
2024-2027



AGREEMENT

Between

Multnomah County, Oregon

And

Federation of Oregon Parole and Probation Officers



July 1, 2024 – June 30, 2027

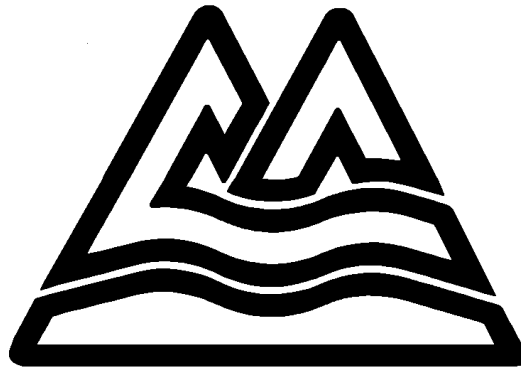
AGREEMENT

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:

PREAMBLE

ARTICLE 1
DEFINITIONS

1. **Department:** For the purpose of this Agreement is the Department of Community Justice. The Department of Community Justice Director or Designee shall be deemed "Department Director" for any functional purpose of this Agreement.
2. **Flex Time:** Employee Initiated, voluntary changes to the employee's own regular schedule that do not result in exceeding forty (40) hours worked in a seven (7) day work week.
3. **Full-time Employee:** An employee regularly scheduled to work thirty-two (32) or more hours per work week if on an eight (8) hour per work day schedule; or an employee regularly scheduled to work thirty (30) or more hours per work week if on a ten (10) hour per work day schedule.
4. **Performance Evaluation:** A procedure to measure and/or evaluate an employee's work and results based on their job responsibilities or manager expectations where the record is retained for a period longer than ninety (90) days. Performance evaluations may include written, audio or video recordings.
5. **Regular Employee:** An employee who has passed their initial trial service period and has been employed by the County continuously since passing the trial service period. In addition, the following are deemed to be regular employees:
 - A. An employee who passed the initial one (1) year trial service period, terminated employment, and has been reinstated.
6. **Temporary Employee:** An employee whose appointment is uncertain due to an emergency workload, absence of an employee or because of a short-term need for a skill or ability. A temporary employee must meet the minimum standards for employment as a parole and probation officer as outlined in the department's job description and in accordance with OAR 259-008-0010 (11) and whose appointment is uncertain due to an emergency workload or absence of an employee. Temporary employees are limited to current Multnomah County employees working out of class

and Multnomah County Parole and Probation Officers who have retired or resigned in good standing. A temporary appointment may be made for up to two thousand and eighty (2080) hours within any twelve (12) month calendar year. The County shall provide to the Federation on a monthly basis all hours worked by temporary employees along with the start and end dates. No temporary employee shall accumulate more than a total of three thousand one hundred and twenty (3120) hours working in the position of Parole and Probation Officer. Hours accumulated prior to July 1, 2024, shall not be calculated towards the 3,120 hours. Additionally, hours accumulated to fill behind an employee on protected leave shall not count toward the 3,120 hours.

7. Trial Service Employee:

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

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

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

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

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

1. Rights of Bargaining Unit Employees:

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

2. Deduction of Federation Dues and Service Fees:

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

3. Administration and Use of Service Fees:

The Service Fee shall be applied as required by law.

4. Authorization and Certification of Dues:

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

5. Appointment to Excluded Positions:

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

6. Monthly Listing of New and Terminated Employees:

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

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

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

7. Visits by Federation Representatives:

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

8. Indemnification:

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

9. List of Federation Officers and Stewards:

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

ARTICLE 4
MANAGEMENT RIGHTS

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.

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. Three (3) days designated as "Floating Holiday" to be credited on July 1 annually. The employee shall be credited with three (3) days, 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 employee's second (2nd) day off, the following business day will serve as the observed holiday.

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

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

3. Hours of Paid Leave on Observed Holidays:

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

4. Holiday During Leave:

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

5. Holiday Pay:

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

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

6. Unused Holiday:

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

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

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

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

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

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

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

D. Scheduling Unused Holiday Leave. The scheduling of unused holiday 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, 4.67 vacation hours shall be accrued per pay period equaling one hundred and twelve (112) hours (or 2.8 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, 5.33 vacation hours shall be accrued per pay period equaling one-hundred and twenty-eight (128) hours (or 3.2 weeks) accrued per year, cumulative to a maximum of two hundred and sixty-four (264) hours.

C. Five (5) years of County service, but less than eight (8) years of County service, 6.33 vacation hours shall be accrued per pay period equaling one hundred and fifty-two (152) hours (or 3.8 weeks) accrued per year, cumulative to a maximum of two hundred and ninety-six (296) hours.

D. Eight (8) years of County service, but less than fifteen (15) years of County service, 7.66 vacation hours shall be accrued per pay period equaling one hundred and eighty-four (184) hours (or 4.6 weeks) accrued per year, cumulative to a maximum of three hundred sixty-eight (368) hours.

E. Fifteen (15) years of County service but less than twenty (20), nine (9) vacation hours shall be accrued per pay period equaling two hundred and sixteen (216) hours (or 5.4 weeks) accrued per year, cumulative to a maximum of four hundred and sixty (460) hours.

F. Twenty (20) years of County service or more, nine (9) vacation hours shall be accrued per pay period equaling two hundred and sixteen (216) hours (or 5.4 weeks) accrued per year, cumulative to a maximum of five hundred (500) hours.

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

2. Scheduling Accrued Vacation:

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

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

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

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

E. Approved vacation requests shall not be rescinded or altered by management unless in a bona fide emergency. An employee retains the right to rescind an approved vacation request and must inform the supervisor as soon as the employee determines that they wish to rescind their approved vacation. An employee

also retains the right to alter their approved vacation request, with the approval of management.

3. Payoff Upon Termination, Death, or Retirement:

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

4. Retiring Employees:

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

5. Transfer of Accruals:

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

6. Working in Management Classifications:

When an employee works in a management classification and accrues vacation leave in excess of the maximum accruals outlined in Section 1 above, the employee must use the excess vacation within six (6) months of returning to the Parole and 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, OFLA, WA Paid Sick Leave, or Paid Leave Oregon, 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 contagious disease, or

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

C. Parental Leave:

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

D. Paid Leave Oregon:

Employees may be eligible to receive partially paid leave from work through the Paid Leave Oregon statewide paid family insurance program. Employees who do not receive Paid Leave Oregon benefits equal to 100% of the employees average weekly wage may supplement their benefit using available accrued leave but are not required to do so consistent with applicable law.

E. Occupationally Related Conditions:

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

2. Accrual:

A. Employees shall accrue sick leave at the rate of .05 hours for each County-paid hour worked..

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

3. Reporting of Sick Leave:

A. Employees must notify their immediate supervisor, if available, or work site no later than fifteen (15) minutes after the start of their shift. Failure to so report may result in discipline pursuant to Article 15. The provisions of this section do not

apply if the employee cannot reasonably report such sick leave due to unforeseen circumstances.

B. Employees shall submit their sick leave request to their immediate supervisor or on-duty supervisor for those circumstances which allow prior notice [example – a health care provider appointment]. Each sick leave request shall be completed by the supervisor and returned to the employee within two (2) business days whenever possible. Approved sick leave requests shall not be rescinded or altered by management unless a bona fide emergency exists. An employee retains the right to rescind an approved sick leave request. An employee also retains the right to alter their request, with the approval of management.

4. Use and Misuse of Leave for Sick Leave Purposes:

A. Counting Against FMLA, OFLA Entitlements:

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

B. Legitimate Use:

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

1. Verification of use:

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

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

- i.** The employee has missed work due to illness for more than three consecutive work days; or
- ii.** The employee has requested leave that is scheduled to last more than three scheduled work days; or
- iii.** The employee has exhausted all sick leave; or
- iv.** The employee commences sick time without providing prior notice required by the County, unless medical circumstances prevent the employee from providing notice prior to commencing sick time and the employee provides notice to the County as soon as is practicable; or
- v.** Management reasonably suspects that an employee is abusing sick time, including engaging in a pattern of sick leave abuse.
- vi.** If medical verification is requested, the County will pay any and all reasonable costs associated with obtaining medical verification.

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

- i.** Whenever the employee's absence exceeds three (3) consecutive workdays for a given event;
- ii.** Whenever the County can articulate reasonable cause to believe that a misuse or abuse of sick leave has occurred, including but not limited to questionable usage, questionable patterns of usage or calling in sick on a previously denied day off, provided the employee has been previously notified by a supervisor or Human Resources representative in writing that, due to such concerns, future verification may be required. A copy of such notice will be provided to FOPPO. Employees notified of such reasonable cause may be required to furnish a

certification for each use of sick leave for a period not to exceed six (6) months following the notice.

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

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

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

b. **Use of accrued sick leave:** Use of accrued sick leave, without abuse of such leave, will not be cause for discipline. When the intermittent use of accrued sick leave or other paid or unpaid leave used in lieu of sick leave interferes significantly with an employee's ability to perform the duties of their job, management may do the following (subject to the requirements of law, including, but not limited to, the FMLA, OFLA, WA Paid Sick Leave, or Paid Leave Oregon, and the Employer Accommodation for Pregnancy Act): Require the employee to take continuous leave; or change the employee's work assignment for six (6) months or until use of intermittent leave ends, whichever comes sooner; in such cases the provisions of Article 24 will not apply.

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

i. Any legal requirements, including, but not limited to those of the FMLA, OFLA, WA Paid Sick Leave, Paid Leave Oregon, Oregon state sick leave law, or the ADA.

