2025-2028

AGREEMENT

between

Multnomah County,

Oregon and

Multnomah County Corrections
Deputy Association

2025-2028

AGREEMENT

BETWEEN

MULTNOMAH COUNTY,

OREGON AND

MULTNOMAH COUNTY CORRECTIONS DEPUTY

ASSOCIATION MCCDA

LABOR RELATIONS SECTION

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Between

MULTNOMAH COUNTY, OREGON

And

MULTNOMAH COUNTY CORRECTIONS DEPUTY ASSOCIATION

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as "the County", the Multnomah County Sheriff, hereinafter referred to as the "Sheriff," and the Multnomah County Corrections Deputy Association, hereinafter referred to as "MCCDA."

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 providing ever improving services to the people of Multnomah County that can be characterized as fair, economical and beneficial to the quality of life in this community.

ARTICLE 2

DEFINITIONS

1. For purposes of this Agreement, "probationary employee" means a permanent employee serving a twelve (12) month period to determine their suitability for continued employment. Such probationary period shall begin on the date of appointment from a list certified by the County. When a temporary employee becomes a permanent employee, time spent in temporary status shall apply to the probationary period, provided that the job classification is the same, the job responsibility is substantially the same, and there is no break in service.

2. For purposes of this Agreement, "supervisor" or "supervisory employee" as defined in ORS 243.650 - 243.782 means an individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or having responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection therewith, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

3. For purposes of this Agreement, "permanent employee" means an employee who following an examination process is appointed from a list of eligibles certified by the County to fill a budgeted position; provided that a permanent employee shall retain such status upon temporary or permanent transfer, promotion, or demotion.

4. For purposes of this Agreement, "temporary employee" is any non-permanent employee who has worked less than six (6) months.

5. For purposes of this Agreement, "day" as used in this Agreement shall mean

calendar days unless otherwise specified.

6. For purposes of this Agreement, "hours of assigned work" shall be termed "G" shift, "C" shift, "E" shift and "relief" shift and shall be defined as follows:

A. "C" shift: any work period which starts between 4 a.m. and 12 noon;

B. "E" shift: any work period which starts between 12 noon and 8 p.m.;

C. "G" shift: any work period which starts between 8 p.m. and 4 a.m.;

D. "Relief" shift: any full time work schedule which includes more than one (1) of the above work periods or has start times within the FLSA work week schedule which differ by more than two (2) hours or more.

ARTICLE 3

RECOGNITION

The County recognizes the Association as the exclusive representative for the purpose of establishing wages, hours and conditions of employment for the Corrections Officers' bargaining unit. The parties recognize that the unit was certified October 11, 1984, by the Employment Relations Board as being composed of all permanent and probationary, non-supervisory Corrections Officers in the Multnomah County classified service (Corrections Officer and Corrections Officer Supervisor [Sergeant]) excluding ranks of Lieutenant and above and temporary employees (i.e., employees not appointed pursuant to Multnomah County Code 9.120(C) from a certified list of eligibles and who have served less than six (6) months). "Supervisory employee" as used above shall be defined in ORS 243.650.

The positions covered by this Agreement are listed in Addendum A-1 attached hereto and made a part hereof.

ARTICLE 4

MANAGEMENT'S 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 MCSO, 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, to determine work schedules and assign work and any other such rights, insofar as these rights do not affect the meaning, interpretation or application of any other terms of 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

ASSOCIATION SECURITY

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

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

ARTICLE 6

CHECK OFF

1. The County agrees to deduct once each pay period: The MCCDA membership dues of those MCCDA members who individually request such deductions in writing. Such requests shall be submitted to: dcm.central.payroll@multco.us by either the member or a MCCDA representative.

2. The County agrees to furnish the MCCDA each month a listing of: (A) all new employees hired into the bargaining unit during the month; (B) all employees who terminated during the month; (C) all employees in the bargaining unit for whom dues were deducted during the month; and (D) all employees in the bargaining unit for whom no dues were deducted during the month. Such listing shall contain the names of the employees, along with their job description, work locations, cell phone number, personal email address, and home addresses, if the County has such information in its official system of records. The County will notify the MCCDA of the date and time of each new employee orientation session and grant the Union 30 minutes during the session to provide new employees information about union membership. The County will provide paid release time for an MCCDA representative to attend the orientation session.

3. The MCCDA agrees to indemnify and hold harmless the County for any loss or damage arising from the operation of this article, excluding the cost of the County's defense to enforce this provision. In the event that any administrative agency or court with jurisdiction over this agreement declares that any part of this article is invalid and/or order reimbursement of dues or fees collected by the County to an employee, the MCCDA shall be solely responsible for such reimbursement, provided the County has acted in good

faith in the collection of such payments, and the parties will commence fast-track bargaining pursuant to ORS 243.698 to negotiate a substitute dues deduction provision.

4. This article shall remain in effect regardless of the duration and termination provisions set forth in Article 24.

ARTICLE 7

NO STRIKE AND NO LOCKOUT

No employee covered by this Agreement shall engage in any work stoppage, slow-down, picketing (except informational picketing), or strike at any County facility or at any location where bargaining unit work is required during the life and duration of this Agreement. If any such work stoppage, slow-down, picketing, or strike shall take place, the Association will immediately notify such employees so engaging in such activities to cease and desist.

Employees in the bargaining unit, while acting in the course of their regular employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line for the purpose of performing work which does not properly fall within the scope and jurisdiction of this Association, and the job duties normally performed by members of this bargaining unit. Any employee engaging in any activity in violation of this Article may be subject to immediate disciplinary action including discharge. Such discipline shall require written notification before the action is taken and afford the employee the protections set forth in Articles 18 and 19 of this Agreement. There will be no lockout of employees in the unit by the County as a consequence of any dispute during the life and duration of this Agreement.

ARTICLE 8

HOLIDAYS

1. Holidays and Holiday Pay. Any day the President and/or Governor of Oregon declares a holiday for all public and private sector employees shall be recognized and observed as a paid holiday. In lieu of any other specific, recognized or observed holidays, each employee shall be credited with thirteen (13) personal holidays per year at the commencement of each fiscal year and the employee shall receive one (1) day's pay at the straight time rate for each of the holidays selected on which the employee performs no work. It is understood that one of these personal holidays is in recognition and celebration of the contribution of Martin Luther King to the people of the United States. An employee hired subsequent to July 1 of a fiscal year shall be credited one (1) day's pay of personal holiday time for each month remaining in the fiscal year. One day shall equal the number of hours the employee is regularly scheduled to work.

