender work assignments).

14 3. Available vacancies are frozen.

15 4. No volunteers are solicited because all of the Designated Work
16 Assignments are being moved from the geographic location.

17 5. Per Article 24, Section 5.A, impacted PPO(s) are given no less than
18 thirty (30) calendar working days of advanced notice of geographic location move.

19 6. Impacted PPO(s) are given preference in order of PPO seniority to
20 move into a frozen vacancy or move to the new geographic location with their current
21 work assignment.

22 7. Vacancies are unfrozen once the impacted PPO(s) have made their
23 decision(s).

24 8. The movement of PPOs and Designated Work Assignments is
25 implemented no less than thirty (30) calendar days following the initial written
26 notification.

27 9. If impacted employees elect to fill a frozen vacancy rather than move
28 with their work assignment, the relocated work assignments may be filled in
29 accordance with Article 24, Section 2 or Article 24, Section 3, above.

30 **C. Relocation of Part of a Designated Work Assignments from One**
31 **Geographic Location to Another.**

1 1. The Designated Work Assignment(s) and location are identified. (For
2 example, one out of three MTEA sex offender Designated work assignments are being
3 moved to MTSW).

4 2. The impacted PPO(s) are identified by the least senior PPO within the
5 Designated Work Assignment, within the impacted geographic location.

6 3. Available vacancies are frozen.

7 4. Volunteers are solicited within the effected Designated Work
8 Assignment (For example, volunteers are solicited from only the MTEA sex offender
9 PPOs).

10 5. Per Article 24, Section 5.A, above, impacted PPO(s) are given no less
11 than a thirty 30 calendar days' notice of geographic location move.

12 6. Impacted PPO(s) are given preference in order of PPO seniority to
13 move into a frozen vacancy or move to the new geographic location with their current
14 work assignment.

15 7. Vacancies are unfrozen once impacted PPO(s) have made their
16 decision(s).

17 8. The movement of PPOs and work assignments is implemented no
18 less than thirty (30) working days following the initial written notification.

19 9. If impacted employees elect to fill a frozen vacancy rather than move
20 with their Designated Work Assignment, the relocated work assignments may be filled
21 in accordance with Article 24.2 or Article 24.3, above.

22 **7. Trial Service Employee Assignment**

23 Trial Service employees are not subject to the shift and work assignment
24 provisions set forth in Sections 2 and 3 of this Article. Trial Service employees may be
25 assigned or reassigned at the County's discretion during the Trial Service period.

26 **8. Transfers for Safety:**

27 If the parties mutually agree that there is a safety concern with one or more
28 Federation members due to their work assignment, the parties will engage in
29 discussions on how to alleviate the safety concern. The parties may enter into
30 Memorandums of Exception to agree to terms that differ from contract language to
31 address the concern.

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ARTICLE 25
SAVINGS CLAUSE

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply to the specific Article, Section or portion thereof, directly specified in the decisions; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

ARTICLE 26
ENTIRE AGREEMENT

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This document constitutes the sole and complete agreement between the Federation and the County and embodies all the agreed to terms and conditions governing the employment of the employees in the negotiating unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to negotiation. Any prior written or unwritten commitment or agreement between the County and the Federation that is in conflict with this Agreement is hereby superseded by the terms of this agreement. Nothing in this Article shall preclude the parties during the term of this agreement from voluntarily entering into amendments to the Agreement; nor shall the Federation and the County Chair or their designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, Agreement or Exception concerning matters of contract administration.

ARTICLE 27
TERMINATION

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Except as provided herein, this Agreement shall become effective upon ratification or the date of the arbitrator's award, whichever is applicable, and shall remain in full force and effect until the 30th day of June 2024, and each year thereafter, unless either party shall notify the other in writing no later than March 1, that it desires to modify this Agreement. In the event notice to modify is given, negotiations shall begin no later than April 1. The contract shall remain in full force and effect during the period of negotiations and any Arbitration process.