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

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

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

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

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

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

2. Leave that qualifies under FMLA, OFLA, WA Paid Sick Leave, or Paid Leave Oregon will be taken in the following order: Paid leave until it is exhausted; employees will determine what order paid leave is used; Leave without pay.

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

D. Reinstatement of Sick Leave Accruals:

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

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

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

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

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

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

7. Any employee who is re-employed after more than one hundred eighty (180) days is not entitled to credit for sick leave that accrued during prior

County service. Sick leave will begin accruing anew in accordance with applicable accrual sections.

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

Use of leave without pay in lieu of sick leave for non-FMLA, non-OFLA, non-WA State Sick Leave, non-Washington Paid Family and Medical Leave, and non-Paid Leave Oregon qualifying conditions is subject to the approval of management and further subject to the following provisions:

1. Continuous leave:

a. In the event of a continuous leave of absence without pay in excess of any legal requirement of the FMLA, OFLA, WA Paid Sick Leave, or Paid Leave Oregon, the County may require from the employee's Health Care Provider, and/or arrange for the employee to see a Health Care Provider selected by the County to examine the employee and provide a statement of the disability, current condition, and the anticipated length of current absence.

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

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

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

e. Following six (6) months of leave without pay, to include time spent on unpaid FMLA, OFLA, WA Paid Family and Medical Leave, or unsupplemented Paid Leave Oregon leave, any extension of the leave shall be deemed permissive on the part of the County and if the employee's leave is not extended, and the employee does not return to work, the employee will be deemed to have resigned.

2. Intermittent leave: Intermittent leave without pay used in lieu of sick leave is not subject to the six (6) month entitlement provided for above. When such leave significantly affects an employee's job performance and is not subject to the requirements of law (including but not limited to the FMLA/OFLA/WA Paid Sick Leave/Paid Leave Oregon), management may evaluate the employee's use of leave according to the criteria of "Section B.2.c" above. Health Care Provider information as provided for in "Section D.1" above may be required for the evaluation. After completing the evaluation, management may do one of the following:

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

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

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

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

5. Disability Insurance and Catastrophic Leave:

A. Disability Insurance:

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

2. Long-term disability:

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

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

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

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

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

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

9. Fitness for Duty:

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

B. To ensure such fitness, management may send employees for medical or psychological examination when the supervisor articulates why they reasonably believe that the employee is not fit for duty and/or may be a danger to themselves or others. The Department will select the Health Care Provider that performs the examination and will be at County expense.

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

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

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

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

a. Prior to the second evaluation, the employee will provide the name of the Health Care Provider to Human Resources, so that the Department can

send a copy of the initial evaluation, position description, and other relevant information that the Health Care Provider to be considered in their evaluation.

b. If the employee gets a second opinion and the two opinions conflict, the Department will evaluate the differences in the two opinions and may offer to send the employee for a third evaluation with a mutually agreed upon Health Care Provider who considers both reports and makes a final determination on the employee's fitness for duty. The employee may elect to not undergo the third evaluation, in which case the County's initial Health Care Provider determination will be binding. In such case, FOPPO may grieve the County's actions.

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

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

10. Catastrophic Leave Program:

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

11. Transfer of Accruals:

When an employee is promoted, transferred, demoted, appointed, or otherwise moves to another department or classification within the County, the

employee's accumulated sick leave balances shall be transferred with the employee to the gaining department / classification.

12. Retirement:

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

ARTICLE 9
OTHER LEAVES

1. Unpaid Leaves of Absence:

Leaves of absence without pay for a period of up to six (6) months may be granted by an employee's supervisor for any reasonable purpose. The sequencing of the use of all leaves, including leaves of absence without pay, is specified in Article 8. A separate standard for granting any leave of absence for sick leave purpose is specified in Article 8. Any time spent on unpaid FMLA or OFLA or state paid leaves shall be deducted from the six (6) month period specified above. Extensions of such leaves may be granted at the discretion of the supervisor.

2. Jury Service:

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

B. Except during an emergency or due to operational requirements, the County will not require employees to report to work after completing a full day on jury duty.

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

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

3. Subpoenas:

A. Time spent serving as a witness in a work related legal proceeding will be treated as hours worked for pay purposes in accordance with Article 11.

Subpoenas out of county or state will be handled by mutual agreement between the employee and the employee's manager.

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

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

5. Bereavement Leave:

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

B. If such funeral is beyond 350 miles, the employee, upon request, will be granted up to three (3) additional days with pay. The amount of additional leave shall be at the discretion of the employee's supervisor on the basis of the employee's travel and personal needs.

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

D. For purposes of Bereavement Leave, an employee's immediate family shall be defined as their spouse or domestic partner, parents, step-parents, children, step-children, siblings, step-siblings, grandchildren, grandparents, siblings-in-law,, and the parents, step-parents, siblings and step-siblings of their spouse or domestic partner. Immediate household shall be defined as any person residing at the employee's residence on a regular basis. In relationships other than those set forth

above, under exceptional circumstances, the Department Director, upon request, may grant such leave of absence.

E. To provide consistency among locations, any denial from an immediate supervisor for approval of leave for relationships other than those set forth above or travel days, shall automatically, and immediately be forwarded to the Department Director or their designee for review. In no case shall this review extend past the current working day.

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

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

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

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

8. Inclement Weather and Natural Disasters Policy:

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

B. When the County is open, any time an employee is unable to work as scheduled due to inclement weather the employee may, at the employee's discretion,

be charged to: vacation leave, saved holiday time, compensatory time, leave without pay, or at the employee's discretion, they may make up time lost due to inclement weather at any other time during the same tour of duty with no reduction of pay or other benefits.

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

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

9. Educational Leave:

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

10. Federation Leave:

A. Federation Business Leave (County Paid Time):

Federation Business that is considered County Paid Time includes functions that are considered County /Federation joint functions such as negotiations (including time before and after negotiations for caucuses); participation in

committees that are joint County/Federation committees such as Labor/Management committees, the Benefits Committee and the Compensation Committee; duties as a steward as defined in this Agreement; hearings and meetings to settle grievances and disputes between the parties; and such other Federation Business (County Paid Time) mutually agreed upon by the parties. Employees participating in such activities will be allowed to do so without loss of pay.

B. Federation Business Leave (Federation Reimbursable Time):

1. Any bargaining unit member selected by the Federation to participate in a Federation activity as defined below, shall be considered in Federation Business Leave (Federation Reimbursable Time) status and shall be granted such leave.

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

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

C. Federation Business (Unpaid) Leave:

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

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

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

D. Workers Compensation Benefits While on Federation Leave:

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

11. Use of Deadly Force:

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

12. Travel and Training Leave:

Travel to and from training out of state and out of the area will be compensated in compliance with this collective bargaining agreement or the Fair Labor Standards 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:

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

b. Part-Time Employee:

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 prescription coverage; routine vision is included with all plans except Moda Major Medical) will be calculated as a percentage of the total monthly premium by tier as follows:

Full-Time Employees		
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%

b. Part-Time Employees

Each eligible part-time active enrolled employee's monthly contribution for the purchase of a medical benefit plan coverage (which includes prescription coverage; routine vision is included with all plans except Moda Major Medical) will be calculated as a percentage of the total monthly premium by tier as follows:

Part-Time Employees		
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%

County contribution rates include a \$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		
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%

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		
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%

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

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

B. Premium Calculations:

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

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

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

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

F. Opt-Out of Medical Plan Benefits:

a. Employees may elect to Opt Out of coverage in the County's medical benefit plan by making that election. Employees making such election must provide annually an affidavit or other qualifying proof of coverage that meets the Minimum Essential Coverage (MEC) criteria and is not coverage purchased from the individual market. Employees will not be eligible to change their election until the County's official annual open enrollment period, unless the employee experiences an IRS recognized family status change event that would allow a mid-year health plan election change or qualifies for Special Enrollment under HIPAA.

b. Full-Time Employees who Opt Out:

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

c. Part-Time Employees who Opt Out:

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

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

G. Successor Plans and Carriers:

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

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

b. Employee Benefit Advisory Team (EBAT):

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

H. Premium Reimbursement for Part-Time employees:

a. Reimbursement Eligibility:

Part-time employees shall be eligible for premium reimbursement if they work the minimum required number of hours for two (2) consecutive pay periods. The two (5) pay periods used for calculation are considered a single qualifying block of time. The two (2) consecutive pay period block shall only be applied to one reimbursement request. Changes to a submitted reimbursement request will be considered only if a submitted payroll period is determined to be ineligible.

b. Hours Required for Reimbursement:

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

2. Hours required for full-time reimbursements per pay period will be one hundred and twenty-eight (128) hours cumulative in two (2) pay periods.

c. Reimbursement Options:

1. Part-time employees may be eligible for full-time reimbursements. To qualify, time worked in each pay period must meet the minimum qualifying hours for full-time reimbursements for all two (2) consecutive pay periods.

Any such premium reimbursements made to the employee will be adjusted for appropriate taxes.

2. Employees who elect the Kaiser Maintenance Plan will be reimbursed for the amount of their part-time employee contribution, as this plan does not have a full-time equivalent plan.

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

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

5. Reimbursement payment requests must be submitted online via the premium reimbursement webform located on Commons within three (3) months from the end of the calendar year (e.g. reimbursements will be considered if submitted by March 31 for the prior calendar year premium payments).