If an employee is scheduled to work New Year's Day, Independence Day, Thanksgiving Day or Christmas Day the employee shall be paid one and one-half (1.5) times the employee's regular rate for working the holiday. With the approval of the Chief Deputy, Christmas Day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for, or works on December 25th as a non-holiday at the straight time rate. The employee must request such holiday trade in writing during the month of July each year prior to the requested trade. If the employee has remaining personal holidays, whether the employee works a regular shift only, an overtime shift only, a regular shift and an overtime shift, or two (2) overtime shifts, the employee may either (a) designate and charge such work day as a personal holiday and be paid at the rate of two and one-half (2.5) times the regular rate or (b) opt to be paid one and one-half (1.5) times the employee's regular rate and use the employee's remaining personal holiday at a later time.

2. Taking of Holidays. Employees shall be allowed to use the personal holidays singly or consecutively and they may be used in conjunction with regularly scheduled vacations.

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

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

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

4. Unused Holidays. Personal holidays do not accrue on the same basis as

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

In the event of termination by resignation, lay-off, or discharge, holiday time will be compensated at the rate of one (1) day’s pay of straight time pay for each month worked during the current fiscal year, less the total hours of any personal holidays taken. Employees will not accrue personal holidays during a leave of absence without pay.

ARTICLE 9

VACATION LEAVE

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

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

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

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

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

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

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

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

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

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

After the vacation bid is complete, the vacation book will be open for all employees to submit requests for additional vacation time off in full day increments. Employees will be allowed to select vacation days from among the still-available vacation slots on a first come, first serve basis, provided that vacation time off is requested at least eight (8) hours before the start of the shift. Based upon the needs of the work unit, the employee's exempt manager may approve vacation requests submitted one (1) hour before the start of the shift.

3. Change of Scheduled Vacation. Once a vacation has been scheduled, neither the employer nor the employee may change the scheduled vacation without first giving three (3) days' notice to the other party of the change, except by mutual consent. This provision is not applicable to: (1) emergencies, or (2) situations where the employee has voluntarily transferred or has received a promotion since the vacation was scheduled. In situations where an employee has been involuntarily transferred, any vacation scheduled prior to the transfer shall not be changed.

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

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

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

ARTICLE 10

SICK LEAVE

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

A. When the employee is unable to work due to an off-the-job illness or injury.

B. When the employee's presence is actually needed to care for an ill or injured member of the employee's immediate family.

C. To attend the employee's own medical or dental appointments or when necessary to transport or accompany a member of the employee's immediate family to a medical or dental appointment, subject to the conditions set forth below.

D. For absences attributable to denied, deferred or disputed workers' compensation claims, in accordance with Article 13, Section 4 of this Agreement.

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

(1) Members of the employee’s immediate household;

(2) The employee’s spouse, parents, or children as defined in the federal Family and Medical Leave Act (hereafter referred to as the “FMLA”);

(3) The employee’s grandparents, grandchildren, or parents-in-law as defined in the Oregon Family Leave Act (hereafter referred to as “OFLA”);

(4) The employee’s domestic partner as designated in an Affidavit of Domestic Partnership on file with Employee Benefits; or

(5) The children, parents, grandchildren and grandparents of such

domestic partner, defined as if the domestic partner was the employee's spouse;

E. <u>For other absences in accordance with applicable law</u>

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

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

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

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

B. When the employee has called in sick without verification five (5) or more times for separate events in any six (6) month period, regardless of how the time is charged and the employee has been notified by a Facility Commander, Unit Commander or a Human Resources representative that such verification will be required for a period of up to six (6) months following the notice. This may be waived at the discretion of the County on a case by case basis.

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

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

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

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

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

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

D. In addition, all employees are expected to cooperate with efforts by the Sheriff's Office to ensure compliance with this Article. The obligation to cooperate includes, but is not limited to, the obligation to respond to requests for information regarding the reasons for absences and requests for medical verification, consistent with this Article. Failure to cooperate with efforts to ensure compliance with this Article will also be considered grounds for disciplinary action, up to and including discharge.

5. <u>Other Sick Leave Provisions</u>

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

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

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

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

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

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

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

9. Effective January 1, 2018, the first forty (40) hours of sick leave an employee uses in a calendar year shall be considered "hours worked" for the purpose of computing overtime.

10. Oregon Paid Family and Medical Leave. The employees may utilize Oregon Paid Family and Medical Leave in accordance with County policy and state law.

ARTICLE 11

OTHER LEAVES

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

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

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

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

4. Association Business

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

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

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

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

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

5. Educational Leave. After completing one (1) year of service, an employee upon request may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended upon the request of the employee when necessary. There will be no loss of seniority for up to one year of an educational leave.

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

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

advance from their pay or use other means to collect the amount of the advance.

7. Military Leave

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

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

8. Effect of Leaves on Time Exchange Repayments. An employee may work the first half of an approved time exchange prior to taking an authorized leave of absence and receive the benefit of the repayment portion of that exchange during their authorized leave if the trade was approved in advance by the employer in accordance and otherwise in conformance with any applicable time exchange policy in effect at the time the affected employees proposed the time exchange. Employees who plan to use time exchanges in

this manner at the time of the initial request for the exchange shall inform the manager to whom the request is submitted of this plan, specify the proposed dates for both portions of the time exchange, and (insofar as practicable) the anticipated start date of the leave. When such a time exchange is approved, the approving manager shall promptly notify the MCSO Payroll Supervisor in writing of the tentative plan, with a copy sent to the employee.

9. Bereavement Leave. An employee shall be granted three (3) calendar days' bereavement leave with payment at the regular rate of pay for working time missed during such three (3) calendar day period in the event of death in the immediate family of the employee. If such funeral is beyond three-hundred and fifty (350) miles from the City of Portland, Oregon, the employee may be granted up to three (3) additional days of paid leave for travel. Such leave with pay shall be for the purpose of making household adjustments or to attend funeral services. Bereavement leave will run concurrently with any additional bereavement leave an employee is entitled to receive under the Oregon Family Leave Act or Oregon Sick Leave Law.