1 **ADDENDUM B**

2 **LEAD WORKER ASSIGNMENT AND PAY**

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4 **1. Duties Defined:**

5 A Lead Worker assignment involves certain limited supervisory and
6 administrative duties which are deemed not to warrant a separate classification. These
7 duties include, but are not limited to: laying out the work for other employees, balancing
8 the work, directing the work, reviewing the work and employee conduct for adherence
9 to standards and rules, and making such reports as may be required to supervisory
10 employees. Lead Workers typically spend a substantial portion of their time in
11 performing the duties of the base classification. Normally, the employees directed by
12 a Lead Worker are in the same classification, but additional classifications are
13 sometimes involved. An employee assigned to be a Lead Worker will not impose or
14 effectively recommend (as that term is intended in Oregon law) formal discipline, i.e.
15 an oral reprimand or above. Lead Workers shall not issue any discipline. Lead Workers
16 shall not be present when discipline is issued. Lead Workers shall not prepare or issue
17 performance evaluations and any involvement of Lead Workers in performance
18 evaluation shall conform to the restrictions of Article 17, Section 3.

19 **2. Assignment, Selection, Modification, and Termination:**

20 Assignment and selection of Lead Workers shall be at the sole discretion of the
21 County. Lead worker assignments for over sixty (60) continuous days will be posted in
22 the affected designated work assignment or unit for no less than five (5) work days.
23 Employees in the designated work assignment or unit interested in the lead worker
24 assignment shall submit a letter of interest to the unit manager or Human Resources
25 and will be considered for the assignment through an interview process. An employee
26 assigned as a Lead Worker for six (6) months or more shall be given ten (10) calendar
27 days' notice prior to the termination of such an assignment unless the duration or end
28 date of the assignment was designated at the time the Lead Worker assignment was
29 made. Termination of the assignment shall be at the sole discretion of the County. A
30 copy of the termination notice will be simultaneously given to the Federation.
31 Significant modifications of Lead Worker duties deemed by the County to warrant a

1 modification in the amount of compensation shall also be with ten (10) day's notice,
2 with notice to the Federation of such change. All lead worker assignments will be
3 reviewed for continuation at least once every two (2) years.

4 **3. Pay:**

5 The Lead rate for the Probation / Parole Officer Classification shall be calculated
6 by increasing the base hourly pay rates by six and eight-tenths percent (6.8%)

ADDENDUM C
SENIORITY LISTING

FOPPO Seniority List**March 1, 2021**

<u>Seniority</u>			<u>Class</u>	<u>Countywide</u>
<u>Order</u>	<u>Emp.No.</u>	<u>Name</u>	<u>Seniority</u>	<u>Seniority</u>
1	3501	Cheryl Nelson	7/1/1991	7/1/1991
2	6700	Steven Padilla	1/2/1992	1/7/1990
3	3255	Russ Martin	2/27/1995	8/8/1990
4	1645	Dee Andersen	6/30/1995	6/10/1991
5	1487	Debbie Mitchell	1/27/1997	6/10/1995
6	1609	Dave Upton	1/5/1998	3/21/1995
7	4633	Lisa Mc Innis	2/2/1998	11/2/1994
8	3572	Heather Fowler	3/23/1998	9/20/1993
9	6605	Alan Trautwein	4/1/1998	7/12/1996
10	3637	Dane Warnke	6/1/1998	10/11/1993
11	5371	Chris Whitlow	6/22/1998	4/4/1994
12	4595	Tracey Madsen	7/20/1998	1/5/1998
13	1118	Jennifer Reiser	8/10/1998	5/8/1994
14	4088	Brenda Bunce	9/1/1998	9/1/1998
15	4484	Jill Hilliker	9/4/1998	11/15/1994
16	3493	Scott Nielsen	10/5/1998	3/7/1994
17	5845	Pamela Lewis	12/23/1998	7/10/1996
18	1015	Bill Jeffreys	5/24/2000	5/24/2000
19	6406	Marshall Friedman	7/24/2000	1/6/1998
20	935	Laurie Calderbank	8/14/2000	8/14/2000
21	395	Nate Roberts	10/2/2000	11/10/1994
22	7505	Jani McCord	2/1/2001	2/1/2001
23	7508	Thomas White	4/28/2001	4/28/2001
24	3525	Michele Smith	7/23/2001	12/24/1990
25	5819	Hiedi Lesh	9/12/2001	3/16/1998
26	7797	Tomasina Tavai- Porotesano	11/10/2001	8/19/2001
27	3561	Patrick Brasesco	11/27/2001	12/1/1996
28	8178	Brennan Mitchell	12/3/2001	12/3/2001
29	5746	Charles Adler	12/14/2001	12/14/2001
30	3702	Jodi Leahy	1/28/2002	2/4/1998
31	1372	Carmen Montano	10/26/2002	4/16/2000
32	4471	Joshua Sandberg	12/29/2002	11/3/1997
33	1468	Tiffany Nielsen	1/6/2003	7/20/1998
34	3619	Chelsea Fonua	8/17/2004	2/5/1999
35	5755	Brian Holt	12/1/2004	11/24/2003
36	6193	Leslie Dewar	12/15/2004	2/14/1999