I. Retirees:

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

J. Default Enrollment:

1. New full-time employees who fail to submit timely application to Opt Out or enroll into the medical and dental benefit plans described in Section A will be enrolled by default in the County's Major Medical plan and Delta Dental 50 plan, with employee only coverage. Eligible dependents of such employees may be enrolled in the default plans if the employee submits an application requesting dependent enrollment within fifteen (15) days of the date that the default enrollment notice is issued.

2. New part-time employees who fail to submit a timely application to Opt Out or enroll into the medical and dental benefits plans described in Section A above will be enrolled by default in the County's Major Medical plan, with employee only coverage. Eligible dependents of such employees may be enrolled in the default

plan if the employee submits an application requesting dependent enrollment within fifteen (15) days of date default enrollment notice is issued.

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

1. Spouses and domestic partners:

a. Definitions:

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

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

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

(b) Has a close personal relationship.

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

(1) Are not legally married to anyone;

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

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

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

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

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

b. Enrollment of Spouse/Domestic Partner:

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

2. Children:

a. Definition:

"Eligible children" includes:

- i. any biological or adoptive child of the employee or employee's spouse/domestic partner who is under the age of twenty-six (26); or
- ii. 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
- iii. anyone under the age of twenty-six (26) for whom the employee is required by court order to provide coverage, or
- iv. 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-six (26) 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-sixth (26th) birthday or marriage date, whichever occurs first, unless the County employee has legal custody of the grandchild.

- v. an eligible dependent who becomes permanently

disabled prior to their twenty-sixth (26th) birth date, may be eligible for 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 tax on the value of the coverage in accordance with IRS regulations.

3. Termination of Dependent Health Plan Coverage:

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

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

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

c. Employees must remove from coverage a child who has become ineligible by completing the benefit change process in Workday.

d. Employees who fail to remove an ineligible spouse,

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

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

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

M. When Benefits Coverage Begins and Ends:

1. Coverage for new employees:

a. Medical and Dental Benefits:

The employee and eligible dependents will be covered by medical and dental benefits the first (1st) day of the month 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.

2. Benefits coverage for terminating employees:

a. Retirees:

i. County-subsidized coverage:

Benefits options for retirees are provided for in Article 22, Section 2.

ii. Continuation of coverage through COBRA:

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

b. Other terminating employees:

i. County sponsored coverage:

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

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

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/Paid Leave Oregon/Washington Paid Family and Medical Leaves:

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

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

c. Unprotected (Non-FMLA/OFLA/Paid Leave Oregon/Washington Paid Family and Medical Leave) Unpaid Leaves:

i. Lapsing of County-subsidized coverage:

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

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

Example: Employee A goes on unprotected, unpaid leave effective July 15. Leave period exceeds thirty (30) days. Thirty-first (31st) day of unpaid leave is August 14. Employee A's County sponsored health plan coverage will end August 31. Employee

B goes on unprotected, unpaid leave July 18. Unpaid Leave period exceeds thirty (30) days. Thirty-first (31st) day of leave is August 17. Employee B's County sponsored health plan coverage will end September 30.

ii. Continuation of Coverage through COBRA:

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

iii. Benefits Coverage upon Return from a Leave:

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

(b) Employees returning from unprotected, unpaid leave in the following plan year may enroll in different plans within thirty-one (31) days of their return. Such employees must notify the County Employee Benefits Office and complete health plan enrollment upon their return to work. If submitted enrollment is received on the first (1st) day of the month, the coverage will be effective that day; otherwise, coverage will be in effect the first (1st) day of the month following receipt of the completed enrollment by the County Employee Benefits Office.

2. Other Benefits:

A. Flexible Spending Accounts:

1. Medical expenses:

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

2. Dependent care expenses:

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

3. Transportation expenses:

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

B. Life Insurance:

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

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

C. Emergency Treatment:

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

D. Disability Insurance:

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

3. Retiree Life Insurance:

Retirees of Multnomah County who have at least ten (10) years of County service will be provided with two thousand dollars (\$2000) term life insurance coverage by the County.

4. Death in the Line of Duty:

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

ARTICLE 11
COMPENSATION

1. Wage Adjustments:

A. July 1, 2024

Effective July 1, 2024, the rates and ranges of employees covered by this Agreement shall be increased by a three and one-half percent (3.5%) market adjustment and a cost of living adjustment equal to 3.3% plus one percent (1%).

Additionally, effective upon ratification of this contract, regular status and trial service employees covered by this Agreement as of ratification will receive a one-time payment of \$4,500, prorated by FTE as of date of ratification. This one-time payment is to address current job market conditions and employee retention.

B. July 1, 2025

Effective July 1, 2025, 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 2023 to the second half of 2024 as reported in February 2025) with a minimum of one percent (1%) to a maximum of four percent (4.0%) plus one percent (1%).

C. July 1, 2026

Effective July 1, 2026 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 2024 to the second half of 2025 as reporting in February 2026 with a minimum of one percent (1.0%) to a maximum of four percent (4.0%).

Effective July 1, 2026, if the pay rates fall below market average by one and one-half percent (1.5%) or more, the County will make a market adjustment to match the market average.

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.

2. Budget Shortfall Crisis:

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

3. Pay Periods:

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

4. Step Placement and Step Increase Dates:

It is acknowledged by the parties that the County has historically given employees covered by this agreement a step increase in wages, effective on the

employee's anniversary date of employment. Each employee shall be paid at one (1) of the steps in the range prescribed for their classification.

A. New Employees and Rehires:

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

2. Normally new employees and rehires will be appointed at step one (1) at the beginning of the trial service period; the director may make an appointment to a higher step. An employee who is promoted shall be paid at the salary step in the new salary range not less than a one (1) step increase, or in the first step of the new range, whichever is greater. A new or promoted employee is eligible for consideration for advancement to the next step of their salary range on the day following twelve (12) months of service in the Parole and Probation Officer classification, and to subsequent steps at subsequent anniversary dates (24, 36, 48, 60, 72, AND 84 months) to the top step of the pay range.

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

B. Step Increases:

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

C. Failure to Complete Trial Service Period after Promotion:

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

5. Reporting to Work Outside of Regularly Scheduled Hours:

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

B. Receiving Work Telephone Calls After Hours:

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

2. Any employee who is called or sent a text message after work hours to respond to an emergency call that requires the employee to make a custody decision, and where the employee is not required to report to a work site, shall have one (1) hour added to their total time worked for purposes of determining overtime in accordance with Section 6 below. Multiple calls less than twenty (20) minutes between the end of the 1st and beginning of the 2nd (or more) calls will be considered one (1) call.

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

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

6. Overtime and Comp time:

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

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

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

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

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

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

7. Temporary Work in a Higher Classification:

A. Work Out of Class:

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

2. Compensation for Work Out of Class:

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

3. Paid leave and work out of class:

a. When an employee works in a higher classification during all hours worked in an FLSA work period or longer period of time, the employee will be paid the out of class rate for all hours in pay status on days in which they are on leave for less than half a shift.

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

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

B. Temporary Appointments:

When management anticipates that an employee will be performing the principal duties of a higher classification for a period of more than thirty (30) calendar

days, the employee may be given a temporary appointment to a position in the higher classification.

1. Appointment to a higher classification:

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

- a. The employee's salary will be set according to the Personnel Rules governing promotions to non-bargaining unit positions;
- b. If the position is FLSA exempt, the employee is not eligible to receive overtime pay, shift differential, or other forms of pay not available to permanent employees in the higher classification;
- c. The employee's health and welfare benefits plan will not change;
- d. The employee's accrual (including maximum accrual rates) and use of paid leave will be governed by the rules applying to regular employees in the higher classification;
- e. The employee has the right to return to their bargaining unit position at the end of the appointment without loss of seniority; and
- f. The employee will pay Federation dues or such alternatives as are provided by Article 3 – Federation Security, and will continue to be represented by the Federation in accordance with Article 2 – Recognition.
- g. If an employee is appointed to a non-sworn, or out of department position, they are responsible for maintaining both department and DPSST training requirements.

8. Trainer Premium:

A differential of five percent (5%) over base rate will be paid to employees designated by management as Parole Training Officer. A differential of three percent (3%) over base rate will be paid to employees designated by management as Survival Skills Instructor, or other trainer designation. The differential specified in this

paragraph 8 will be paid for each designation. Management reserves the right to designate trainers, determine qualifications, and remove the designation with ten (10) calendar days' notice.

9. Involuntary On-Call:

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

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

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

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

11. Overpayments and Payments in Violation of Contract:

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

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

12. Waiver of State Overtime Requirements:

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

13. Bilingual Pay:

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

14. Longevity

A. Employees who have completed five (5) years of County service shall receive an additional hour longevity incentive payment of one percent (1%) of the applicable base hourly wage set forth in Addendum A.

B. Employees who have completed ten (10) years of County service shall receive an additional hourly longevity incentive payment of one and a half percent (1.5%) of the applicable base hourly wage set forth in Addendum A.

C. Employees who have completed fifteen (15) years of County service shall receive an additional hourly longevity incentive payment of two percent (2%) of the applicable base hourly wage set forth in Addendum A.

D. Employees who have completed twenty (20) years of County service shall receive an additional hourly longevity incentive payment of two and a half percent (2.5%) of the applicable base hourly wage set forth in Addendum A.

E. No other categories of premium or incentive pay shall be compounded on top of longevity pay. Nor shall longevity pay be compounded on top of any other premium or incentive pay.

15. Auto Allowance:

A. Payment:

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

B. Incidental Use:

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

C. Condition of Employment Use:

1. Designation:

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

2. Payment:

An employee who is required to use their personal automobile as a condition of employment shall be paid at the IRS rate and shall also receive a base reimbursement of fifty dollars (\$50.00) per month, twenty-five dollars (\$25.00) per month for part-time employees. To qualify for this reimbursement employees

must be assigned to work in the field and to use their personal transportation. In no event, however, shall the aforementioned base payment be made in a month in which an employee drives no miles as a condition of employment.

