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**2022-2026**

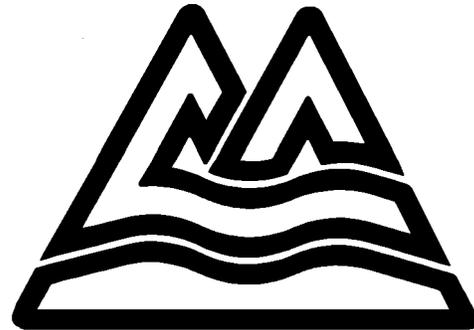
**AGREEMENT**

**between**

**Multnomah County, Oregon**

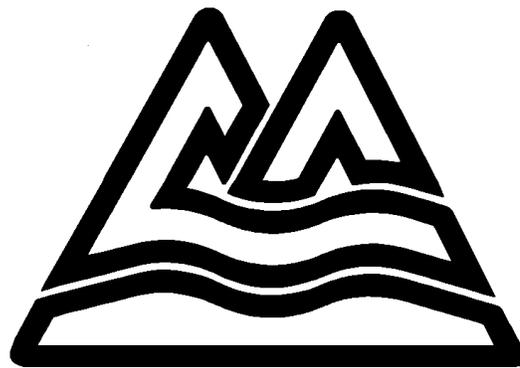
**and**

**Multnomah County Deputy  
Sheriff's Association**





**2022-2026  
AGREEMENT  
BETWEEN  
MULTNOMAH COUNTY, OREGON  
AND THE  
MULTNOMAH COUNTY DEPUTY SHERIFF'S ASSOCIATION  
MCDSA**



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

This document is available in accessible format upon request



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**2022-2026**  
**A G R E E M E N T**  
Between  
**MULTNOMAH COUNTY, OREGON**  
And The  
**MULTNOMAH COUNTY DEPUTY SHERIFFS ASSOCIATION**

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**ARTICLE 1**  
**PREAMBLE**

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, the Sheriff of Multnomah County, Oregon, hereinafter referred to as the Sheriff, and the Multnomah County Deputy Sheriffs Association, hereinafter referred to as the Association. The County, the Sheriff, and the Association recognize that the effectiveness of the Multnomah County Sheriff's Office depends upon the professionalism of members of the bargaining unit. The parties pledge through this Agreement to strive for ever-improved services to the public of Multnomah County.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment.

The parties agree as follows:

**ARTICLE 2**  
**RECOGNITION**

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The County recognizes the Association as the sole and exclusive bargaining agent for all non-supervisory employee members of the bargaining unit (defined hereinafter) for the purpose of establishing wages, hours, and other conditions of employment. The bargaining unit shall be defined as including all non-supervisory sworn employees of the Sheriff's Office defined by Civil Service as Deputy Sheriff/Public Safety Officers, and Sergeants; and specifically excluding, Lieutenants and the Sheriff, and any other employees of the equivalent rank of Lieutenant or higher. The positions covered by this Agreement are listed in Addendum A attached hereto and made a part hereof.

Effective July 2022, the Civil Deputy and Civil Deputy/Senior classifications (hereinafter referred to as "Civil Deputies") will be eliminated. If at any time the classification of Civil Deputy is reinstated, the Association will be the sole and exclusive bargaining agent for any and all Civil Deputies.

All members covered by this contract are considered strike prohibited per ORS 243.736. If after bargaining, the parties do not reach agreement, the Association may exercise its right to submit the matter(s) to binding arbitration per ORS 243.742 for sworn employees.

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**ARTICLE 3**  
**MANAGEMENT RIGHTS**

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the Sheriff's Office, determining the levels of service and methods of operation including subcontracting (except duties determined by the Sheriff to require performance by sworn law enforcement officers) and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, to determine work schedules and assign work and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement or general law, are not subject to the grievance procedure.

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**ARTICLE 4**  
**ASSOCIATION SECURITY**

Employees shall have the right to self-organize, to form, join, or assist labor organizations or to refrain there from, to bargain collectively through representatives of their own choosing to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection. There shall be no discrimination exercised against any employee covered by this Agreement because of or in the exercise of their membership or Association activities.

**ARTICLE 5**  
**DUES & CHECK OFF**

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4       **A.**     All employees covered under the terms of this Agreement may voluntarily  
5 join the Association as a member.

6       **B.**     The County agrees to deduct twice each month from the pay of employees  
7 covered by this Agreement the Association membership dues, fees, costs, charges  
8 and regular assessments of those Association members who individually authorize  
9 such deductions in writing. Such authorization shall be terminable upon such notice as  
10 is specified in the authorization.

11       **C.**     The amounts to be deducted shall be certified to the County by the  
12 Treasurer of the Association, and the aggregate deductions of all employees shall be  
13 remitted, together with an itemized statement, to the Treasurer of the Association by  
14 the first day of the succeeding month after such deductions are made. Any change in  
15 the amounts to be deducted requires thirty (30) days advance notice from the  
16 Treasurer to the County.

17       **D.**     The County agrees to furnish the Association each month a listing of all  
18 new employees covered by this Agreement hired during the month, and of all  
19 employees covered by this Agreement who terminated during the month. Such listing  
20 shall contain the names of the employees, along with their job classifications, work  
21 locations and home addresses.