<u>Seniority</u>			<u>Class</u>	<u>Countywide</u>
<u>Order</u>	<u>Emp.No.</u>	<u>Name</u>	<u>Seniority</u>	<u>Seniority</u>
38	1374	Kerrie Behrman	2/15/2005	2/15/2005
39	4706	Jolyn Gatto	9/26/2005	1/4/1999
40	7439	Kristina Radich	12/22/2005	9/15/2001
41	10582	Ian Clanton	3/20/2006	3/20/2006
42	1732	Thanh Vu	4/5/2006	10/30/1999
43	4942	Nadine Purington	4/12/2006	7/29/1998
44	11132	Gina Clanton	1/31/2007	1/31/2007
45	1874	Christi Winters	6/21/2007	12/24/1999
46	11398	Monika Rystwej	9/14/2007	9/14/2007
47	11566	Linda Wollstein	10/4/2007	10/4/2007
48	11731	Barbara Fletcher	1/16/2008	1/16/2008
49	8134	Jessica Harrison	2/4/2008	2/4/2008
50	10967	Jodell Wright	3/19/2008	3/19/2008
51	3219	Jay Burke	8/16/2008	11/15/1999
52	12257	Richard Campos	9/15/2008	9/15/2008
53	13596	Jocelyn Kline-Johnson	3/16/2011	3/16/2011
54	12402	Michelle Baglioni	3/16/2011	3/16/2011
55	13598	Cynthia Goyette	3/18/2011	3/18/2011
56	253	Patty Gebhardt	1/9/2012	4/6/1998
57	14072	Tiffany Hopwood	1/9/2012	1/9/2012
58	14045	Jennifer Brissenden	3/9/2012	3/9/2012
59	9110	David Main	11/20/2012	1/21/2009
60	14375	Tosha Vanderburg	11/24/2012	11/24/2012
61	12657	James Stevens	4/9/2013	9/7/2010
62	14887	Jamiel Brown	5/14/2013	5/14/2013
63	12471	Colleen Kim	6/3/2013	1/5/2009
64	14841	Ron Ramsey	6/30/2013	6/30/2013
65	15052	Rochelle Reed	7/15/2013	7/15/2013
66	15046	Andrew Skidmore	7/15/2013	7/15/2013
67	9227	Erik Zilz	8/19/2013	8/19/2013
68	7000	Kelly Johnson	9/25/2013	9/25/2013
69	15337	Flemming Greene	11/12/2013	11/12/2013
70	15377	Matthew Scott	12/2/2013	12/2/2013
71	15392	Harley Earl	12/10/2013	12/10/2013
72	15443	Jacob Skokan	1/13/2014	1/13/2014
73	15099	Kristin Casey	6/24/2014	8/12/2013
74	14379	Paula Fata	8/12/2014	8/12/2014
75	15928	Stephanie Allen	8/18/2014	8/18/2014
76	15927	Jeff Garvin	8/18/2014	8/18/2014
77	15984	Marilu Semph	9/5/2014	9/5/2014
78	1344	Paul Lively	9/5/2014	9/5/2014
79	15981	Matthew Baxter	9/5/2014	9/5/2014
80	15179	Anthony Angelo	10/6/2014	9/11/2013