10. Immediate Family. For purposes of the immediately preceding paragraph only, an employee's immediate family shall be defined as spouse, domestic partner, parents, children, grandchildren, brother, sister, grandparents (including great and great-great grandparents), father-in-law, mother-in-law, sister-in-law, or brother-in-law. For purposes of this section, a domestic partner’s children shall be treated as children of the employee if, before their death, the employee legally adopted them or they regularly lived with the employee and domestic partner for at least six (6) months immediately prior to the death as part of a joint familial unit to which the employee regularly contributed financial support

and parental guidance. Further, the legally recognized parents, step-parents, grandparents and siblings of the domestic partner shall be treated as in-law equivalents of the employee. In the event of death involving relationships other than those set forth above, under exceptional circumstances, a leave of absence may be granted by the Sheriff or the Sheriff's appointed designee(s) upon request.

ARTICLE 12

HEALTH AND WELFARE

1. Medical and Dental Insurance Premiums

A. Contribution Toward Insurance Premiums

(1) Full-time employees

a. Full-time Employee – Definition

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

b. Medical/Vision Prescription Insurance

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

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

c. Dental Insurance

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

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

d. Part-Time Employee Coverage

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

i. Part-Time Employee Definition

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

B. Health Care Plan Changes During the Term of Agreement. MCCDA and the County recognize the increasing costs of health care to be a major concern. In an effort to collaborate together over quality health plans, design changes and increasing costs, the County agrees to notify the Association any time there is a proposed change in plan design, change in plan designs offered to other bargaining units or any optional changes proposed by carriers that would impact plan design cost or plan designs. The County agrees to meet with the Association whenever the Association requests to meet regarding proposed changes in plan designs by other bargaining units or changes offered by carriers that would impact plan designs. Changes in plans or plan designs which are mandated by carriers and which cannot be resolved by the parties, shall be subject to notice and expedited bargaining obligations, consistent with applicable law. Changes in plans or plan designs which are mandated due to Federal or State laws, rules, or regulations shall be presented to the Association, but will be implemented by the County as required by law.

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

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

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

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

1. Full-Time Employees Who Opt-Out

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

G. Successor Plans and Carriers

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

delivery type, the employee will be offered the option to enroll in an alternative service delivery plan.

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

2. Employee Benefit Advisory Team (EBAT)

The Association and the County have shared interest in addressing increasing health insurance costs. In an effort to collaborate together over quality health plans, design changes and cost management, the parties agree to participate on an Employee Benefits Advisory Team (EBAT) with such other County employee bargaining units as agree to participate, to review and consider health plans, design changes and cost sharing features. The EBAT will be advisory only, and will report member recommendations to the County Chair. EBAT does not preclude the parties from entering into any Memoranda of Agreement (MOA) authorizing mutually agreed-upon plan changes. The Association will be entitled to one representative bargaining unit member on the EBAT, and attendance at the meetings will be without loss of pay.

H. Default Enrollment

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

I. Eligible Dependents

(1) Spouses and domestic partners

a. Definitions

1. A “spouse” is a person to who the employee is married under Oregon law.

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

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

(b) Has a close personal relationship

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

i. Are not legally married to anyone;

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

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

iv. Were mentally competent to contract when the domestic partnership began;

v. Are each other’s sole domestic partner;

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

b. Enrollment of Spouse/Domestic Partner

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

(2) Children

a. Definitions

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

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

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

4. the newborn child (grandchild of employee) of an enrolled, unmarried, eligible child of the employee or employee’s spouse/domestic partner who is under age twenty-six (26) at the time of grandchild’s birth and when the parent child is also enrolled as a dependent under employee’s County-sponsored

coverage. Grandchild's eligibility for coverage ends upon the parent child's twenty-sixth (26th) birthday, marriage date, parent child and/or grandchild no longer reside with the employee whichever occurs first, unless the County employee has legal custody of the grandchild.

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

b. Enrollment of Dependent Children

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

c. Taxability of Dependent Health Plan Coverage

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

(3) Termination of Dependent Health Plan Coverage

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

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

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

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

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

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

Terminating Event	**Coverage End Date**
Divorce	End of month divorce became final
Dissolution of State of Oregon registered domestic partnership	End of month dissolution of partnership became final

Dissolution of domestic partnership initiated by Affidavit or Multnomah County registry	End of month partner moved out of shared residence
Child reaches maximum dependent ages	End of month that maximum age birth date occurs

J. When Benefits Coverage Begins and Ends

(1) Coverage for new employees

a. Medical and Dental Benefits

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

(2) Benefits coverage for terminating employees

a. Retirees

1. County-subsidized coverage

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

2. Unsubsidized benefits

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

b. Other terminating employees

1. County-subsidized coverage

County sponsored medical plan and dental plan coverage ends based on the employee last regularly scheduled working day in paid status, as follows:

Last Day in Paid Status	**Coverage Ends**
1st - 15th of month	on the last day of the month
16th - 31st of month	on the last day of the subsequent month

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

2. Unsubsidized benefits

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

(3) Employees on unpaid leaves of absence

a. Leaves of less than 30 days

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

b. FMLA/OFLA/PLO Leaves

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

If the employee remains on unpaid leave for more than thirty (30) days after FMLA/OFLA/PLO leave is exhausted, the leave will be treated as an unpaid leave of absence per "Subsection c.1" below, except that the last day of FMLA/OFLA/PLO leave will be deemed the employee's last day in paid status.

c. Non-FMLA/OFLA unpaid leaves

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

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

Example: Employee A goes on non-FMLA/OFLA unpaid leave effective July 15. The unpaid leave period exceeds thirty (30) days. The thirty-first (31^{st}) day of leave is August 15. Employee A's County-sponsored health plan coverage will end August 31. Employee

B goes on non-FMLA/OFLA unpaid leave July 18. Their unpaid leave period exceeds thirty (30) days. The thirty-first (31st) day of leave is August 18 Employee B's County sponsored health plan coverage will end September 30.

2. Continuation of Coverage through COBRA

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

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

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

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

K. Flexible Spending Accounts

(1) Medical Expenses

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

(2) Dependent care expenses

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

(3) Transportation expenses

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

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

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

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

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

(2) Except as otherwise provided in this section, retirees may continue to participate in the County medical and dental plans available to members, but not in other County plans not available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.

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

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

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

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

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

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

2. ten (10) years of continuous County service immediately preceding retirement prior to age fifty-eight (58) years, or

3. ten (10) years of continuous County service immediately preceding disability retirement regardless of age.