22       **E.**     The Association agrees that it will indemnify, defend and hold the County  
23 harmless from all suits, actions, proceedings or claims against the County or persons  
24 acting on behalf of the County, whether for damages, compensation, reinstatement or  
25 any combination thereof, involving the application of this Article. In the event that any  
26 forum decides that any part of this Article is invalid and/or that reimbursement must be  
27 made to employees affected, the Association shall be solely responsible for such  
28 reimbursement.

**ARTICLE 6**

**NO STRIKE AND NO LOCKOUT**

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

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

**ARTICLE 7**  
**HOLIDAYS**

**A. Holidays and Holiday Pay**

1. Any day the President and/or Governor of Oregon declares a holiday for all public and private sector employees shall be recognized and observed as a paid holiday. In lieu of any other specific, recognized or observed holidays, each employee shall be credited with twelve (12) personal holidays per year at the commencement of each fiscal year, and the employee shall receive one (1) day's (eight (8) hours for those on a 5-8 schedule or ten (10) hours for those on a 4-10 schedule) pay at the straight time rate for each of the holidays selected on which they perform no work. It is recognized that one of these personal holidays is in memory of the contributions of Martin Luther King Jr. to the people of the United States and another is for Juneteenth. An employee hired subsequent to July 1 of a fiscal year shall be credited with one personal holiday equivalent to an employee's regularly scheduled shift for each full month remaining in the fiscal year. For example if an employee is hired in January and they are regularly scheduled to work 8 hours per shift, the employee shall receive 40 hours for the remainder of the fiscal year (one (1) personal holiday for each full month remaining [February through June] in the fiscal year at the rate of eight (8) hours per day.)

2. If any employee is scheduled to work New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day and still has remaining personal holidays, such work day may be designated as a personal holiday and worked at the holiday overtime rate of two and one-half (2-1/2) times the regular rate. With approval of Lieutenant or above, Christmas Day may be traded for any other religious holiday during the calendar year, provided the employee uses paid leave for, or works on December 25 at the employee's straight time rate. The employee must request such holiday trade in writing during the month of July each year prior to the requested trade.

3. The Sheriff may, upon ten (10) calendar days' notice, however, declare New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day (or alternate religious holiday) to be a holiday for all or certain non-patrol personnel.

1           **B.     Taking of Holidays**

2           Employees shall be allowed to use the personal holidays consecutively  
3 and/or in conjunction with regularly scheduled vacations. Consistent with the needs of  
4 the Sheriff's Office, as reasonably determined by the Sheriff or their designee(s), an  
5 employee shall be granted a personal holiday upon fifteen (15) calendar days' notice  
6 or upon mutual agreement. Upon demand by the employee or the Association, the  
7 Sheriff's Office will provide in writing the reason(s) for any denial of such request within  
8 three (3) working days.

9           **C.     Unused Holidays**

10           **1.**     Personal holidays do not accrue on the same basis as vacations.  
11 Effective July 1, 2000, personal holidays, which have not been used by June 30 of the  
12 fiscal year, shall be forfeited except that the employee may carry over into the next  
13 fiscal year up to six (6) unused personal holidays. However, in no event may an  
14 employee's beginning holiday balance exceed eighteen (18) personal holidays as of  
15 July 1 of a fiscal year, including holidays carried over from the preceding fiscal year.

16           **2.**     In no event shall an employee be paid for unused personal  
17 holidays at the time of termination.

18           **D.     Court Holidays**

19           Employees who are assigned to units, which observe court holidays shall  
20 be allowed to work in other assignments on the court holiday, provided they have  
21 notified the County at least thirty (30) calendar days in advance of their intention to  
22 work on the holiday. It shall be the County's responsibility to assign the work, consistent  
23 with the employee's normal hours of work.

**ARTICLE 8**  
**VACATION LEAVE**

**A. Accrual**

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

**1. Less than Five (5) Years - Two (2) Weeks per Year**

Less than 10,440 straight time hours of continuous service, .0385 hours per straight time hour worked, cumulative to two hundred (200) hours.

**2. Five (5) Years but less than Ten (10) Years - Three (3) Weeks per Year**

10,440 straight time hours, but less than 20,880 straight time hours of continuous service, .0577 hours per straight time worked, cumulative to two hundred forty (240) hours; and shall be entitled to three (3) weeks (i.e., 120 hours) vacation.

**3. Ten (10) Years But Less Than Fifteen (15) Years – Four (4) Weeks per Year**

20,880 straight time hours, but less than 31,320 straight-time hours of continuous service, .0769 hours per straight time hour worked, cumulative to four hundred (400) hours; and shall be entitled to four (4) weeks (i.e. 160 hours) vacation.

**4. Fifteen (15) Years or More but less than twenty (20) years of service – Five (5) Weeks per Year**

31,320 or more straight-time hours of continuous service, .0961 hours per straight-time hour worked, cumulative to five hundred (500) hours; and shall be entitled to five (5) weeks (i.e. 200 hours) vacation.