ADDENDUM C, SENIORITY LISTING

<u>Seniority</u>			<u>Class</u>	<u>Countywide</u>
<u>Order</u>	<u>Emp.No.</u>	<u>Name</u>	<u>Seniority</u>	<u>Seniority</u>
82	4463	James Sandberg	10/20/2014	10/20/2014
83	16245	Colleen Kelly	12/1/2014	12/1/2014
84	15423	Joelle Smykowski	12/3/2014	1/3/2014
85	16387	Amy Kane	2/5/2015	2/5/2015
86	16388	Amie Kellogg	2/5/2015	2/5/2015
87	16920	Brie Murphy	8/31/2015	8/31/2015
88	17094	Laura Hastings	11/9/2015	11/9/2015
89	17090	Brandon Taylor	11/9/2015	11/9/2015
90	12489	Jennifer Combs	11/16/2015	7/7/2009
91	16730	Kevin Novinger	2/16/2016	2/16/2016
92	17431	Megan Enright	4/20/2016	4/20/2016
93	17354	Maria Randall	4/21/2016	4/21/2016
94	15044	Sanya Weber	7/1/2016	8/28/2014
95	17677	Trinity Monahan	7/25/2016	7/25/2016
96	16532	Joseph Wenhold	10/12/2016	4/13/2015
97	17943	Lea Beckwith	10/24/2016	10/24/2016
98	10346	Jamie Cruz	12/14/2016	9/6/2005
99	18059	Averyl Growden	1/3/2017	1/3/2017
100	18079	Alex Jones	1/13/2017	1/13/2017
101	18124	Vannak Kong	2/6/2017	2/6/2017
102	13665	Meghan Lee	5/1/2017	5/1/2017
103	7412	Linda Nguyen	8/16/2017	8/19/2013
104	14992	Ann Beckman	9/6/2017	9/6/2017
105	10044	Laura Vejar	2/26/2018	3/20/2005
106	15480	Rodney Sofich	2/26/2018	4/7/2014
107	17813	Kari Page	2/26/2018	11/28/2017
108	18843	Eileen Bailey	2/26/2018	2/26/2018
109	16227	Molly Seel	4/16/2018	4/16/2018
110	11889	Shryvonne McGee	10/17/2018	4/10/2008

ADDENDUM D
DRUG AND ALCOHOL POLICY

1
2
3
4 **1. Drug Free Workplace Act:**

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

9 **2. Holders of Commercial Drivers Licenses:**

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

14 **3. Alcohol and Drug Policy Work Rules and Discipline**

15 **A. Conduct Warranting Discipline**

16 1. While on duty, or on County premises, or operating County
17 vehicles, employees shall obey the work rules listed in "Section B" below. As with all
18 work rules, violations may result in discipline per the provisions of Article 17,
19 Disciplinary Action.

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

24 **B. Work Rules:**

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

27 **Employees shall:**

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

1 work place. The "work place" includes County vehicles and any other vehicle while
2 being used for County business.

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

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

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

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

12 **Employees shall:**

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

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

15 **3. Fitness for duty:**

16 **Employees shall:**

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

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

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

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

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

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

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

14 **4. Cooperation with Policy Administration**

15 **Employees shall:**

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

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

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

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

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

4 f. Disclose promptly (upon the next working day) and fully to
5 their supervisor:

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

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

14 **C. Levels of Discipline:**

15 1. The level of discipline imposed on trial service employees for
16 violation of the Alcohol and Drug Policy Work Rules above or other violations resulting
17 from the use of alcohol or drugs will be according to the provisions of Article 15,
18 Discipline and Discharge.