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

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

(8) In addition to the other requirements of this section, continued medical plan participation or the benefit of County contributions is conditioned upon the retiree's continuous participation in the County's medical and/or dental insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion [i.e., fifty percent (50%) or 100 hundred percent (100%), as applicable] of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. However, a retiree who retires on or after ratification of this Agreement will be allowed to leave coverage and opt back on to a County plan as a one-time opportunity. To receive this benefit, the retiree must demonstrate continuous coverage under another employer-sponsored group medical plan and must enroll within sixty (60) calendar days of loss of coverage under the other group medical plan. The effective date of coverage will be the first day of the month on or after receipt of all enrollment forms. The County shall inform the retiree of the identity and mailing address of the collection agent at the time the retiree signs up for continued post-employment medical insurance coverage, and shall inform the retiree of changes of collection agent not less than forty-five (45) days in advance of the effective date of the change.

(9) In the event the state or federal government mandates County participation in and payment, in whole or in part, for any medical and/or dental insurance or benefits plan that provides retirees with medical benefits or insurance coverage which would constitute a substantially similar substitute for the benefits or coverage and for substantially the same period as provided in this section, the County may cancel, in whole or in part, the rights and benefits which would otherwise be provided under this section to

the categories of retirees or persons covered by the state or federal mandate, by written notice to MCCDA and retirees affected by the cancellation.

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

2. Other Benefits

A. Optional Short-term Disability Insurance. Any full-time employee covered by This Agreement may participate in the Optional Short Term Disability insurance program. The monthly premium must be paid individually through payroll deduction. Short-term disability Elimination period is thirty (30) days with benefits ending at the ninetieth (90th) day for timely Enrollees within thirty-one (31) days of hire. Qualification is subject to the eligibility requirements of the disability carrier contract.

B. Long-Term Disability Insurance

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

(except for cause unrelated to the disability) during the period of disability, without first complying with state and federal law.

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

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

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

Retirees of the Public Employees Retirement System will be provided with five thousand dollars ($5,000) of term life insurance coverage by the County, provided they retired on or after July 1, 2001.

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

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

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

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

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

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

(3) The giving of urine samples as part of the testing program

implemented under this section shall be performed by the employee in private in a suitable location designated by the employer.

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

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

(6) The employer shall give each present employee and each new hire

a copy of the program procedures, related work rules, and any subsequent revisions and notice that the procedures, rules or revisions may be applied to any Corrections Officer or Corrections Sergeant.

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

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

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

(10) The laboratory that performs such analysis shall be SAMHSA-certified or certified by the State Department of Health for such testing. Testing procedures for all employees shall be governed by the same standards as apply to

employees whose jobs require a Commercial Driver’s License under federal law. These standards include, but are not limited to, those governing sample acquisition, chain of custody, laboratory selection, testing methods and procedures, and verification of test results.

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

inconclusive test result.) In addition, the following safeguards will apply:

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

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

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

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

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

ARTICLE 13

WORKERS’ COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

10. <u>PERS Continuation Program</u>. An employee with ten (10) or more years' seniority

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

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

B. Benefits. The employee will receive one-hundred percent (100%) of their regular straight time salary (including premiums being paid just prior to initiation of any workers' comp-related time loss payments) retroactive to and including the first day of the pay period in which the election is made. The County will also make full PERS contributions, including employee "pick-up," for the same time period. However, the County is not required to pay these benefits for days the employee receives regular salary under Section 13 (3) of this Article. In addition, these benefits shall only be payable for those days compensated by Workers' Compensation time loss on an approved claim. If an award of retroactive benefits is made on an approved claim, the employee may elect to participate in the PERS Continuation Program at the time the decision to award benefits is made. The effective date of the election will be retroactive to the earliest date for which the employee receives retroactive Workers' Compensation benefits. If an employee elects to participate in the Program but their claim is not approved, the election will be void and the employee will be entitled to exercise the election on another occasion. However, because the election stays in effect for three (3) continuous years from the first (1st) date for which the employee actually receives PERS Continuation Benefits under this program, a Workers' Compensation claim denial after the employee has received PERS Continuation benefits under this program does not void the election or create a new election opportunity.

C. Duties of Participating Employees

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

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

D. Other Provisions:

(1) Delinquency. An employee who fails to pay the County as required above is considered delinquent. Employees who are delinquent may be required to pay penalties and fees. These penalties and fees can accumulate up to twice the amount of the delinquent Workers' Compensation equivalent payment.

(2) County Duty to Notify Employee. When an employee is delinquent, the County shall notify the employee of the delinquency in writing. Notice shall be sent by

certified mail. The notice shall include the date on which the payment became delinquent, and the principal amount owed and penalties accruing, and how the employee can cure the delinquency. The notice shall also inform the employee of the right to appeal the amount of any collection fee or penalty.

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

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

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

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

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

ARTICLE 14

SENIORITY AND LAYOFF

1. Definition of Seniority

Seniority shall be determined as follows:

A. Total length of unbroken service within job classification; if a tie occurs, then

B. Total length of unbroken service within the bargaining unit; if a tie occurs, then

C. Total length of unbroken service with the Corrections Branch; if a tie occurs, then

D. Total length of unbroken service with the County; if a tie occurs, then

E. Score on the Civil Service examination; if a tie occurs, then

F. Filing date of the application.

2. Computation of Seniority

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

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

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

(2) Except to the extent required by law governing military leaves, if an

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

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

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

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

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

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

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

3. Application and Seniority

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

B. Layoff and Bumping

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

(2) Bumping

a. Definitions

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

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

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

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

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

d. Special employee categories

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

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

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

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

5. Exempt Corrections Branch Employee. An employee may be bumped by an exempt Corrections Branch employee who was previously a member of the bargaining unit and who either fails probation at the exempt management

position or is demoted by reason of budgetary reorganization or pursuant to Multnomah County Code 9.120(C). In such event only time served in bargaining unit status shall be counted.

(3) Notification and Placement on the Layoff List

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

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

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

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

1. Upon written request of the employee; or

2. Upon election to take retirement status; or

3. Upon acceptance of permanent reappointment from the layoff list; or

4. Upon declining an offer of permanent reappointment; or

5. Upon failure to receive a response to a certified letter sent to the employee's last known address within fourteen (14) days of its having been mailed.

(4) Recall of Laid-Off Employees. When a vacancy occurs in a classification for which a layoff list exists, the employees on the list shall be recalled in order of their seniority. Failure of the County to recall a laid-off employee will be permitted only when the manager submits clear justification in writing to the employee and the Association that re-employment would not be in the best interest of the County by reasons that the employee is no longer qualified for the position. The above justification shall be reviewed and processed in accordance with the rules governing dismissal for cause. All laid-off employees in a classification must be recalled before the County may fill a vacancy in the classification through the normal examination process.