**5. Twenty (20) Years of More – Six (6) Weeks per Year**

41,760 or more straight-time hours of continuous service, .1154 hours per straight-time worked, cumulative to five hundred (500) hours; and shall be entitled to six (6) weeks (i.e. 240 hours) vacation.

1           **B.     Continuous Service**

2           For the purposes of this Article, continuous service shall not be  
3 terminated by voluntary termination or involuntary termination due to the expiration of  
4 a layoff list, but shall be terminated for discharge for cause. Time in continuous service  
5 shall exclude any leave of absence without pay, except for Family Medical Leave  
6 Act/Oregon Family Leave Act (FMLA/OFLA) leave or any other leave guaranteed by  
7 law, which exceeds thirty (30) calendar days and breaks between periods of regular  
8 MCSO employment.

9           **C.     Vacation Times**

10          Employees shall be permitted to choose either a split or an entire  
11 vacation. Vacation sign-up will be in workweek (40 hour) blocks during the first seniority  
12 preference sign-up. Vacation times shall be scheduled by the County. Scheduling shall  
13 be based primarily on the needs of efficient operations and the availability of vacation  
14 relief. Sign up for vacation shall be during or prior to January of each calendar year.  
15 Within each unit and shift assignment there shall be an annual sign-up and every  
16 employee shall have the right to express their preference for vacation time, but  
17 vacation time shall be determined on the basis of seniority, within job classification.  
18 Each employee will be permitted to exercise their right of seniority only at the annual  
19 sign up. The right of exercise of seniority will be limited in total for compensatory time  
20 off, personal holidays and vacation sign up to the amount of the employee's annual  
21 vacation.

22          **D.     Separation or Death**

23          After six (6) months of service, upon the separation of an employee for  
24 any reason, or in the event of the death of an employee, all accumulated vacation shall  
25 be paid either to the employee or their heirs, whichever the case may be.



1 employee if, before their death, the employee legally adopted them or they regularly  
2 lived with the employee and domestic partner for at least six (6) months immediately  
3 prior to the death as part of a joint familial unit to which the employee regularly  
4 contributed financial support and parental guidance. Further, the legally recognized  
5 parents and siblings of the domestic partner shall be treated as in-law equivalents of  
6 the employee. In the event of death involving relationships other than those set forth  
7 above, under exceptional circumstances, a leave of absence may be granted by the  
8 Sheriff upon request.

9 **D. Parental Leave**

10 Use will be subject to the same standards as any other illness or injury  
11 under the terms of this article and as required by FMLA/OFLA. Sick leave may be used  
12 by employees during Parental Leave as defined by FMLA/OFLA, except that the  
13 amount of leave taken by the other parent of the employee's child will not affect the  
14 amount of Parental Leave available to the employee. Additional parental leave benefits  
15 may be available to bargaining unit members under County policies in place at the time  
16 of the leave.

17 **E. Oregon Paid Family and Medical Leave Reopener**

18 The parties acknowledge that the County may, at a later date separate  
19 from successor bargaining, exercise a benefits reopener of Article 9, Sick Leave and  
20 Article 11, Health and Welfare. This reopener will be for the exclusive purpose of  
21 addressing the impacts and effects of the Oregon Paid Family and Medical Leave Act,  
22 and may include, but is not limited to, Personnel Rules, administrative policies, benefit  
23 plans offered, and plan design changes. This Reopener will be subject to the same  
24 rules and bargaining process that pertains to full contract successor negotiations.



1           **F.     Tuition Reimbursement**

2           The County will reimburse an employee for the cost of tuition for any  
3 course of study taken on the employee's own time which, in the County's judgment, is  
4 related to the employee's position and will result in improved performance, subject to  
5 the County's budgetary limitations and priorities. Employees shall apply for approval of  
6 the request for reimbursement at least five (5) days prior to the proposed enrollment.  
7 If approved in writing prior to enrollment, the County will make reimbursement within  
8 thirty (30) days after proof of satisfactory completion of the course. In addition, the  
9 County may advance the cost of tuition and incidental expenses if, in the County's  
10 judgment, such advance is consistent with County financial and operational needs and  
11 priorities, and the employee signs an agreement that if they do not satisfactorily  
12 complete the course, the County will have the right to deduct the amount of the  
13 advance from their pay or use other means to collect the amount of the advance.

14           **G.     Military Service**

15                 **1.     Leave With Pay**

16           In compliance with State law (ORS 408.290) following six (6)  
17 months of employment, any employee may apply for a leave of absence with pay for  
18 any period of annual active duty for training as a member of the National Guard,  
19 National Guard Reserve or of any reserve component of the Armed Forces of the  
20 United States. Such leave with pay and without loss of benefits or accrual of benefits  
21 shall not exceed fifteen (15) calendar days or eleven (11) work days in any one (1)  
22 calendar year.

23                 **2.     Leave With Repayment**

24           Employees shall be allowed to attend required military service or  
25 training sessions which fall on their regular working day(s) in lieu of their scheduled  
26 shift provided that twenty (20) calendar days' notice is given and they agree to and do  
27 work on a scheduled day(s) off in compensation. Such repayment shall be made within  
28 thirty (30) calendar days or the equivalent amount of pay shall be deducted from the  
29 employee's next paycheck. When an employee fails to comply with this section on two  
30 (2) separate occasions during the term of this contract, further rights under this Section  
31 2 shall be suspended for twelve (12) months from the date of the second infraction.