D. Payment Rules for Alterations in Work Site:

1. Temporary reporting place:

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

2. Secondary reporting place:

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

E. Incidental Parking:

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

F. Tri-Met Pass:

1. Statement of Purpose:

For the purposes of encouraging employees to use mass transit as part of the County's ride reduction program under the Oregon Department of Environmental Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the County's commitment to limiting traffic congestion and promoting clean air, effective July 2004, each employee shall be eligible to receive a Tri-Met pass entirely subsidized by the County for the employee's personal use while employed by the County. Employees' pass will be inactivated upon their termination of County employment.

2. Scope of Subsidy:

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

3. Procedural Requirements:

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

16. Culturally-Specific Knowledge, Skills, and Abilities Position Compensation

A differential of four percent (4%) over base rate will be paid to employees in positions that have a Culturally-Specific Knowledge, Skills, and Abilities minimum qualification attached to them. An employee may not simultaneously receive multiple premiums for related KSAs (e.g., premiums for a Spanish Culturally-Specific KSA and Bilingual pay for speaking Spanish).

ARTICLE 12
WORKERS' COMPENSATION

1. Coverage:

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

2. Seniority:

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

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

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

3. Probationary Employees:

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

4. Supplemental Benefits:

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

A. Supplemental benefits shall only be payable for those days an employee is receiving time loss benefits pursuant to Oregon workers' compensation law. Supplemental benefits shall be paid for no more than twenty-four (24) months of the employee's regular working hours. Such payments shall not be chargeable to accrued sick leave.

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

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

5. Denied Claims:

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

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

C. If an employee's Workers' Compensation claim is under appeal, and they are no longer entitled to medical/dental coverage under Article 10, Health and Welfare, they will be entitled to continued coverage under federal COBRA law. The

duration of such coverage will be for the duration permitted by law, provided that the employee continues to be eligible and pays the premiums as required.

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

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

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

6. Benefits:

A. The County shall continue to provide medical and dental benefits for an employee with a compensable claim and their dependent(s) from the first (1st) day of occupational disability, subject to the limitations of Article 10, Health and Welfare, if any, for a period of twenty-four (24) months or such longer period as may be required by law.

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

7. Occupational Injury or Illness Outside of Oregon:

A. County employees traveling for out-of-state work conferences or training will be covered through the self-insured program as outlined in Section 1.

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

C. When an out-of-state policy is applicable, the rules and coverage benefits will be dictated by that state's regulations including supplemental benefits as defined in Section 4 above. There may also be documentation requirements for employees before supplemental benefits can be paid. Employees will not be concurrently insured through the Oregon self-insured program.

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

E. To the extent not compensated by Workers' Compensation benefits, the day(s) following the first day of occupational disability for the duration of the state's waiting period shall be compensated subject to the provisions of Article 8, Sick Leave.

ARTICLE 13
SENIORITY AND LAYOFF

1. Definitions:

A. Layoff:

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

B. Bumping:

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

C. Classification Previously Held:

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

2. Seniority:

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

A. Determined as Follows:

1. Total length of continuous service within the job classification of Parole and Probation Officer. If a tie occurs, then
2. The total length of continuous service with the County. If a tie occurs, then
3. Filing date of the application, if available, for the Parole and Probation Officer classification; if a tie occurs or if the filing dates of the applications are not available, then

4. It shall be broken by random selection using a computerized logarithm with a member of Central Human Resources and with the Union present when the order is selected.

B. Computation of Seniority:

1. Part-time work within the classification will count on a full time basis.

2. Time on authorized leave with pay shall be counted.

3. Time spent on a non-FMLA/OFLA leave of absence without pay that exceeds thirty (30) days will not count

4. Time spent on layoff will not be counted.

5. Service is broken for purposes of this Article by discharge, voluntary quit, or successfully completing a trial service period in another classification position outside the bargaining unit, unless such transfer was by reason of layoff and the employee remains on the recall list, or pursuant to "Section 4" of this Article.

6. Temporary time before regular status appointment to the Parole and Probation Officer classification that is continuous and contiguous will count.

7. Employees who are returned to their previously held position as a Parole and Probation Officer because of failure to complete a trial service period will have their seniority calculated as if they were on leave without pay.

3. Layoff:

A. Federation Notice:

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

B. Reassignment of Regular Employees During a Layoff When There are PPO Vacancies within the Department:

Layoffs will be identified by position, location and designated work assignment within the department. Parole and Probation Officers holding positions that are to be discontinued will be subject to the following in order of seniority (except

as limited by Article 13.3.E. and the County's agreements with other bargaining units):

1. The impacted PPO(s) are identified by non-regular and work out of class first, then trial service PPO's, then the least senior PPO within the Designated Work Assignment, in that order.

2. Available vacancies are frozen.

3. Volunteers to move into a vacant position are solicited only within the impacted Designated Work Assignment.

4. Volunteer and impacted PPO(s) will be given no less than thirty (30) calendar days' notice of the layoff.

5. Volunteer and impacted PPO(s) are given preference in order of PPO seniority to move into a frozen vacancy.

6. Vacancies will be unfrozen once volunteer and impacted PPO(s) have made their decision(s).

7. The movement of PPOs to a vacant position will be implemented no sooner than thirty (30) calendar days following the initial 8 week notification period.

C. Reassignment of Regular Employees During a Layoff When There are No PPO Vacancies within the Department:

1. Impacted PPO(s) will be given no less than thirty (30) calendar days' notice of the layoff.

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

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

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

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

6. Layoff.

D. Non-Regular Employees During a Layoff:

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

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

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

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

E. Freezing of Vacancies:

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

F. Layoff Processing for Employees on a Leave of Absence

1. Employees on Leave of Absence without Pay:

a. Employee notification:

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

b. Use of positions during the layoff process:

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

2. Return from Leave:

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

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

G. The Bumping Process:

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

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

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

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

5. Full-time employees will be reassigned only to full-time positions and part-time employees will be reassigned only to part-time positions, unless reassignment to the other status is the only available option other than layoff.

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

7. Employees may not be reassigned to positions under this article unless qualified to perform the duties of that position. Employees may be denied rights otherwise available under these provisions only if they lack knowledge, skills or abilities required for the position that are not easily learned on the job within ninety (90) days. Employees may be required to take and pass qualifying examinations in order to establish their rights to specific positions. Employees who are qualified as bilingual or who have a cultural competency in a KSA-identified language, but who do not occupy a position with a designated bilingual or cultural KSA, shall not be exempt from the layoff and bumping process by virtue of their bilingual skills or cultural competencies. However, those employees remain eligible to bump into both KSA and non-KSA positions, as their seniority and qualifications permit.

4. Notice and Recall List:

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

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

1. Employees who are laid off, reassigned to a lateral classification, or demoted will be placed on the recall list for the Parole and Probation Officer classification and previously held classifications as permitted by other bargaining agreements.

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

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

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

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

1. Upon written request of the employee; or
2. Upon their retirement; or
3. Upon acceptance of recall to a regular status position from the list; or
4. Upon declining an offer of recall to a regular status position; or
5. Upon the employee's failure to respond to a certified letter sent to the employee's last known address within fourteen (14) days of mailing; or
6. Disciplinary termination for cause.

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

5. Recall:

Employees on a recall list will be certified in order of seniority, before applicants who qualify through examination. Employees on a recall list shall be offered appointment to vacancies, in order of seniority, except when they lack knowledge, skills or abilities designated for the position that are not easily learned on the job within ninety (90) days. Employees may be required to take and pass qualifying examinations in order to establish their rights to specific positions. The hiring manager is required to state in writing what qualification(s) the employee lacks that the position requires. The employee will remain on the recall list for certification to other vacancies during their term of eligibility.

6. Seniority Application:

The above terms for determination of seniority shall apply not only to the layoff process, but also to other situations in which seniority is applied, including total service for the purpose of vacation accrual rates. For purposes of vacation bidding, the employee's original date of hire with the County pursuant to "Section 2.B" of this Article, shall be used to determine vacation selection in accordance with Article 7, Vacation Leave, "Section 3". Seniority determinations shall have no application to retirement matters. The County agrees to make available to the Federation upon request copies of any personnel list the County maintains regarding seniority or classification changes.

7. Posting Process:

A. Seniority List Posting:

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

B. Seniority List Appeal Process:

1. Employees who have concerns about the calculation of their seniority shall notify Central Human Resources with a copy to the Federation. If an employee's concerns remain unresolved, the Federation may file a formal written

grievance at Step 3 of the grievance procedure within thirty (30) days of their initial consultation with Central Human Resources. If no grievance is filed within that time, the seniority calculation is deemed correct.

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

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

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

A. The only non-bargaining unit employees, confidential employees or members of other bargaining units, who may bump into the bargaining unit are those who are in the Classified service, are currently employed within the Department of Community Justice without a break in service, and who have previously been a “regular employee” of the Bargaining Unit. For purposes of this section, the “Bargaining Unit” includes “regular employees” of prior Multnomah County Parole and Probation bargaining units, including AFSCME Local 88 and FOPPO.

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

C. An employee with prior bargaining unit status who has been out of the bargaining unit for more than three (3) years may not bump an existing bargaining member into layoff status. A prior member with over three (3) years out of the unit may, upon satisfying Subsection A and B above, only fill a vacant position. Employees returning to the bargaining unit within three (3) years will be treated as if

they have been on a leave of absence without pay for the purpose of computing seniority.