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

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

- 26 a. Carrying firearms,
- 27 b. Work in the criminal justice system,
- 28 c. Responsibility for public safety or the safety of co-workers,
- 29 d. Handling narcotics or other controlled substances,
- 30 e. Handling hazardous equipment or materials,
- 31 f. Influencing the behavior of minors, and

1 g. Holding a Commercial Driver's License.

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

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

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

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

16 iii. The signatures of the employee's supervisor, the
17 employee, and the employee's Federation representative.

18 b. The offer of a Last Chance Agreement will not set
19 precedent for the discipline of other employees in the future. Any discipline
20 incorporated in a Last Chance Agreement may not be grieved under the provisions of
21 Article 16, Settlement of Disputes.

22 **D. Mandatory Assessment and Treatment:**

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

29 2. The County will verify employees' attendance, and that the
30 assessment and treatment have been completed. This verification and any other
31 information concerning alcohol and drug dependency will be treated as confidential

1 medical information per applicable state and federal law and County Administrative
2 Procedures.

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

5 **4.** If the employee changes treatment providers, they must notify the
6 County's Drug and Alcohol Policy Coordinator within three (3) working days.

7 **E. Return to Work Testing:**

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

12 **4. Testing:**

13 **A. Basis for Testing:**

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

15 **a.** Based on reasonable suspicion of being "under the
16 influence" of alcohol or prohibited drugs;

17 **b.** Before returning to work after testing positive for being
18 "under the influence" of alcohol or drugs, or

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

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

24 **B. Establishing Reasonable Suspicion:**

25 **1. Definition:**

26 "Reasonable suspicion" is a set of objective and specific
27 observations or facts which lead a supervisor to suspect that an employee is under the
28 influence of drugs, controlled substances, or alcohol. Examples include, but are not
29 limited to: slurred speech, alcohol on the breath, loss of balance or coordination, dilated
30 or constricted pupils, apparent hallucinations, high absenteeism or a persistent pattern
31 of unexplained absenteeism, erratic work performance, persistent poor judgment,

1 difficulty concentrating, theft from office or from other persons, unexplained absences
2 during office hours, or employee's admission of use of prohibited substances.

3 **2. Supervisory training:**

4 The County will provide training to all supervisors on establishing
5 reasonable suspicion and the nature of alcohol and drug dependency. Supervisors
6 who have not been trained will not have the authority to direct employees to be tested
7 on the basis of reasonable suspicion of being under the influence.

8 **3. Lead Workers:**

9 Lead Workers who oversee day to day work activities are
10 "supervisors" for the purposes of establishing reasonable suspicion and directing
11 employees to be tested on that basis. This provision applies to lead workers who
12 supervise or act as lead workers as part of their job description, (such as Corrections
13 Records Supervisors and Maintenance Crew Leaders), as well as to those who receive
14 premium pay under Addendum B, Lead Worker Assignment and Pay.

15 **4. Additional precautions:**

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

18 **a.** The supervisor shall articulate orally a summary of the
19 specific facts which form the basis for believing that the employee is under the
20 influence of drugs or alcohol; and

21 **b.** The supervisor shall provide upon request within forty eight
22 two (2) working days of the oral determination of "reasonable suspicion" a written
23 specification of the grounds for reasonable suspicion; and

24 **c.** Except in field or shift circumstances, which render contact
25 difficult, no supervisor shall refer an employee for a drug or alcohol test based on
26 "reasonable suspicion" unless the supervisor has consulted with another supervisor or
27 exempt person regarding the grounds for the suspicion.