1                   **3.     Leave Without Pay**

2                   In compliance with Federal law (38 USC CH. 43, Part III), an  
3 employee shall be granted military leave without pay for such days as are not  
4 compensated under the provisions of subsections 1 and 2 above. There is no limitation  
5 on the number or duration of such leaves. An employee on such leave shall preserve  
6 the seniority status, pay, and vacation they would have had if they had not been absent  
7 for such purposes.

**ARTICLE 11**  
**HEALTH AND WELFARE**

**I. Medical and Dental Insurance**

**A. Definitions and Contributions Toward Insurance Premiums**

**1. Definitions Full-Time employees**

**a. Full-Time Employees**

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

**b. Part-Time Employees**

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

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.

**2. Medical Plans and Insurance Contributions**

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

**Effective January 1, 2022**

<b><u>Health Plan</u></b>	<b><u>County Contribution</u></b>	<b><u>Full-Time Employee Contribution</u></b>
Moda Plan 400	92.5%	7.5%
Moda Major Medical Plan	100%	0%
Kaiser Medical Plan	95%	5%

**Effective January 1, 2023**

<b><u>Health Plan</u></b>	<b><u>County Contribution</u></b>	<b><u>Full-Time Employee Contribution</u></b>
PPO 400 Plan	92.5%	7.5%

Major Medical Plan	100%	0%
Kaiser 10/20 HMO Medical Plan	92.5%	7.5%

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**3. Dental Plans and Insurance Contributions**

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

<u>Dental Plan</u>	<u>County Contribution</u>	<u>Full-Time Employee Contribution</u>
Delta Dental 50 Plan	93%	7%
Kaiser Dental 15 Plan	93%	7%
Willamette Dental Plan	93%	7%

**B. Health Care Cost During the Term of Agreement**

The Association and the County recognize the increasing cost in 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 mandatory by carriers and which cannot be resolved by the parties shall be subject to notice and expedited bargaining obligations, consistent with applicable law. Mandated coverage changes 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**

1. For Kaiser Plans, the premium charges shall be the amount charged by Kaiser to the County. For the PPO 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 paid (IBNR) expenses, Federal or Oregon state assessments, pharmaceutical claim expenses, stop-loss premiums, third-party benefit plan administration costs, and an appropriate

1 trend factor selected to limit County contributions and employee cost shares while  
2 providing adequate funding for plan operations. The Association may challenge the  
3 accuracy of the premium calculations through the grievance and arbitration procedure  
4 and the arbitrator shall have the authority to award a refund of excess contributions for  
5 the calendar year in which the miscalculation was determined to have occurred.

6           **2.** Such a challenge shall not be limited by the time lines set forth in  
7 Article 20; but only one challenge may be filed for any calendar year, and any award  
8 of excess contributions shall be limited to that year.

9           **D. Employee Contribution**

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

14           **E. Moda Major Medical Plan Rebates**

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

17           **F. Opt-Out of Medical Plan Benefits**

18           **1.** Employees may elect to Opt Out of the County’s medical benefit  
19 plan by making that election during the benefit enrollment process. Employees making  
20 such an election must provide annually, an affidavit or other qualifying proof of other  
21 group medical benefit plan coverage covering all tax dependents in order to continue  
22 to Opt Out. Employees will not be eligible to change their election until the County’s  
23 official annual open enrollment period, unless the employee experiences an IRS  
24 recognized family status change event that would allow a mid-year health plan election  
25 change or qualifies for Special Enrollment under HIPAA.

26           **2. Full-Time Employees who Opt Out**

27           Full-time employees who Opt Out of medical benefit plan  
28 coverage will receive a reimbursement paid by the County of two hundred fifty dollars  
29 (\$250) (gross) per month.

30           **3.** Employees may also elect to decline dental plan coverage through  
31 the County. However, there is no reimbursement associated with declining dental

1 coverage and no proof of other dental coverage is required. Employees will not be  
2 eligible to change this election until the County's official annual open enrollment period  
3 unless the employee experiences an IRS-recognized family status change event that  
4 would allow a mid-year health plan election change or qualifies for Special Enrollment  
5 under HIPAA.

6 **G. Successor Plans and Carriers**

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

13 **2.** If the County chooses to change from a plan or carrier which is  
14 still available, the County agrees that the overall existing level of benefits for each plan  
15 will not be reduced and coverage will be duplicated as closely as possible.

16 **a. Employee Benefit Advisory Team (EBAT)**

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

27 **H. Default Enrollment**

28 New full-time employees who fail to submit a timely application to Opt  
29 Out or enroll into the medical and dental benefit plans described in Section A will be  
30 enrolled by default in the County's Major Medical plan and Delta Dental plan, with  
31 employee only coverage. Eligible dependents of such employees may be enrolled in

1 the default plans if the employee requests dependent enrollment within fifteen (15)  
2 days of receiving notice of their default enrollment.