9. Special Provisions to Save Employees from Layoff:

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

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

ARTICLE 14
HOURS OF WORK

1. Scheduling:

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

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

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

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

2. Variations of each employee's established work schedule shall be approved or denied by the supervisor within 10 calendar days of the written request. If multiple requests impact the supervisor's ability to respond within this timeframe, the supervisor may, upon written notice to the impacted employees, have an additional 5 calendar days to respond.

D. Flex Time: Flex time is an employee initiated voluntary change to the employee's regular schedule that does not cause the employee to work over the tour of duty as outlined in Article 11.6. Flex time shall be arranged ahead of time with a supervisor.

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

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

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

3. Right to Compensation for Regularly Scheduled Hours:

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

4. Changing Scheduled Days of Work and Days Off:

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

B. Involuntary Changes:

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

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

5. Scheduling the Work Day:

A. Normal Work Day:

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

a. Employees working forty (40) hours per week on a schedule agreed upon between the employee and supervisor as provided in Section 1.A above shall receive breaks and meal periods described in this section. Employees on a continuous duty schedule per Section D below shall work consecutive hours per day without guaranteed breaks, including the meal period.

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

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

B. Breaks: Breaks provided for in this section will be on paid time for employees who are not on a continuous duty schedule. Employees who are not on a continuous duty schedule may combine their thirty (30)-minute unpaid meal period with either or both of their regular paid fifteen (15)-minute rest breaks.

1. During the normal work day

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

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

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

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

C. Meal Periods: Non-continuous Duty Schedule:

1. Entitlement to a meal period: The work schedules of

employees working more than six (6) hours in a work day will include a meal period.

An employee who has worked eight (8) or more hours in a work day and who works two (2) hours beyond their regular quitting time is entitled to a second (2nd) meal period.

2. Unpaid meal periods: Meal periods are on unpaid time unless the employee is on a continuous duty schedule.

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

b. Scheduling: The meal period for employees working eight (8) or more hours will be scheduled in the middle of the work day whenever practicable. When a one (1)-hour meal period is requested and approved, management will make adjustments to the employee’s starting and/or quitting time, subject to the provisions for changing work schedules in “Section 1” above.

D. Continuous Duty Schedules

1. Employees may request a continuous duty schedule in writing from their supervisor. Supervisors will evaluate the requests based on the demands of the employee’s job and the needs of the unit. A supervisor will approve or deny in writing that the employee is being placed on a continuous duty schedule. An employee on a continuous duty schedule will remain on the continuous duty schedule until the schedule is changed per Section 1.C or Section 2 above or if the employee determines they no longer want a continuous duty schedule. Employees on a continuous duty schedule shall work consecutive hours as scheduled per day, without any guaranteed breaks.

2. Meal periods for such employees will be on paid time. Continuous duty employees may not be relieved of duty during their work day. Employees on continuous duty are expected to perform work on site and/or in the field through their paid meal period and may be required to take meals and breaks

while supervising clients or attending to other duties. Any meal periods or breaks may be interrupted or missed without additional compensation.

3. Breaks for employees on a continuous duty schedule will be based solely on management's judgment of the need for supervision of clients or involvement in other continuous duty, or may be on an "as time is available" basis.

4. The Federation and its members agree to hold the County harmless for any wage and hour claims based on a continuous duty schedule.

E. Clean-Up Time:

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

ARTICLE 15
DISCIPLINE AND DISCHARGE

1. General Principles:

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

2. Corrective Action:

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

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

A. Oral Reprimands:

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

B. Written Reprimands:

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

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

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

D. Reduction in Pay:

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

E. Dismissal:

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

4. Disciplinary Notice:

A. Oral Reprimands

When the department determines that an oral reprimand is appropriate, written notice will be given to FOPPO. FOPPO may request an oral summary of the conduct

in question, inadequate performance, or the other cause of discipline from the disciplining manager.

B. When the department determines that disciplinary action above an oral reprimand is appropriate, the employee shall be given written notice thereof with a copy to the Federation. The notice shall include:

- i. A statement of conduct in question, inadequate performance or other cause for discipline, and
- ii. A statement of the disciplinary action to be taken.

5. Pre-Discipline Notice:

When the department believes just cause for suspension, a reduction in pay, or dismissal exists, the department shall give the affected employee and the Federation written notice containing:

- A.** A statement of alleged improper conduct, inadequate performance, or other cause for discipline; and
- B.** A statement that suspension, a reduction in pay, or dismissal is being considered as a possible sanction to the stated alleged improper conduct, inadequate performance, or other cause; and
- C.** A statement of the time [a minimum of five (5) scheduled workdays] within which the employee may choose to respond to the statement of cause and the statement of discipline under consideration.

6. Administration of Discipline:

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

7. Personnel Records and Information:

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

8. Removal of File Materials:

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

9. Investigatory Procedures:

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

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

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

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

D. Unless release of such information would otherwise compromise the investigation, the employee under investigation and FOPPO shall be informed, in writing, at least forty-eight (48) hours prior to the commencement of the interview that

they have a right to have Federation representation during the interview, the names of the interviewer and all other persons to be present during the interview.

Additionally, the employee under investigation and FOPPO will be provided with the specific allegations which form the basis for the investigation and provided information necessary to reasonably apprise them of the facts upon which the allegations are based. If the employee opts for Federation representation, the Federation representative shall not be a subject of the same investigation as the employee being interviewed.

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

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

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

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

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

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

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

ARTICLE 16
SETTLEMENT OF DISPUTES

1. Scope of Grievance Procedure:

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

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

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

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

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

2. Grievance Procedure:

Should an employee believe that their rights under a specific provision of this Agreement have been violated, the matter shall be reported by the employee to their supervisor, within ten (10) working days of the date the employee knew or reasonably should have known of the occurrence giving rise to the grievance. If the grievance is

against the employee's direct supervisor, the employee may elect to file the grievance with the District Manager. The parties will attempt to resolve complaints informally prior to filing a formal grievance.

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

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

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

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

C. Step 3: If the grievance has not been settled, it may be presented in writing by the Federation representative to Labor Relations within ten (10) working

days from the date of such response. Labor Relations or their designee shall respond to the Federation representative in writing within ten (10) working days.

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

3. Arbitration:

A. Within ten (10) working days after notice has been given, the Federation shall request the State Employment Relations Board to provide a panel of nine (9) Oregon/Washington arbitrators. A flip of the coin shall determine which party shall strike first. The parties shall each alternately strike two (2) names. The remaining name on the list shall be the arbitrator. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the specific alleged violation occurred and to resolve the grievance within the terms of this Agreement.

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

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

D. If the arbitrator is faced with a question of arbitrability at the arbitration hearing, then the arbitrator shall be obligated to first hear arguments and evidence and decide that question. If the arbitrator affirmatively decides the question of arbitrability in favor of arbitration, then the arbitrator may hear arguments and

evidence on the merits of the grievance. If requested by either the Federation or the County, the hearings for a question of arbitrability shall be held separately from any hearing on the merits of the grievance. The decision(s) of the arbitrator shall be binding on both parties to this Agreement.

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

F. If the parties mutually agree to oral closing arguments, the parties may also mutually agree in writing to have the arbitrator issue an oral bench decision. The oral bench decision shall be recorded and transcribed by the parties as the formal record of the arbitration. The arbitrator shall issue the oral bench decision within two (2) hours of the conclusion of the arbitration hearing unless extended by mutual agreement of the parties.

4. County Grievances:

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

5. Time limits:

Failure on the part of the respondent to reply in accordance with the time limits specified in this Article shall allow the moving party, if it so chooses, to move the grievance to the next step of the grievance procedure. Failure on the part of the moving party to process grievances within the time limits at any step in accordance with the provisions of this Article shall constitute a waiver of the grievance. The time

limits and procedures specified in this Article may be extended or waived by written mutual agreement of the parties. An employee or Federation grievance may be terminated at any time upon receipt of a signed statement from the Federation that the matter has been resolved.

6. Unfair Labor Practices:

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

ARTICLE 17

WORKLOAD / TRAINING / PERFORMANCE EVALUATION

1. Workloads and Standards:

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

2. Employee Development and Training:

A. Mandatory Training:

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

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

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

B. Non-Mandatory Training:

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

C. Travel and Training

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

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

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

3. Performance Evaluation:

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

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

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

D. Employee and supervisor signatures may be electronic.

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

ARTICLE 18
GENERAL PROVISIONS

1. No Discrimination

A. Contractually Prohibited Discrimination

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

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

B. Legally Prohibited Discrimination and County Complaint Procedure:

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

2. No Prejudicial Harassment

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

B. Sexual Harassment Prohibited: No employee(s) shall be subjected to un-welcomed sexual advances, requests for sexual favors, or any form of verbal or

physical conduct of a sexual nature that is offensive, hostile or intimidating that interferes with the work performance of such employee(s).

3. Federation Member Rights:

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

A. Access to Workers:

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

B. Federation Negotiators:

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

C. Federation Business:

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

D. Communication with Members:

1. **Bulletin Boards:** The County agrees to provide suitable bulletin boards and allow convenient places within each work area for purposes of

communication with Federation members. The Federation shall limit its postings of notices and bulletins to such boards. All postings by the Federation shall be dated by the Federation posting member.

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

3. New Employee Orientation:

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

4. Rules:

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

employees shall be provided a copy of the rules at the time of hire.