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

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

ARTICLE 15

HOURS OF WORK

1. Work Day

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

B. Mandatory overtime at the end of (or prior to) the regular shift will be no longer than four (4) additional hours except in a bona fide emergency. In order to reduce the occurrences of mandatory overtime, the County may maintain and utilize non-permanent, unallocated deputy positions, and the County may assign shifts to individuals working in unallocated deputy positions after the County has completed the following Overtime Hiring and Voluntary Overtime process to fill any and all post vacancies on the shift first with bargaining unit members:

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

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

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

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

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

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

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

(1) Employees will be permitted to sign up for compensatory time off only after completion of designated vacation leave/personal holiday calendar slots as set forth in Addendum D. Compensatory time accruals are not counted in the vacation leave/personal holiday calendar for designation of slots. Compensatory time may only be taken if a space is available in the vacation leave/personal holiday schedule. After

completion of the annual vacation bidding process, compensatory time may substitute up to ninety-six (96) hours for vacation scheduled during the annual seniority bidding process at the discretion of the employee. Ninety (90) days prior to the end of each calendar year the County may give written notice to MCCDA that the County may cash out compensatory time balances in excess of forty (40) hours for the last pay period in December of each year. During January of each year, employees may request cash-out of compensatory time balances, to be paid the last pay period of February of that year.

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

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

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

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

(5) In the event an employee wishes to cancel a designated compensatory time off day, they must provide written notice of intent to cancel to the on-duty OIC at least three (3) days prior to the scheduled compensatory time off, except by

mutual consent. If an employee fails to provide such notice and shows up for work, he/she may be sent home with no payment for show up pay.

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

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

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

4. Work Schedules

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

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

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

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

(3) Time between shifts

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

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

c. Annual sign-up. Shift changes at the time of the annual sign-up shall be deemed voluntary unless the employee is not granted their expressed shift preference from remaining options at the time the employee signs up.

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

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

C. Bidding Under Alternative Work Schedules. The parties acknowledge that during the term of the predecessor agreement, the Association has agreed to allow alternative work schedules for certain special assignments. Bidding within such alternative work schedules shall be by bargaining unit seniority except where the County has an operational need to assign particular personnel to a particular schedule. The

County must give written notice to the Association of proposed exceptions to seniority at least two weeks prior to the start of the bidding process.

5. Voluntary Shift Changes.

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

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

6. Voluntary Waiver of Ten (10) Days' Notice. An employee may at any time voluntarily waive the ten (10) day notice of shift and schedule change.

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

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

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

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

11. Meal Costs Not Included in Overtime Calculations. In accordance with 29 CFR 548.304, 28the parties agree that the cost of meals shall not be included in regular pay for the purpose of computing overtime.

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

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

Work Period - 28 days

Maximum Hours - 165.5

ARTICLE 16

WAGES AND CLASSIFICATIONS

1. Wages and Classification Schedule

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

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

C. Whenever an employee performs work in a higher classification one (1) hour or more, the employee shall be paid for the entire period of such work at the rate assigned to the higher classification in the appropriate step according to promotional policy.

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

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

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

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

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

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

County service is defined as County service in classified and/or unclassified positions, but does not include service as a temporary employee, on call employee or service that was less than half time. County service definition contained herein, does not impact any employees who have already qualified for longevity pay. For purposes of longevity eligibility only, lateral hires (current and future) shall receive credit for prior certified corrections service as "County Service," up to a maximum of ten (10) years. Lateral hires must be, or have been within the past twelve (12) months, a certified corrections deputy/officer who passed probation in their former role.

For current employees, at the time of ratification, who were "lateral hires," changes in longevity shall be effective on the first full pay period after ratification, and credit for prior service shall not apply retroactively to dates of hire prior to ratification.

Within ten (10) calendar days of ratification of this contract, the County will email all bargaining unit members with an explanation of the changes to longevity eligibility rules and the process by which current employees may request a review of their prior service for eligibility. Bargaining unit members must submit a written request to MCSO Human Resources within 90 days of the County's notice in order to receive longevity pay credited beginning the first full pay period after ratification. Any requests received after the 90-day period will be reviewed, and if the member is deemed eligible, the change to longevity pay will be effective on the first full pay period after the request was made. The obligations set forth in this paragraph shall be governed by the terms of the December 22, 2004 Memorandum of Understanding between the parties.

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

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

4. Call-In Time. Any employee who is called to work outside his regular shift shall be paid for a minimum of four (4) hours at the rate of one and one-half (1-1/2) times the regular rate. This provision does not apply to compensation for court appearances, nor does it apply to training time or range time scheduled within forty-five (45) minutes of the beginning or end of an employee's shift.

5. Overtime. One and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid for all overtime worked outside of the employee's regular schedule, except

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

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

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

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

D. All authorized work performed on the first day following the normal work week shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate. A “normal workweek” requires forty (40) hours of authorized work as defined above.

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

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

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

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

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

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

10. Trainer Pay. Employees who are required to perform the extra duties of a Trainer shall be paid a differential of eight percent (8%), in addition to their base pay, for all time spent performing the duties of a Trainer. The extra duties for Trainer Pay require the Trainer to provide instruction and complete a formal evaluation of at least one trainee, or to provide instruction coordinated by the Training Unit and document the trainee's

completion of the same on an F6 Form.

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

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

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

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

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

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

The County shall "pick-up" the employee contribution to PERS , six percent

(6%), as permitted by ORS 238.205. The parties acknowledge that the pick up payment is inapplicable to employees who are not PERS members due to insufficient service. If for any reason the “pick up” shall become no longer legally available, the County shall on the last payroll period of this Agreement increase the wages of any affected employees by six percent (6%) and return to the limited “pick up” in effect on June 30, 1998, including but not limited to the terms of compensation then in effect for non-PERS members. Pursuant to ORS 238.205(5) and (6), the parties agree and acknowledge that employee compensation was reduced in order to generate the funds needed to make these employee contributions to the employee accounts; the employer will file any required notices with the Public Employees Retirement Board.

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

C. OPSRP “Pick-Up.”

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

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

D. OPSRP Employer Local Option Contribution

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

15. Re-opener. If the County's good-faith estimate of general fund operating resources in the executive budget for the fiscal year falls fifteen percent (15%) or more below the actual general fund operating resources of the immediately preceding fiscal year, any general wage increase provided by this agreement for the fiscal year for which such reduced revenue is projected shall not be implemented and negotiations over the terms of a substitute general wage provision for the affected fiscal year will commence immediately upon notification to the Association of a proposed wage reduction or within fourteen (14) days of written notification to the Association of the shortfall.