3 **I. Eligible Dependents (Enrollment & Termination of Enrollment)**

4 **1. Spouses and domestic partners**

5 **a. Definitions**

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

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

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

15 **(b)** Has a close personal relationship.

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

18 **(1)** Are not legally married to anyone;

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

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

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

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

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

30 **b. Enrollment of Spouse/Domestic Partner**

31 Employees may enroll a spouse or domestic partner in

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

7 **2. Children**

8 **a. Definition**

9 "Eligible children" includes:

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

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

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

18 iv. the newborn children of an enrolled, unmarried,  
19 eligible child of the employee or employee's spouse/domestic partner (grandchild of  
20 employee) if:

21 (a) the parent child is under age twenty-three (23) at  
22 the time of the grandchild's birth, and

23 (b) both parent child and grandchild reside with the  
24 County employee.

25 (c) Grandchild's eligibility for coverage ends upon  
26 the parent child's twenty-third (23rd) birthday, marriage date, or parent/child and/or  
27 grandchild no longer reside with the employee, whichever occurs first.

28 v. An eligible dependent enrolled under an employee's  
29 County sponsored health plan, who becomes permanently disabled prior to their  
30 twenty-sixth (26th) birth date, may be eligible for continued health plan coverage after  
31 reaching the usual maximum dependent age of twenty-six (26). Employees with a

1 dependent child in this situation should contact the County Employee Benefits Office  
2 three (3) months prior to the child's twenty-sixth (26th) birth date to initiate the eligibility  
3 review process.

4 **b. Enrollment of Dependent Children**

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

8 **c. Taxability of Dependent Health Plan Coverage**

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

13 **3. Termination of Dependent Health Plan Coverage**

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

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

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

25 **c.** Employees must remove from coverage a child who has  
26 become ineligible by submitting a benefit change.

27 **d.** Employees who fail to remove an ineligible spouse,  
28 domestic partner, or child within sixty (60) days of the qualifying event and have not  
29 elected to purchase COBRA coverage for the terminated dependent will be required,  
30 retroactive to the coverage end date, to reimburse the County sponsored health plan  
31 for claims incurred and paid while the former spouse, partner, or child remained

1 enrolled for coverage but was no longer an eligible dependent.

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

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

5  
6 **J. When Benefits Coverage Begins and Ends**

7 **1. Coverage for new employees**

8 **a. Medical and Dental Benefits**

9 The employee and eligible dependents will be covered by  
10 medical and dental benefits the first (1<sup>st</sup>) of the month on or following hire date,  
11 provided that the employee has completed the benefit enrollment process and has  
12 provided any other required documents to the Employee Benefits Office on or before  
13 that date. Employees who complete the enrollment requirements after the first (1<sup>st</sup>) day  
14 of the month following hire, but within thirty-one (31) days of hire, will be covered the  
15 first (1<sup>st</sup>) day of the month on or following the date enrollment requirements are  
16 completed. Employees who do not enroll within thirty-one (31) days of hire will be  
17 enrolled based on the default enrollment procedure. Coverage under the default  
18 plan(s) will begin on the first (1<sup>st</sup>) day of the month following thirty-one (31) days of  
19 employment.

20 **2. Benefits coverage for terminating employees**

21 **a. Retirees**

22 **i. County-subsidized coverage**

23 Benefits options for retirees are provided for in  
24 Section "K" below.

25 **ii. Continuation of coverage through COBRA**

1 Retirees enrolled in County medical and/or dental  
2 plans may continue to participate in County medical and dental benefits plans on a  
3 self-pay basis as mandated by law.

4 **b. Other terminating employees**

5 **i. County sponsored coverage**

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

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

9  
10  
11 **Example:** Employee A's last working day in paid status is July 15.  
12 Employee A's County sponsored health plan coverage will end July 31. Employee B's  
13 last working day in paid status is July 16. Employee B's County sponsored health plan  
14 coverage will end on August 31. Employee B will have additional cost shares deducted  
15 from final paychecks to cover the cost shares for August coverage.

16 **ii. Continuation of coverage through COBRA**

17 Terminating employees enrolled in County medical  
18 and/or dental may purchase continued coverage under County medical and dental  
19 benefits plans on a self-pay basis as mandated by law.

20 **3. Employees on unpaid leaves of absence**

21 **a. Leaves of less than thirty (30) days**

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

26 **b. FMLA/OFLA Leaves**

27 **i.** The County will contribute toward medical and  
28 dental benefit plan coverage during unpaid approved FMLA/OFLA leave as required  
29 by law. Unpaid cost shares will be recovered from employee when employee returns

1 to paid status.