5. Changes in Existing Conditions:

A Policy Revision Committee shall be established to discuss and review proposed changes to Department of Community Justice policies that directly affect members of the Federation. The Federation shall appoint two (2) members to the Committee to attend meetings held by the Policy Revision Committee without loss of pay. The appointees shall be authorized to speak on behalf of the Federation and to bind the Federation. If both the Federation appointees agree to any policy change, the County shall have no further obligation to bargain the proposed changes with the Federation. In the event the Federation appointees do not agree and the matter involves a mandatory subject of bargaining or the impact of a mandatory subject of bargaining under the PECBA, the County and the Federation agree to bargain in accordance with the PECBA. Nothing in this Agreement prevents the County from implementing permissive subjects of bargaining that do not impact a mandatory subject without bargaining. The County's agreement to discuss potentially permissive subjects does not render the matter a mandatory subject of bargaining nor does it compel either party to make concessions.

6. Loss of Personal Property

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

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

7. Labor Management Committee:

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

8. Public Records Requests:

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

ARTICLE 19
SAFETY AND HEALTH

1. Facility Standards Maintenance:

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

2. Safe Place of Employment:

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

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

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

4. Personal Protective Equipment (PPE):

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

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

C. Medically Required Personal Protective Equipment:

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

5. Vehicles:

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

6. Firearms:

Employees may carry their Department issued firearm with badge visible, while in a DCJ field office or other location as designated by the Assistant Director and not engaged in active field work without all of their other safety equipment. The Department shall designate the required holsters for concealed and unconcealed carry, whether in the office or the field. Employees may carry their firearm unconcealed in the field while wearing all required duty gear including apparel clearly marked "Parole Officer" on the back with the department badge clearly displayed.

The County will provide safe and secure storage for firearms at the employee's assigned work location.

7. Reimbursements

Glasses, contact lenses and clothing that are lost or damaged in the line of duty shall be replaced at no cost to the employee.

A. Clothing and Footwear Allowance

The County will reimburse an employee up to three hundred and fifty dollars (\$350) per fiscal year for field-related work boots and clothing that are required for the job, subject to supervisor approval.

B. Bed Bugs

The County will reimburse an employee up to five hundred dollars (\$500) for the cost of eradicating bed bugs from their home and personal property as well as up to three (3) paid leave days to deal with the infestation. To be eligible for both the reimbursement for eradication and paid leave time, it must be documented including verification from a secondary source that the employee came into contact with bed bugs in the line of duty.

ARTICLE 20
DEFENSE OF CIVIL CLAIMS

1. **Legal Defense:** The employer shall provide legal counsel to any current or former employee in connection with any civil action brought against them arising out of the performance of their duties in accordance with ORS 30.260 – 30.300 (Oregon Tort Claims Act). Employees will be made aware of any claim or action involving the employee within a reasonable amount of time after the County Attorney's Office (CAO) becomes aware of such claim or action; provided, however, that such notice will not be given more than fifteen (15) days from the date the Department is made aware of such action.
2. An employee who is a named defendant shall be notified by the Department of Community Justice (DCJ), and provided a copy of the complaint, within five (5) business days after the CAO has notified DCJ of such claim or action.
3. Upon written request by an employee involved in such claim or action, the County shall provide copies of information, related to the employee's involvement in such claim or action, to the requesting employee.

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.

ARTICLE 22
PENSIONS

1. Pension:

A. PERS/OPSRP Membership: Employees shall be eligible for participation in the Oregon Public Employees Retirement System (PERS) (coverage for Police Officers and Firefighters) and the Oregon Public Service Retirement Plan (OPSRP) (coverage for Police Officers and Firefighters), pursuant to ORS Chapters 237, 238, and 238A and subject to the terms and conditions of the Agreement, dated January 22, 1982, integrating the Multnomah County Employees' Retirement System and PERS, such Agreement having been entered into between the Oregon Public Employees' Retirement Board and Multnomah County pursuant to the former provisions of ORS 237.051 (now ORS 238.680).

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

1. The County shall "pick-up" the employee contribution to PERS, six percent (6%), as permitted by ORS 238.205. The parties acknowledge that the pick-up payment is inapplicable to employees who are not PERS members due to insufficient service. Pursuant to ORS 238.205(5) and (6), the parties agree and acknowledge that employee compensation was reduced in order to generate the funds needed to make these employee contributions to the employee accounts; the employer will file any required notices with the Public Employees Retirement Board.

2. OPSRP "Pick-Up"

The County shall "pick up" the employee contribution to OPSRP as permitted by ORS 238A.335(1). Pursuant to ORS 238A.335(2)(a) and (3), the parties agree and acknowledge that employee compensation was reduced in order to generate the funds needed to make these employee contributions to the employee accounts; the employer will file any required notices with the Public Employees Retirement Board.

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

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

2. Retiree Health Insurance:

A. Definitions: For purposes of this section, a "retiree" refers to a person who was eligible to initiate a PERS pension upon separation from the County and, at the time of retirement, occupied a position covered by this bargaining unit. For purposes of this section, a "member" refers to an active employee(s) in a position covered by this Agreement.

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

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

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

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

1. Payment at fifty (50): If retiree is fifty (50) years old and has thirty (30) years of continuous County service, the County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of the retiree and their eligible dependents, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier.

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

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

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

3. Payment at Any Age: If a retiree has ten (10) years of continuous County service immediately preceding approval for PERS disability retirement regardless of age, the County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of the retiree and their eligible dependents until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier.

4. Grandfathering Provision:

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

a. The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and their eligible dependents from

the retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had:

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

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

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

H. Requirement to Continuously Participate:

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

2. A retiree will be allowed an opportunity to leave County medical and County dental coverage one time each and then opt back onto a County plan. To receive this benefit, the retiree must demonstrate continuous coverage under another

dental or under a medical plan that meets the Minimum Essential Coverage (MEC) as defined under the Affordable Care Act (ACA) and is not coverage in the individual market. The retiree must enroll within sixty (60) calendar days of loss of coverage. The effective date of coverage will be the first day of the month on or after receipt of all enrollment forms and documentation.

3. Payments by retirees of their portion of the monthly premiums under this section shall be timely if the retiree has directed PERS to regularly deduct their portion of the monthly premium from their pension check and remit the proceeds to the County's collection agent, or if the retiree has directed the County's collection agent to invoice or electronically transfer funds (EFT) from their account. The Central Human Resources Division shall inform the retiree at the time they sign up for continued medical insurance coverage of the identity and address of the County's collection agent and shall thereafter inform the retiree of any change in collection agent at least forty-five (45) days prior to the effective date of such change.

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

ARTICLE 23**MODIFICATION OF WORK PERFORMED: CONTRACTING**

1. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in layoff of any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision shall not apply to contracting out or subcontracting work when such was anticipated and considered as part of the budgeting process and when the Federation Representative and/or President have been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual executive budget or formal Board consideration of budget modifications.
2. The County agrees to meet with the Federation to discuss the effect of proposed contracting out or subcontracting prior to the presentation of the proposal to the County Chair or Board for formal Action.
3. The County further agrees to meet with the Federation at its request to explore the alternative work force reduction by attrition. The County also agrees that to the extent practicable transfers shall be made to open vacancies and re-employment of employees affected by such action shall occur for as long as they are so qualified in accordance with established layoff guidelines. The Federation agrees to assist the County in minimizing the impact on such affected employee(s).

ARTICLE 24
SHIFT AND WORK ASSIGNMENT

1. Vacancy: A vacancy shall exist when:

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

B. Additional budgeted positions are allocated;

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

D. When an employee is on unpaid leave that will exceed ninety (90) days. Management shall determine whether any of the conditions cited above create a vacancy within ten (10) calendar days of that condition's occurrence.

2. Regular Employee Temporary Work Assignments:

A. One hundred eighty (180) Days or Less (Temporary Assignments)

& Employee Rotation Plans:

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

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

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

b. The terms and criteria of the rotation plan shall apply to all

employees in the affected job classification within a work unit or work units.

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

3. Regular Employee Shift/Work Assignment: A regular vacancy is a vacancy determined by management to be for a duration of over six (6) months. Whenever there is one (1) or more work assignment within the same job classification within a work unit, regular vacancies shall be filled in the following manner:

A. Management will provide employees a notice of such vacancy, the person to contact, and the deadline for consideration, which shall be ten (10) calendar days following the notice.

B. The vacancy shall be filled by a regular employee on the basis of seniority provided the employee is able to perform the work in question and has indicated their preference in writing. An employee who accepts a vacant position shall be transferred to that position within thirty (30) calendar days of acceptance. If an employee is not transferred within this timeframe, they shall remain in their current position as a temporary assignment for no longer than 150 days. Exceptions to seniority preference assignment may be made in the following situations:

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

a. Employee must have successfully completed their trial service period.

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

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

d. Training history and/or certification that demonstrate a

willingness to participate in ongoing training in order to maintain proficiency and expertise.

e. Required certification, such as CADAC, Mental Health licensure or Alcohol/Evaluation certification.

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

g. The position is designated to require knowledge, skills or abilities that are not easily learned on the job within ninety (90) days.

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

D. In the event no expression of preference exists for a shift or work assignment, management may fill a vacancy with a trial service employee or the least senior qualified regular employee in the work unit. Involuntary changes in shift assignment shall require ten (10) calendar days advance written notice to the affected employee.

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

4. Trial Service Periods:

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

management.