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

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

First: Employee’s base wage + Employee’s Achievement Incentive = “n”

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

B. Premium Pay

Percentage based premium(s) x “n1” = Premium Pay

Example: CERT x “n1” = CERT Pay

Translator x “n1” = Translator Pay

Swing Shift Differential x “n1” = Shift Differential Pay

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

C. Average Overtime Rate

First: Regular Rate “n1” x all hours worked during the FLSA week = Straight Gross.

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

Example: CERT x Hours = a1

Translator Pay x Hours = a2

Shift Differential x Hours = a3

a1 + a2 + a3 = Premium Gross

Third: Straight Gross + Premium Gross = Total Gross

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

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

D. Grand Total Gross

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

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

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

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

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

19. UNET Qualification Pay. Employees who have satisfied all the requirements for UNET and are range-qualified, as determined by the Sheriff, will be paid an additional one and a half percent (1 1/2%) premium on their base wages.

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

21. Education Premium Pay. Employees who have submitted proof of completion of accredited college course work, shall receive education premium pay in the following amounts:

For completion of 90 hours college course work, or proof of an Associates degree, an employee shall receive 1% premium

For completion of Bachelor's degree, an employee shall receive 3% premium. This premium pay is not cumulative and employees are eligible for one level only

ARTICLE 17

CORRECTIONS SERVICE AND

TRAINING ACHIEVEMENT PROGRAM

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

1. Achievement Levels

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

2. Explanation of Requirements

A. DPSST Corrections Certification

The officer must obtain and maintain Board on Police Standards and Training (DPSST) Intermediate Corrections Certificate for Level I and Advanced Corrections Certificate for Level II. Certification pay will start upon receipt by MCSO of the DPSST Certificate, retroactive to the date of eligibility or application, whichever is later.

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

period after successful completion of the relevant requirements.

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

ARTICLE 18

DISCIPLINARY ACTION

1. Discipline. Employees may, in good faith for just cause, be subject to disciplinary action by oral or written reprimand, demotion, forfeiture of vacation leave, forfeiture of personal holiday(s), forfeiture of compensatory time, forfeiture of not more than one pay step reduction for a specific duration of time, suspension without pay, dismissal, or any combination of the above as outlined in the currently effective Corrective Action Guidelines; provided, however, that such action shall take effect only after the County gives written notice of the action and just cause to the employee. During the period of probation, the employee may be disciplined or dismissed without just cause.

2. Corrective Action Guidelines. If the County wishes to modify the corrective action guidelines, it shall first provide the Association with separate written notice of the proposed modifications, and shall not implement any modifications until bargaining to completion as required by ORS 243.698.

3. Just Cause. Just cause shall include misconduct, inefficiency, incompetence, insubordination, or failing to fulfill responsibilities as an employee.

4. Right to Appeal. Any permanent, non-probationary employee who is issued a written reprimand, demotion, forfeiture of vacation leave, forfeiture of personal holiday(s), forfeiture of compensatory time, forfeiture of not more than one pay step reduction for a specific duration of time, suspended without pay, dismissal or any combination of the above as outlined in the corrective action guidelines, for just cause shall have the right, subject to the provisions of the Association Constitution, to appeal the action through the Grievance Procedure. The Association shall submit such grievance at Step III of the

grievance procedure not later than ten (10) working days after the effective date of the disciplinary action.

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

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

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

8. Personnel Records and Information

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

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

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

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

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

F. The letters of discipline which shall be admissible in an arbitration hearing are those contained in the employee's personnel files of the Sheriff's Office pursuant to the retention timelines outlined above. Stale records of discipline may not be used by the County in any arbitration hearing against the subject employee, unless used to prove knowledge and/or notice of a rule/policy. Nothing in this section limits the County or the Association from entering or referencing other cases of discipline of any age, for the purpose of proving the discipline imposed was or was not consistent with prior discipline imposed.

9. <u>I.A.U. Records and Files</u>

No investigation shall be considered complete nor shall the IAU file be forwarded to the Inspector for review and recommendations unless the employee and Association have been given a complete copy of the IAU file - including evidence gathered during the investigation and any reports and/or summaries of the investigation completed by IAU investigators - and an opportunity to review it and add any additional evidence the employee and/or Association believes should be considered. The Association and/or employee may provide the IAU with any additional evidence, written rebuttal, or notice that no response will be given within ten (10) days of receipt of the complete case file. The Association and/or employee may request an extension of time to provide a response.

Unless an extension of time has been granted, the file and any additional materials provided by the Association and/or employee will be forwarded to the Inspector after the ten-(10) day review period has expired.

The employee and the Association are not required to offer any additional information or mitigation at this stage, and if no additional information is supplied by the employee or the Association, no adverse or negative connotations shall be associated with the decision to not provide additional information.

ARTICLE 19

OFFICERS RIGHTS

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

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

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

3. The employee shall be informed by the Sheriff, or their designee(s), of the nature of the investigation in writing and whether the employee is a witness or suspect before

any interview commences. The name of the complainant, the citation of any known applicable work rules, procedures, or orders which the employee is alleged to have violated, and other information necessary to reasonably apprise the employee of the allegations of such complaint shall be provided in writing to the employee, and the Association within a reasonable period of time before the meeting, but at least forty-eight (48) hours prior to an IA interview. However, this provision shall not apply in bona fide emergencies. For purposes of this subsection, an “emergency” is a circumstance in which any delay in obtaining information from the employee is likely to cause further injury to persons or property. In such emergencies, the County will limit their questioning of the employee to elicit information intended to prevent further injury to persons or property.

4. When the Sheriff's Office receives a complaint against an employee, the Sheriff's Office shall provide the accused member and the Association with reasonable notice in writing of any information necessary to reasonably apprise the employee of the allegations prior to commencing a formal administrative investigation.

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

6. The employee shall be afforded the right to a duly authorized Association Representative prior to and during the interview. The decision to request a duly authorized Association Representative is at the sole discretion of the employee. The employee is not entitled to select a Representative who is not also duly authorized by the Association. The employee and the Association shall receive written notice of the date/time/location of the

interview.

7. The interview shall not be overly long and the employee shall be entitled to such reasonable intermissions as they shall request for personal necessities, meals, telephone calls, and rest periods. The County will record the interview and provide a copy of the recording to the employee that is the subject of the investigation and the Association at the time that the case file is turned over (refer to Article 18, Paragraph 9). No other recordings may be made of the interview.