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

6 c. **Non-FMLA/OFLA Unpaid Leaves**

7 i. **Lapsing of County-subsidized coverage**

8 Lapsing of County-subsidized coverage occurs after  
9 passage of thirty (30) day leave period. Thirty-first (31<sup>st</sup>) day of leave with unpaid status  
10 triggers loss of health plan coverage. If Thirty-first (31<sup>st</sup>) day of unpaid non-FMLA/OFLA  
11 leave occurs:

<b><u>31<sup>st</sup> Day of Unpaid Non-FMLA/OFLA Leave</u></b>	<b><u>Coverage Ends</u></b>
1st - 15th of month	End of the month
16th - 31st of month	End of the following month

12  
13  
14 **Example:** Employee A goes on non-FMLA/OFLA unpaid leave effective July  
15 15. Leave period exceeds thirty (30) days. Thirty-first (31<sup>st</sup>) day of unpaid leave is  
16 August 14. Employee A's County sponsored health plan coverage will end August 31.  
17 Employee B goes on non-FMLA/OFLA unpaid leave July 18. Unpaid leave period  
18 exceeds thirty (30) days. Thirty-first (31<sup>st</sup>) day of leave is August 17. Employee B's  
19 County sponsored health plan coverage will end September 30.

20 ii. **Continuation of Coverage through COBRA**

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

24 iii. **Benefits Coverage upon return from a leave**

25 (a) Employees returning from a leave of absence  
26 without pay during the same plan year will be reinstated to the same medical and dental  
27 benefit plans (or successor plans) they had when they left County employment. If they  
28 return from leave the first (1<sup>st</sup>) day of the month, coverage will be in effect upon their  
29 return from leave; otherwise, coverage will be in effect the first (1<sup>st</sup>) day of the month

1 following their return from leave.

2 (b) Employees returning from unpaid non-  
3 FMLA/OFLA leave in a new plan year will have an open enrollment opportunity within  
4 thirty-one (31) days of their return from leave for the same length of time as Open  
5 Enrollment. Such employees must notify the County Employee benefits Office and  
6 complete the health plan enrollment upon their return to work. If submitted enrollment  
7 is received on the first (1<sup>st</sup>) day of the month, the change will be effective that day;  
8 otherwise, coverage will be effective the first (1<sup>st</sup>) day of the month following the County  
9 Employee Benefits Office receipt of the employee's completed enrollment.

10 **K. Retiree Medical Insurance**

11 1. For purposes of this section, "retiree" refers to a person who is  
12 eligible to initiate a PERS pension upon separation from the County, meets the criteria  
13 of paragraph 6 below, who separated from service from the County on or after the  
14 original implementation date of this section and, at the time of retirement, occupied a  
15 position covered by the Deputy Sheriffs bargaining unit. For purposes of this section,  
16 "member" or "members" refers to an active employee(s) who permanently occupies a  
17 position(s) covered by the Deputy Sheriffs bargaining unit.

18 2. The implementation date of this section shall be March 31, 1990;  
19 provided, that bargaining unit members who retired on or after July 1, 1989 but before  
20 March 31, 1990 shall upon attainment of age fifty-eight (58) or older on or after March  
21 31, 1990 be eligible to receive County-paid benefits as provided in this Section if the  
22 retiree continuously self-paid the premium for their County medical insurance plan from  
23 the date of retirement until the date of their eligibility for County-paid benefits as  
24 provided in this section.

25 3. Except as otherwise provided in this Section, retirees may  
26 continue to participate in the County medical plan available to members, but not in  
27 other County plans not available to members. Coverage of eligible dependents  
28 uniformly terminates when coverage of the retiree terminates, except as otherwise  
29 required by applicable state or federal law.

30 4. To the extent members are permitted to choose from among two  
31 (2) or more medical insurance plans, retirees shall be entitled to choose between the

1 same plans under the same conditions and at the same times as apply to members.  
2 Retired employees participating in the members' medical insurance plan shall be  
3 subject to the application of any change or elimination of benefits, carrier, administrator  
4 or administrative procedure to the same extent and at the same time as are members.

5           **5.** The retiree shall be responsible for promptly notifying the  
6 Employee Benefits Office in writing, of any changes in the retiree's current address  
7 and of any changes in retiree or dependent eligibility for coverage.

8           **6. Retiree Benefits Eligibility**

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

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

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

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

22                   **iii.** ten (10) years of continuous County service  
23 immediately preceding disability retirement regardless of age.

24           **c.** Retiree eligibility to participate in County health care  
25 coverage will terminate upon the retiree's eligibility to participate in Medicare due to  
26 age or disability. Coverage of eligible dependents uniformly terminates when  
27 coverage of the retiree terminates, or the dependent becomes eligible for Medicare  
28 due to age or disability, except as otherwise required by applicable state or federal  
29 law. This provision does not apply to any retirees or dependents of retirees who  
30 participate in County health care coverage prior to the ratification date of this  
31 Agreement.

1           **7.**     Actual application for Medicare shall not be required for a finding  
2 that a retiree is "eligible for Medicare" under subsection 6 of this section.

3           **8.**     Part-time service in a regular budgeted position shall be prorated  
4 for purposes of the service requirements set forth in subsection 6 of this section. (For  
5 example, twenty (20) hours per week for two (2) months would equal one (1) month  
6 toward the applicable service requirement).