5. Work Unit and Work Assignment Determination and Specification

A. Departmental Determination:

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

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

6. Designated Work Assignments

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

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

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

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

3. Available vacancies are frozen.
4. No volunteers are solicited because all of the Designated Work Assignments are being moved from the geographic location.
5. Per Article 24, Section 5.A, impacted PPO(s) are given no less than thirty (30) calendar days of advanced notice of geographic location move.
6. Impacted PPO(s) are given preference in order of PPO seniority to move into a frozen vacancy or move to the new geographic location with their current work assignment.
7. Vacancies are unfrozen once the impacted PPO(s) have made their decision(s).
8. The movement of PPOs and Designated Work Assignments is implemented no less than thirty (30) calendar days following the initial written notification.
9. If impacted employees elect to fill a frozen vacancy rather than move with their work assignment, the relocated work assignments may be filled in accordance with Article 24, Section 2 or Article 24, Section 3, above.

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

1. The Designated Work Assignment(s) and location are identified. (For example, one out of three MTEA sex offender Designated work assignments are being moved to MTSW).
2. The impacted PPO(s) are identified by the least senior PPO within the Designated Work Assignment, within the impacted geographic location.
3. Available vacancies are frozen.
4. Volunteers are solicited within the effected Designated Work Assignment (For example, volunteers are solicited from only the MTEA sex offender PPOs).
5. Per Article 24, Section 5.A, above, impacted PPO(s) are given no less than a thirty 30 calendar days' notice of geographic location move.

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

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

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

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

7. Trial Service Employee Assignment

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

8. Transfers for Safety:

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

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

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

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 2027, 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.

ADDENDUM A
WAGES

1. Effective July 1, 2024, the rates and ranges of employees covered by this Agreement shall be increased by a three and one-half percent (3.5%) market adjustment and a four and three-tenths (4.3%) COLA .

ADDENDUM A – TABLE I, WAGES

Base Hourly Rates Effective July 1, 2024 – 7.8% Pay Increase (Note: 1% of Base Wages will be contributed to a VEBA account per Article 11, Sec. 1.D)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Parole and Probation Officer	\$38.74	\$40.67	\$42.66	\$44.80	\$47.06	\$49.41

ADDENDUM B
LEAD WORKER ASSIGNMENT AND PAY

1. Duties Defined:

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

2. Assignment, Selection, Modification, and Termination:

Assignment and selection of Lead Workers shall be at the sole discretion of the County. Lead worker assignments for over sixty (60) continuous days will be posted in the affected designated work assignment or unit for no less than five (5) work days. Employees in the designated work assignment or unit interested in the lead worker assignment shall submit a letter of interest to the unit manager or Human Resources and will be considered for the assignment through an interview process. An employee assigned as a Lead Worker for six (6) months or more shall be given ten (10) calendar days' notice prior to the termination of such an assignment unless the duration or end date of the assignment was designated at the time the Lead Worker assignment was made. Termination of the assignment shall be at the sole

discretion of the County. A copy of the termination notice will be simultaneously given to the Federation. Significant modifications of Lead Worker duties deemed by the County to warrant a modification in the amount of compensation shall also be with ten (10) day's notice, with notice to the Federation of such change. All lead worker assignments will be reviewed for continuation at least once every two (2) years.

3. Pay:

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

ADDENDUM C
SENIORITY LISTING

FOPPO Seniority List

April 1, 2025

<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	6700	Steven Padilla	1/2/1992	1/7/1990
2	1487	Debbie Mitchell	1/27/1997	6/10/1995
3	4633	Lisa Mc Innis	2/2/1998	11/2/1994
4	1118	Jennifer Reiser	3/3/1998	11/29/1993
5	6605	Alan Trautwein	4/1/1998	7/12/1996
6	3637	Dane Warnke	6/1/1998	10/11/1993
7	4595	Tracey Madsen	7/20/1998	1/5/1998
8	4088	Brenda Bunce	9/1/1998	9/1/1998
9	3493	Scott Nielsen	10/5/1998	3/7/1994
10	935	Laurie Calderbank	5/6/2000	5/6/2000
11	7505	Jani McCord	2/1/2001	2/1/2001
12	7508	Thomas White	2/12/2001	2/12/2001
13	5819	Hiedi Lesh	2/28/2001	8/27/1997
14	7797	Tomasina	11/10/2001	8/19/2001
		Tavai-Porotesano		
15	3702	Jodi Leahy	11/26/2001	12/2/1997
16	5746	Charles Adler	12/14/2001	12/14/2001
17	1372	Carmen Montano	10/26/2002	4/16/2000
18	4471	Joshua Sandberg	12/29/2002	11/3/1997
19	3619	Chelsea Fonua	6/1/2004	11/20/1998
20	6193	Leslie Dewar	10/29/2004	12/29/1998
21	10055	Jerry Garza	1/31/2005	1/31/2005
22	1374	Kerrie Behrman	2/15/2005	2/15/2005
23	4706	Jolyn Roy	9/26/2005	1/4/1999
24	7439	Kristina Radich	10/29/2005	7/23/2001
25	1732	Thanh Vu	4/5/2006	10/30/1999
26	4942	Nadine Purington	4/12/2006	7/29/1998
27	11132	Gina Meza	1/31/2007	1/31/2007
28	11398	Monika Rystwej	8/26/2007	8/26/2007
29	11566	Linda Wollstein	10/4/2007	10/4/2007
30	11731	Barbara Fletcher	1/16/2008	1/16/2008
31	8134	Jessica Harrison	2/4/2008	2/4/2008

32	10967	Jodell Wright	3/19/2008	3/19/2008
33	3219	Jay Burke	8/16/2008	11/15/1999
34	14072	Tiffany Hopwood	1/9/2012	1/9/2012
35	14375	Tosha Vanderburg	10/8/2012	10/8/2012
<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>
36	9110	David Main	11/20/2012	1/21/2009
37	12471	Colleen Kim	6/3/2013	1/5/2009
38	15052	Rochelle Reed	7/15/2013	7/15/2013
39	15046	Andrew Skidmore	7/15/2013	7/15/2013
40	9227	Erik Zilz	8/19/2013	8/19/2013
41	7000	Kelly Johnson	9/25/2013	9/25/2013
42	15337	Flemming Greene	11/12/2013	11/12/2013
43	15377	Matthew Scott	12/2/2013	12/2/2013
44	15392	Harley Earl	12/10/2013	12/10/2013
45	15443	Jacob Skokan	1/13/2014	1/13/2014
46	15099	Kristin Casey	6/24/2014	8/12/2013
47	15928	Stephanie Allen	8/18/2014	8/18/2014
48	15927	Jeff Garvin	8/18/2014	8/18/2014
49	1344	Paul Lively	9/5/2014	9/5/2014
50	16140	Erik Plaza	10/6/2014	10/6/2014
51	4463	James Sandberg	10/20/2014	10/20/2014
52	15423	Joelle Smykowski	12/3/2014	1/3/2014
53	16387	Amy Veters	2/5/2015	2/5/2015
54	15981	Matthew Baxter	3/23/2015	9/5/2014
55	17094	Laura Hastings	11/9/2015	11/9/2015
56	17090	Brandon Taylor	11/9/2015	11/9/2015
57	16730	Kevin Novinger	2/16/2016	2/16/2016
58	17354	Maria Randall	3/21/2016	3/21/2016
59	15044	Sanya Weber	7/1/2016	8/28/2014
60	16532	Joseph Wenhold	10/12/2016	4/13/2015
61	17943	Lea Beckwith	10/24/2016	10/24/2016
62	10346	Jamie Cruz	12/14/2016	9/6/2005
63	18124	Vannak Kong	2/6/2017	2/6/2017
64	7412	Linda Nguyen	8/16/2017	8/19/2013
65	14992	Ann Beckman	9/6/2017	9/6/2017
66	10044	Laura Vejar	2/26/2018	3/20/2005
67	15480	Rodney Sofich	2/26/2018	4/7/2014
68	17813	Kari Page	2/26/2018	11/28/2017
69	18843	Eileen Bailey	2/26/2018	2/26/2018
70	16227	Molly Seel	4/16/2018	4/16/2018
71	11889	Shryvonne McGee	10/17/2018	4/10/2008
72	13071	Stephanie Jackson	11/1/2021	7/18/2011
73	14579	Amanda Miller	11/1/2021	6/24/2013

ADDENDUM C, SENIORITY LISTING

74	15706	Dorcie Johnson	11/1/2021	5/29/2014
75	32619	Juan Cornejo	11/1/2021	11/1/2021
76	29592	Journey Pearce	11/1/2021	11/1/2021
77	16388	Amie Kellogg	2/10/2022	2/10/2022
78	18729	Shalae Moore	8/8/2022	12/20/2017
<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>
79	28082	Jacqueline Jones	8/8/2022	4/6/2020
80	34993	Zachary Baier	8/8/2022	8/8/2022
81	27113	Ben Phillips	8/8/2022	8/8/2022
82	34978	Jamie Robinson	8/8/2022	8/8/2022
83	18786	Whitney Zacarias Silva	8/8/2022	8/8/2022
84	36225	Elmer Yarborough	2/24/2023	2/24/2023
85	37908	Marissa Dunne	6/30/2023	6/30/2023
86	11683	Patricia Sylvester	12/18/2023	8/2/2019
87	19254	Mikel Rusk	1/2/2024	9/10/2018
88	39345	Daniel Spring	1/2/2024	1/2/2024
89	16645	Franklin Bourette	4/22/2024	12/26/207
90	30796	Jordan Niles	5/20/2024	4/1/2022
91	40533	Paula Ferguson	5/20/2024	5/20/2024
92	40532	Craig Baumbach	5/20/2024	5/20/2024
93	40655	Kier Gunnells	5/20/2024	5/20/2024
94	18429	Krista Richey	2/3/2025	7/17/2017
95	42656	Jesus Cruz-Carrasco	2/3/2025	2/3/2025

ADDENDUM D
DRUG AND ALCOHOL POLICY

1. Drug Free Workplace Act:

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

2. Holders of Commercial Drivers Licenses:

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

3. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

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

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

B. Work Rules:

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

Employees shall:

a. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place

except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes; supervisors must be notified when such containers are brought to the work place. The "work place" includes County vehicles and any other vehicle while being used for County business.