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

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

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

ARTICLE 20

SETTLEMENT OF DISPUTES

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

Step I: After first attempting to resolve the grievance informally through the exempt chain of command any employee or the Association may present in writing such grievance to the Corrections Chief Deputy, with a copy to Human Resources, within twenty (20) calendar days of the alleged contractual violation; if, at the time of the alleged violation, the employee or the duly authorized Association representative is unaware of its occurrence, a grievance may be presented in writing within twenty (20) calendar days of the time either the employee or the Association first has knowledge or should have had knowledge of its occurrence. A grievance may not be initiated concerning an event after sixty (60) calendar days have elapsed; however, in no way is this provision to be interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not a single isolated incident). The grievance notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The applicable Chief Deputy or their designee shall then attempt to adjust the matter and respond, in writing, to the employee or the employee’s representative within twenty (20) calendar days.

Step II: If the grievance has not been answered or resolved, it may be presented in writing by the employee or duly authorized Association representative to the Sheriff or designee(s) within twenty (20) calendar days after the response is due at Step I. The Sheriff, or designee(s), shall respond to the employee and the Association, in writing within twenty (20) calendar days.

Step III: Arbitration. If the grievance has not been answered or resolved at Step II, the Sheriff or the Association may, within fifteen (15) calendar days after the expiration of time limit specified in Step II, request arbitration by written notice to the other party. The parties agree to follow the rules announced by the Employment Relations Board for the selection of arbitrators for police misconduct cases. For non-police misconduct cases, after the grievance has been submitted to arbitration, the Association and the Labor Relations Division acting for the Sheriff, shall jointly request the State Mediation and Conciliation Service for a list of the names of seven (7) arbitrators drawn from a pool consisting of Oregon and Washington arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names; the order of striking to be determined by lot. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list. The arbitrator shall be requested to begin taking evidence and testimony within a reasonable period after submission of the request for arbitration, taking into account the schedules of the parties, representatives, and witnesses, as well as that of the arbitrator; the arbitrator shall be requested to issue their decision within thirty (30) calendar days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of subpoenas, the cost of which shall be borne by the party requesting the subpoena. The arbitrator's decision shall be final and binding, but they shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. The Arbitrator’s decision shall be within the scope and terms of the Contract and in writing. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) calendar days prior to the date the grievance was first filed with the supervisor, and it shall state the effective date of the award. Fees and expenses for the arbitrator shall be borne by the losing party, as determined by the Arbitrator. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made electronically or by reporter, on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator. Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the aggrieved party that the matter has been resolved.

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

will also be permitted to do so without loss of pay during working hours.

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

4. Constructive Notice Requirements. If the Association provides any notice or letter required by this Article to the wrong supervisor or administrator in the MCSO or in the County Labor Relations Department, the notice shall nevertheless be considered to have been timely submitted if a copy has been sent to the Corrections Chief Deputy and the MCSO Human Resources Director.

ARTICLE 21

GENERAL PROVISIONS

1. No Discrimination

A. Equal Application of Contract. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, national origin, or political affiliation. It is further agreed that there will be no discrimination against the handicapped unless bona fide job-related reasons exist. The Association shall share equally with the County the responsibility for applying the provisions of the Agreement.

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

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

2. Bulletin Boards. The County agrees to furnish and maintain suitable bulletin boards

in convenient places in each work area to be used by the Association. The Association shall limit its postings of notices and bulletins to such bulletin boards. All postings will be signed and dated by a duly authorized Association representative.

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

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

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

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

shall be paid by the County. Clothing and other devices other than uniforms, protective clothing and devices now provided by the County shall continue to be provided and shall uniformly be provided by job classification by the County.

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

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

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

8. Employee Relations Committee Meetings. To promote harmonious relations and

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

9. Contract Work

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

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

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

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

10. Outside Employment. Permission to work at outside employment must be approved in writing by the Sheriff. The Sheriff's application of the rule governing outside employment shall not be arbitrary or capricious, and in accordance with Sheriff’s Office policy.

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

12. Joint Committee on Payroll and Time Keeping System. The Union agrees to appoint a representative to serve on a standing county-wide Payroll/Time keeping System labor- management committee which shall meet with the Finance Division’s Payroll Supervisor and other relevant managers to discuss in advance any major change in the payroll or timekeeping system which would be applicable to members of the union’s

bargaining unit. A “major change” includes but is not limited to such changes as those needed to implement new or structurally modified benefits or wage categories managed through the payroll system, programming changes, and changes in check stubs or deposit advice. The purposes of such committee shall be to assist in identifying in advance potential technical problems that might interfere with the efficient and effective introduction of the planned change, any adverse impacts such change might have on employees and available means for ameliorating such impacts, and other changes that might improve the payroll and time keeping systems.

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

ARTICLE 22

SAVINGS CLAUSE AND FUNDING

1. Savings Clause. Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any state or federal administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to attempt to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are, therefore, contingent upon sources of revenue and annual budget certification by the Tax Supervising and Conservation Commission. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The Board of County Commissioners agrees to include in its annual budget amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the certification of such budget pursuant to established budget procedures under Oregon law.

In the event of a delay in such certification, the County will make every reasonable effort to correct whatever budget deficiencies exist, if any, in order to obtain certification. Retroactive monetary adjustment shall be made if any scheduled economic improvement is delayed due to a delay in certification, unless otherwise precluded by State or Federal law or administrative regulation.

ARTICLE 23

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by the rules and regulations or Multnomah County Code 9.120(C). The County and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargaining collectively with respect to any subject matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement. Nothing herein shall prevent the parties from voluntarily entering into written Memoranda of Agreement, Understanding, Interpretation, or Exception concerning matters of contract administration.

ARTICLE 24

TERMINATION

Except as set forth in Addendum A, this Agreement shall be effective as of the execution date of this Agreement and shall remain in full force and effect through the 30th day of June 2028. Negotiations for a successor agreement shall commence no later than February 1, 2028. The Agreement shall remain in full force and effect during the period of negotiations and impasse resolution procedures, if any.