7           **9.**     In addition to the other requirements of this section, continued  
8 medical plan participation or benefit of County contributions is conditioned on the  
9 retiree's continuous participation in the members' medical and/or dental insurance plan  
10 from the time of retirement, and upon the retiree's timely payment of the applicable  
11 retiree portion (i.e., 50% or 100%, as applicable) of the monthly premium. Failure to  
12 continuously participate or make timely and sufficient payment of the applicable retiree  
13 portion of the monthly premium shall terminate the retiree's rights under this section.  
14 However, a retiree who retires on or after ratification of this Agreement will be allowed  
15 to leave coverage and opt back on to a County plan as a one-time opportunity. To  
16 receive this benefit, the retiree must demonstrate continuous coverage under another  
17 employer-sponsored group medical plan and must enroll within sixty (60) calendar  
18 days of loss of coverage under the other group medical plan. The effective date of  
19 coverage will be the first (1<sup>st</sup>) day of the month on or after receipt of all enrollment  
20 forms.

21           The County shall inform the retiree of the identity and mailing address of the  
22 billing agent at the time the retiree signs up for continued post-employment medical  
23 insurance coverage, and shall inform the retiree of changes of billing agent not less  
24 than forty-five (45) days in advance of the effective date of the change.

25           **10.**    In the event the state or federal government mandates County  
26 participation in and payment, in whole or in part, for any medical and/or dental  
27 insurance or benefits plan which provides retirees with medical benefits or insurance  
28 coverage which would constitute a substantially similar substitute for the benefits or  
29 coverage and for substantially the same period as provided in this section, the County  
30 may cancel, in whole or in part, the rights and benefits which would otherwise be  
31 provided under this section to the categories of retirees or persons covered by the

1 state or federal mandate, by written notice to the Association and retirees affected by  
2 the cancellation.

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

12 **II. Other Benefits**

13 **A. Disability Insurance**

14 **1. Long-Term Disability Insurance**

15 The employer shall purchase on behalf of each benefit eligible  
16 employee that works twenty (20) hours or more a week a long-term disability insurance  
17 policy. All bargaining unit employees will be covered by a County paid long-term  
18 disability insurance policy, the provisions of which shall pay up to 60% of pre-disability  
19 earnings per month up to \$6,000 per month. The County may not terminate a disabled  
20 employee (except for cause unrelated to the disability) during the period of disability.

21 **2. Optional Short Term Disability Insurance**

22 Any full-time employee covered by this Agreement may participate  
23 in the Optional Short-Term disability insurance plan as specified to the Association.  
24 The monthly premium must be paid individually through payroll deduction. Short-term  
25 disability elimination period is thirty (30) days with benefits ending at the ninetieth (90<sup>th</sup>)  
26 day for timely enrollees within thirty-one (31) days of hire. Qualification is subject to the  
27 eligibility requirements of the disability carrier contract.

28 **B. Flexible Spending Account**

29 **1. Medical expenses**

30 To the extent permitted by law, Medical Expense Reimbursement  
31 Plan (MERP) accounts, which allow employees to pay for deductibles and

1 unreimbursed medical, dental, and vision expenses with pre-tax wages, will be  
2 available according to the terms of the Multnomah County Medical Expense  
3 Reimbursement Plan.

4 **2. Dependent care expenses**

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

9 **3. Transportation Expenses**

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

14 **C. Voluntary Employee Beneficiary Association (VEBA)**

15 The County will contribute an amount equal to one percent (1%) of each  
16 Association member's base and overtime wage and, at time of voluntary termination,  
17 one hundred percent (100%) of Association member's accrued vacation cash out.  
18 Voluntary termination identifications are listed in the March 24, 2015 Memorandum of  
19 Agreement between the Association and the County. The contribution process will  
20 remain in place for the term of this collective bargaining agreement, with extension of  
21 the contributions subject to annual review by mutual agreement of the Association and  
22 County.

23 **D. Life Insurance**

24 The County agrees to continue providing each employee covered by this  
25 Agreement with the existing term life in the amount of one-time (1x) annual salary up  
26 to two-hundred and fifty thousand dollars (\$250,000). Retirees of the Sworn Law  
27 Enforcement Officers' Retirement System who retire on or after 7/1/2001 will be  
28 provided with five thousand dollars (\$5,000) term life insurance coverage. Employees  
29 shall designate their beneficiaries. Any increases to the County provided coverage will  
30 be implemented following ratification of this agreement and are subject to the terms of  
31 the insurance contract.

1 **III. Health and Security of Persons and Facilities; Administrative Search**  
2 **Authorized**

3 **A.** To aid the interdiction of illegal drugs, detect and suppress  
4 substance abuse, promote the health and safety of MCSO employees, MCSO  
5 clientele, and the public, further penal and rehabilitative policy objectives, and ensure  
6 confidence of the public and other justice service agencies in the integrity of the MCSO,  
7 the Sheriff may promulgate and enforce reasonable work rules related to the  
8 possession and use of drugs and alcohol, and design and implement a combined or  
9 singular urinalysis-based drug and breathalyzer-based alcohol testing program in  
10 which Deputy Sheriffs and Sergeants may be required to participate, subject to the  
11 limitations described in this section.