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

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

d. Not possess or consume prescription medications without a valid prescription.

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

Employees shall:

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

b. Not use or distribute alcohol without authorization.

3. Fitness for duty:

Employees shall:

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

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

c. Comply with legally mandated occupational requirements, whether or not they are specifically included in this policy. For example, by law

holders of CDLs may not perform safety sensitive functions, such as driving, at or above the .02% level.

d. Not be absent from work because of the use of alcohol or illegal drugs, or because of the abuse of prescription or non-prescription medications, except when absent to participate in a bona fide assessment and rehabilitation program while on FMLA and/or OFLA leave.

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

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

4. Cooperation with Policy Administration

Employees shall:

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

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

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

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

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

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

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

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

C. Levels of Discipline:

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

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

3. The Parties acknowledge that, all other things being equal, certain duties imply a higher standard of accountability for compliance with the

requirements of this policy than others. These duties include, but are not limited to, the following:

- a. Carrying firearms,
- b. Work in the criminal justice system,
- c. Responsibility for public safety or the safety of co-workers,
- d. Handling narcotics or other controlled substances,
- e. Handling hazardous equipment or materials,
- f. Influencing the behavior of minors, and
- g. Holding a Commercial Driver's License.

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

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

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

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

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

b. The offer of a Last Chance Agreement will not set precedent for the discipline of other employees in the future. Any discipline

incorporated in a Last Chance Agreement may not be grieved under the provisions of Article 16, Settlement of Disputes.

D. Mandatory Assessment and Treatment:

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

2. The County will verify employees' attendance, and that the assessment and treatment have been completed. This verification and any other information concerning alcohol and drug dependency will be treated as confidential medical information per applicable state and federal law and County Administrative Procedures.

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

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

E. Return to Work Testing:

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

4. Testing:

A. Basis for Testing:

1. All employees may be tested:

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

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

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

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

B. Establishing Reasonable Suspicion:

1. Definition:

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

2. Supervisory training:

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

3. Lead Workers:

Lead Workers who oversee day to day work activities are "supervisors" for the purposes of establishing reasonable suspicion and directing employees to be tested on that basis. This provision applies to lead workers who supervise or act as lead workers as part of their job description, (such as Corrections

Records Supervisors and Maintenance Crew Leaders), as well as to those who receive premium pay under Addendum B, Lead Worker Assignment and Pay.

4. Additional precautions:

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

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

b. The supervisor shall provide upon request within forty eight two (2) working days of the oral determination of "reasonable suspicion" a written specification of the grounds for reasonable suspicion; and

c. Except in field or shift circumstances, which render contact difficult, no supervisor shall refer an employee for a drug or alcohol test based on "reasonable suspicion" unless the supervisor has consulted with another supervisor or exempt person regarding the grounds for the suspicion.

C. Testing Methodology:

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

1. Drug Testing

a. Drug tests are conducted using urine specimens. In accordance with CDL standards, the County will contract with a medical doctor trained in toxicology to act as an MRO (Medical Review Officer). In the case of positive tests, the MRO will attempt to contact employees to review preliminary positive test results with employees and any relevant health care providers before the results are reported to the County. Based on the MRO's professional judgment, the MRO may change the preliminary test result to negative. The County will not be able

to distinguish a test result that is negative by MRO intervention from any other negative result.

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

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

ii. Appeals.

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

2. Alcohol Testing

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

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

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

5. Definitions:

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

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

C. County: Multnomah County, Oregon.

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

E. Drug Test: A laboratory analysis of a urine sample to determine the presence of certain prohibited drugs or their metabolites in the body.

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

G. Medical Review Officer (MRO): A medical doctor trained in toxicology who contracts with employers primarily to review positive preliminary drug test results with employees. The MRO determines whether or not the results are likely to have been caused by factors other than drug abuse.

H. On Duty: The period of time during which an employee is engaged in activities which are compensable as work performed on behalf of the County, or the period of time before or after work when an employee is wearing a uniform, badge, or

other insignia provided by the County, or operating a vehicle or equipment which identifies Multnomah County.

I. Prescription Medication: A medication for which an employee is required by law to have a valid, current prescription.

J. Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol: See "Section 4. B. 1. a" above.

K. Substance Abuse Professional (SAP): A licensed physician, or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

L. Under the Influence of Alcohol: See "Section 3. B. 3" above.

M. Under the Influence of Drugs: See "Section 3. B. 3" above.

6. Sample Last Chance Agreement

LAST CHANCE AGREEMENT

The following agreement is entered into between Multnomah County, FOPPO and the Employee. Failure on the part of the employee to meet the expectations below will result in the termination of their employment with the County.

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

2. I agree to comply with and complete the conditions of my "Treatment Plan", which may include participation in a maintenance or aftercare program, as recommended by my treatment counselor. If I must be absent from my aftercare or maintenance program, I must notify the County. The County has my permission to

verify my attendance at required meetings. If I do not continue in the or maintenance program, I understand that my employment will be terminated.

3. I understand that the signing of this agreement shall allow the County the right to communicate with my physician and/or counselors regarding my status and progress of rehabilitation and aftercare. I further agree to sign any authorization or release of information necessary to allow for such communication.

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

5. I agree to return to work upon successful completion of an alcohol/drug rehabilitation program if my substance abuse counselor requires inpatient treatment. If enrolled in outpatient treatment, I may return when I am substance free and in good standing in my maintenance program, at such time as recommended by my treatment counselor.

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

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

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

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

Disciplinary Action

I understand that the disciplinary action imposed in the attached letter may not be grieved under the grievance procedure in the Federation of Oregon Parole and

Probation Officers' contract and that if I violate this Last Chance Agreement FOPPO will not grieve my violation.

Personal Commitment

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

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

(Employee)

(Date)

(Managerial

Employee

with

(Date)

Disciplinary Authority)**

(FOPPO Representative)

(Date)

(Employee's

Immediate

Supervisor***)

(Date)

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

Footnotes:

- * Necessary only if terms of the Labor Agreement are waived or excepted.
- ** Always necessary.
- *** Optional in cases in which immediate supervisor does not have termination authority.

ADDENDUM E
TEMPORARY EMPLOYEES

The Department agrees to the following terms concerning its usage of temporary employees:

1. Temporary parole officers shall meet Multnomah County Parole and Probation Officer minimum qualifications.
2. An Additional background check will be performed that meets DPSST standards prior to assignment.
3. A temporary identification card will be provided to the employee.
4. No badge will be assigned to a temporary employee.
5. Temporary employees will be used in accordance with Article 1, CBA.
6. Temporary employees will be provided orientation with CJM, including review of Parole and Probation officer policies and Probation/Parole Officer Requirements for Temporary Assignments and Temporary Employments.
7. Temporary employees will be sworn in by the Assistant Director or designee.
8. CJMs will conduct an exit performance evaluation on Temporary PPOs at the end of each assignment.
9. Temporary Employees will not be approved for a schedule or telework agreement that a regular PPO would be denied.

The Department agrees that temporary parole officer duties are enumerated, but not limited to, the duties outlined below.

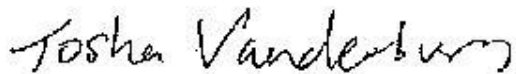
1. Signing of affidavits requesting warrants from the Court.
2. Imposing of sanctions and interventions with manager or designee signature.
3. Filing of detainers with manager or designee signature (not on after-hours call list).

The Department and FOPPO agree that the following are prohibited duties for temporaries:

1. No field work.
2. No arrests or assisting with arrests. All arrests have to be approved by the CJM or Lead PPO.
3. No searches or assisting with searches.
4. Not authorized to carry a firearm, ASP baton or OC Spray.
5. Not authorized to use of force above officer presence and verbal commands except in exigent circumstances.
6. May not accumulate more than 3,120 total hours working as a temporary Parole and Probation Officer. Hours accumulated while filling behind an employee on protected leave shall not count toward the 3,120 total hours.
7. The Department and FOPPO agree that the Department's goal each year will be to continue hiring and training qualified full-time regular employees by maintaining an ongoing recruitment and hiring process whenever the department does not have a full complement of regular FTEs and to limit the use of temporary employees in covering shortages in staffing.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 1st day of May, 2025.

FEDERATION OF OREGON
PAROLE AND PROBATION
OFFICERS

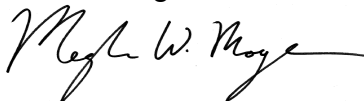


Tosha Vanderburg, President

MULTNOMAH COUNTY, OREGON



Jessica Vega Pederson, County Chair



Meghan Moyer, Commissioner, District 1



Shannon Singleton, Commissioner, District 2



Julia Brim-Edwards, Commissioner, District 3



Vince Jones-Dixon, Commissioner, District 4

NEGOTIATED FOR THE COUNTY BY:



Matt Davies
Labor Relations Manager
Department of County Management

REVIEWED:

Kathy Short, County Attorney
For Multnomah County, Oregon:



By: Kathryn A. Short
Deputy County Attorney