28 **C. Testing Methodology:**

29 Testing procedures for all employees will be governed by the same
30 standards as apply to CDL drivers under federal law. These standards include, but are

1 not limited to, those governing sample acquisition, the chain of custody, laboratory
2 selection, testing methods and procedures, and verification of test results.

3 **1. Drug Testing**

4 **a.** Drug tests are conducted using urine specimens. In
5 accordance with CDL standards, the County will contract with a medical doctor trained
6 in toxicology to act as an MRO (Medical Review Officer). In the case of positive tests,
7 the MRO will attempt to contact employees to review preliminary positive test results
8 with employees and any relevant health care providers before the results are reported
9 to the County. Based on the MRO's professional judgment, the MRO may change the
10 preliminary test result to negative. The County will not be able to distinguish a test
11 result that is negative by MRO intervention from any other negative result.

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

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

18 **ii. Appeals.**

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

26 **2. Alcohol Testing**

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

1 **b.** Alcohol confirmation tests are considered final, they may
2 not be appealed.

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

6 **5. Definitions:**

7 **A. Alcohol:** Ethyl alcohol and all beverages or liquids containing ethyl
8 alcohol. Levels of alcohol present in the body will be measured using a breathalyzer
9 test.

10 **B. Controlled Substance:** All forms of narcotics, depressants, stimulants,
11 analgesics, hallucinogens, and cannabis, as classified in Schedules I-V under the
12 Federal Controlled Substances Act (21 USC § 811-812) as modified under ORS
13 475.035, whose sale, purchase, transfer, use, or possession is prohibited or restricted
14 by law.

15 **C. County:** Multnomah County, Oregon.

16 **D. Drug Paraphernalia:** Drug paraphernalia means any and all equipment,
17 products, and materials of any kind, as more particularly defined in ORS 475.525(2),
18 which are or can be used in connection with the production, delivery, or use of a
19 controlled substance as that term is defined by ORS 475.005.

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

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

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

1 maintenance program, I must notify the County. The County has my permission to
2 verify my attendance at required meetings. If I do not continue in the or maintenance
3 program, I understand that my employment will be terminated.

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

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

14 **5.** I agree to return to work upon successful completion of an alcohol/drug
15 rehabilitation program if my substance abuse counselor requires inpatient treatment. If
16 enrolled in outpatient treatment, I may return when I am substance free and in good
17 standing in my maintenance program, at such time as recommended by my treatment
18 counselor.

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

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

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

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

27
28 Disciplinary Action

29 I understand that the disciplinary action imposed in the attached letter may not be
30 grieved under the grievance procedure in the Federation of Oregon Parole and
31 Probation Officers' contract and that if I violate this Last Chance Agreement FOPPO

1 will not grieve my violation.

2

3 Personal Commitment

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

11

12 I understand the terms and conditions of this letter. I also understand that, except as
13 expressly stated in this agreement, my terms and conditions of employment will be
14 determined by the County's policies and rules, and that this agreement does not
15 guarantee me employment for any set period of time. I have had sufficient time to study
16 it away from the work place and to consult anyone I desire about it. I sign it free of any
17 duress or coercion. This letter will become part of my personnel file.

18

19

20

21 _____
(Employee) (Date)

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

22

23

24

25 _____
(FOPPO Representative) (Date)
26 (Date)

_____ (Employee's Immediate Supervisor***)

27

28

29

30 _____
(Multnomah County (Date)

31 Labor Relations, if applicable*)

32

1 Footnotes:

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

3 ** Always necessary.

4 *** Optional in cases in which immediate supervisor does not have termination
5 authority.