IN WITNESS WHEREOF, the parties hereto have set their hands this 28th day of May, 2026

MULTNOMAH COUNTY CORRECTIONS DEPUTY ASSOCIATION

Robert Crompton

Brad Harrington

Nicole Buscher

Christopher Willoughby

John Van Houte

Bret King

Joseph Welch

Matt Blanchard

NEGOTIATED FOR THE UNION BY:

Traci Anderson

Traci Anderson
Attorney, Public Safety Law Group

BOARD OF COUNTY COMMISSIONERS FOR MULTNOMAH COUNTY, OREGON

Jessica Vega Pederson

Jessica Vega Pederson, Chair

Megan Moyer, Commissioner

Shannon Singleton, Commissioner

Julia Brim-Edwards, Commissioner

Vince Jones-Dixon, Commissioner

MULTNOMAH COUNTY SHERIFF:

Nicole Morrisey O'Donnell

Nicole Morrisey O'Donnell, Sheriff

NEGOTIATED FOR THE COUNTY BY:

Kyle Abraham
Attorney, Ogletree Deakins

Maureen Weber

Maureen Weber
Labor Relations Manager
Department of County Management

REVIEWED:
For Multnomah County, Oregon

Kathryn A. Short

Kathryn Short
Deputy County Attorney

ADDENDUM A

WAGES

Wages Effective and Retroactive to July 1, 2025: Effective, July 1, 2025, the straight-time base hourly wage rates for the Correction Deputies and Sergeants covered by this Agreement shall be increased by two and four tenths percent (2.4%) cost of living adjustment, plus a five and two tenths percent (5.2%) Market Adjustment increase to the wage rates for the Corrections Sergeants and Corrections Deputies. Retroactive wages shall only be applied to employees who are actively employed on the date this Agreement becomes effective under Article 24.

Wages Effective July 1, 2026: Effective July 1, 2026, the straight-time base hourly base wages rates for the Corrections Deputies and Sergeants covered by this Agreement shall be increased by three and three tenths percent (3.3%) cost of living adjustment.

Wages Effective July 1, 2027: Effective July 1, 2027, the straight-time base hourly base wages rates for the Corrections Deputies and Sergeants covered by this Agreement shall be increased by the annual percentage increase in the Consumer Price Index for West – Size Class A Urban Wage and Clerical Workers (2nd Half, December 2025 to December 2026), with a minimum increase of one percent (1.0%) and a maximum increase of four percent (4.0%).

ADDENDUM A-1

SALARY TABLE

Effective July 1, 2025
5.2% Market Adjustment plus 2.4% COLA
Pay Increase FY 2025-2026

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Corrections Deputy	40.44	42.56	44.64	46.80	49.04	51.19
Corrections Sergeant	52.76	54.64	56.59	58.55	60.69	62.64

Effective July 1, 2026
3.3% COLA

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Corrections Deputy	41.77	43.96	46.11	48.34	50.66	52.88
Corrections Sergeant	54.50	56.44	58.46	60.48	62.69	64.71

ADDENDUM B

DUTY STATUS FOR HEARINGS/COURT SUBPOENAS

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

	SUBJECT:	WITNESS:
DAY OFF:	No Pay	Overtime
NOT DAY OFF:	No Loss	Overtime of Shift

Adjustment

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

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

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

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

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

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

ADDENDUM C

TRANSIT SUBSIDIES

1. Bus Pass

A. 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 the first month after ratification of this agreement, each employee shall be eligible to receive a bus pass subsidized by the County for the employee's personal use.

B. Scope of Subsidy

The County will provide a 100% subsidy for employee bus passes. However, the County may require that the employee pay a percentage of the cost of such pass, if the County's subsidy exceeds the IRS standard for a de minimis employee benefit.

C. Procedural Requirements

It will be the employee's responsibility to obtain the necessary photo ID from Tri-Met. Instructions for obtaining the Photo ID will be available through Employee Benefits and will be included in new hire packets. This program is offered only by Tri-Met, however, C-Tran will honor the Tri-Met all zone pass. This program may be discontinued or changed from time to time to ensure efficient and effective implementation of the program.

ADDENDUM D

MEMORANDUM OF UNDERSTANDING

VACATION SCHEDULING FOR MCCDA MEMBERS

1. The purpose of this Memorandum of Understanding (MOU) is to set forth the agreement between Multnomah County Sheriff's Office (MSCO) and the Multnomah County Corrections Deputy Association (MCCDA) regarding rights and procedures for vacation scheduling under the Collective Bargaining Agreement. The remedy for alleged violations of this MOU shall be through the settlement of disputes procedures of the County-MCCDA Collective Bargaining Agreement.

2. The number of scheduled vacation times for MCCDA members shall be determined as follows:

    a. For purposes of this MOU, "line employees" are all bargaining unit members except those in special assignments. For the calendar year beginning January 1st, 2002, the County shall permit employees to sign up for their combined projected annual accrual of vacation and allotment of personal holidays during the ensuing calendar year. Off-line staff will sign up separately from on-line staff, and Corrections Sergeants will sign up separately from Corrections Officers. Among on-line staff employees within each affected classification, the county shall make available a gross total of vacation slots based on the following formula: The total number of vacation slots available to all line staff in each classification over the course of the calendar year will be not less than (n1 + n2) where n1 and n2 represent the following:

n1 = the number of vacation days that line staff employees in the affected classification, as determined following the annual shift and facility sign-up, will accrue during the next calendar year beginning January 1st.

n2 = the number of personal holidays that all on-line employees in the affected classification will accrue during the next calendar year. Typically, this will simply be 11 times the number of line staff employees.

The total derived by this formula shall be divided by 365, and then rounded upward to the next whole integer, or increased by one- half day (whichever is larger) to determine the "daily average total" number of vacation slots made available to the line staff for vacation sign up. Any redistribution of vacation slots which deviates from such daily average total must be based on operational reasons and shall not reduce the yearly total slots available for either classification. Moreover, the County may unilaterally make extra slots available to any shift or classification without further bargaining.

b. For the purpose of this memo each classification will be divided into six "sign-up units" based on shift and river side (east or west of the Willamette River). The County may allocate fractional daily vacation slots by varying within each sign-up unit the number of vacation slots available on different days. However, no classification shall receive less than one (1) full vacation slot per day allotted to each sign-up unit.

c. If an employee is reassigned on a regular basis to a different sign-up unit, their approved vacation sign-up shall not be affected. Reassignments shall not affect the total yearly vacation slots available.

d. The County will confer with the executive board of the Association concerning the planned number and distribution of vacation times before conducting the annual vacation sign up. The County may adjust the number of vacation times each calendar quarter based upon changes in the number of staff and accruals described in a. and b. above. Before making such adjustments, the County will confer with the MCCDA Board.