ADDENDUM E
TEMPORARY EMPLOYEES

1
2
3
4 The Department agrees to the following terms concerning its usage of temporary
5 employees:

- 6 **1.** Temporary parole officers shall meet Multnomah County Parole and Probation
7 Officer minimum qualifications.
- 8 **2.** An Additional background check will be performed that meets PPO standards
9 prior to assignment.
- 10 **3.** A temporary identification card will be provided to the employee.
- 11 **4.** No badge will be assigned to a temporary employee.
- 12 **5.** Temporary employees will be used in accordance with Article 1, CBA.
- 13 **6.** Temporary employees will be provided orientation with CJM, including review
14 of Parole and Probation officer policies and Probation/Parole Officer
15 Requirements for Temporary Assignments and Temporary Employments.
- 16 **7.** Temporary employees will be sworn in by the Assistant Director or designee.
- 17 **8.** CJMs will conduct an exit performance evaluation on Temporary PPOs at the
18 end of each assignment.

19
20 The Department agrees that temporary parole officer duties are enumerated, but not
21 limited to, the duties outlined below.

- 22 **1.** Signing of affidavits requesting warrants from the Court.
- 23 **2.** Imposing of sanctions and interventions with manager or designee signature.
- 24 **3.** Filing of detainers with manager or designee signature (not on after-hours call
25 list).

26
27 The Department and FOPPO agree that the following are prohibited duties for
28 temporaries:

- 29 **1.** No field work.
- 30 **2.** No arrests or assisting with arrests.
- 31 **3.** No searches or assisting with searches.

- 1 **4.** Not authorized to carry a firearm, ASP baton or OC Spray.
- 2 **5.** Not authorized to use of force above officer presence and verbal commands
- 3 except in exigent circumstances.

4

5 The Department and FOPPO agree that the Department's goal each year will be to

6 limit use of temporaries to 2% of parole and probation hours per year.

7 The Department agrees that there will be no roving temporary parole officers.

8

9

10

11

12

*PROBATION/PAROLE OFFICER REQUIREMENTS
FOR TEMPORARY ASSIGNMENTS AND TEMPORARY EMPLOYEES*

<p>REQUIREMENTS:</p> <ul style="list-style-type: none">1) Meet Multnomah County Parole and Probation Officer minimum qualifications.2) Additional background check to meet PPO standards prior to assignment. (Criminal History Check).3) Temporary Identification Card [if not a permanent county employee].4) <u>No badge will be assigned.</u>5) Temporary PPOs will be used in accordance with the agreements with the Federation, County, and Article 1, CBA.6) Orientation with CJM, including review of Parole and Probation policies and Probation/Parole Office Requirements for Temporary Assignments and Temporary Employments (Temporary PPO Matrix).7) Sworn in by the Assistant director or designee8) CJMs will conduct an exit performance evaluation on Temporary PPOs at end of each assignment.
<p>AUTHORIZED DUTIES (BUT NO LIMITED TO):</p> <ul style="list-style-type: none">1. Can sign affidavits requesting warrants from Court.2. May impose sanctions and interventions with manager or designee signature.3. May file detainers with manager or designee signature (not on after-hours call list).4.
<p>PROHIBITED DUTIES:</p> <ul style="list-style-type: none">1. No arrests or assisting with arrests2. No searches or assisting with searches.3. Not authorized to carry a firearm, ASP baton or OC Spray4. Not authorized to use of force above officer presence and verbal commands except in exigent circumstances.5. No field work.

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SIGNATURE PAGE

IN WITNESS WHEREOF, The Parties hereto have set their hands this 21 day of June, 2021

FEDERATION OF OREGON
PAROLE AND PROBATION
OFFICERS:

By Patrick Brasesco
Patrick Brasesco, President

MULTNOMAH COUNTY, OREGON

By Deborah Kafoury
Deborah Kafoury, Chair

By Sharon Meieran
Sharon Meieran, Commissioner

By Susheela Jayapal
Susheela Jayapal, Commissioner

By Jessica Vega Pederson
Jessica Vega Pederson, Commissioner

By Lori Stegmann
Lori Stegmann, Commissioner

By Shelly Kent
Shelly Kent
Labor Relations Manager
Multnomah County, Oregon

By Kathryn A. Short
Kathryn A. Short
Assistant County Attorney

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