12 **B.** The program described in this section may provide for testing  
13 premised on a reasonable suspicion that the employee is under the influence of  
14 regulated drugs or alcohol in violation of employer rules at the time the sample is taken.  
15 (A "reasonable suspicion" means a belief based on one or more specific articulable  
16 facts from which one could reasonably infer that the employee may be under the  
17 influence of alcohol, controlled substances, or other drugs). Further, to the extent  
18 permitted by law, the program described in this section may provide for urinalysis  
19 based testing without suspicion or warrant. However, such suspicionless or  
20 warrantless tests may only be performed to monitor compliance of the employee with  
21 MCSO abstinence requirements for a period of eighteen (18) months after the  
22 employee has been identified as having used or possessed regulated substances in a  
23 manner prescribed by MCSO rules.

24 **C.** The giving of a urine sample as part of the testing program  
25 implemented under this section shall be performed by the employee in private in a  
26 suitable location designated by the employer.

27 **D.** The parties agree that the results of an urinalysis-based test  
28 undertaken pursuant to this section without reasons or procedures that would meet  
29 constitutional requirements for a search or seizure for purposes of criminal  
30 investigation or prosecution may not be used in criminal investigations or prosecutions.  
31 However, if the results would evidence possible criminal conduct and simultaneous

1 violation of employer rules, such evidence may be used to establish violation of  
2 employer rules even though it cannot be used to investigate or establish criminal  
3 conduct with the objective of criminal prosecution for criminal conduct.

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

16 **F.** The employer shall give each current employee and each new hire  
17 a copy of the program procedures, related work rules, and of any subsequent revisions  
18 and notice that the procedures, rules or revisions may be applied to any Deputy Sheriff  
19 or Sergeant.

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

29 **H.** Disputes concerning the constitutionality of any rule or procedure  
30 designed or implemented pursuant to this section shall not be subject to grievance or  
31 binding arbitration. It is the parties' intent that such disputes will be resolved through

1 the court system.

2 I. Work time used for purposes of assessment, evaluation  
3 counseling, and treatment of drug or alcohol dependency shall be charged against  
4 accrued and available sick leave until exhausted, then against accrued and available  
5 vacation leave until exhausted, next against unused personal holidays until exhausted,  
6 and finally against leave without pay if authorized by the employer. This section shall  
7 not preclude the employee from using catastrophic leave in accordance with and  
8 subject to the terms of County personnel rule 2-55.

9 J. Only a laboratory certified by the State of Oregon may be used to  
10 perform test analysis under the program. However, on or after July 1, 1994, the  
11 laboratory that performs such test analysis shall also be certified by SAMSHA. Testing  
12 procedures for all employees shall be governed by the same standards as apply to  
13 employees whose jobs require a Commercial Drivers License under federal law.  
14 These standards include, but are not limited to, those governing sample acquisition,  
15 chain of custody, laboratory selection, testing methods and procedures, and  
16 verification of test results.

17 K. The County will contract with a medical doctor trained in toxicology  
18 to act as a Medical Review Officer (MRO). They will review preliminary positive tests  
19 with employees and any relevant health care providers before the results are reported  
20 to the County. Based on their professional judgment, they may change the preliminary  
21 positive test result to negative. (NOTE: The County will not be able to distinguish a test  
22 result that is negative by MRO intervention from any other negative test result). In  
23 addition, the following safeguards will apply:

24 1. The testing laboratory will issue test results only to the  
25 investigatory or supervisory personnel designated by the County. The results will be  
26 sent by certified mail or hand-delivered to the employee within three (3) work days after  
27 receipt of the results by the County.

28 2. If the employee disagrees with the results of the drug test,  
29 the employee may request, in writing within five (5) days of receipt of the test results,  
30 that the sample be re-tested at the employee's expense by the testing laboratory. The  
31 results of any such retest will be deemed final and binding and not subject to any further

1 test. Failure to make timely written request for a retest shall be deemed acceptance of  
2 the test results. If an employee requests a retest, any disciplinary action shall be stayed  
3 pending the results of re-testing.

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

1 **ARTICLE 12**  
2 **WORKERS' COMPENSATION**  
3

4 **A. Provision**

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

8 **B. Period of Time**

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

19 **C. Supplemental Conditions**

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

25 **1.** Supplemental benefits shall only be payable for those days  
26 compensable under Workers' Compensation as time loss.

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

29 **3.** To the extent not compensated by Workers' Compensation  
30 benefits, the day following the first (1<sup>st</sup>) day of occupational disability and the next

1 succeeding day shall be compensated as time worked if such days would have been  
2 work days.

3           **4.**       If the absence due to disability is for a period of thirty (30) days or  
4 more, the County may require a physician's statement, arranged for, by and at the  
5 County's expense, setting forth the disability, current conditions and anticipated length  
6 of continued absence. Based upon the physician's statement and the specific  
7 circumstances surrounding the nature of continued disability, it shall be within the sole  
8 and exclusive discretion of the Sheriff, or their designee(s), whether or not to provide  
9 any continued supplemental benefits or PERS Continuation. However, revocation of  
10 supplemental benefits or benefits under the PERS Continuation Program provided  
11 under this Article shall not be arbitrary or capricious.

12           **D. Denial of Claim**

13           If the County or its agent denies the claim or if the employee accepts a  
14 compromise settlement of a disputed claim, the employee's absence from work shall,  
15 to the extent not compensated as time loss by the County, be paid from and charged  
16 against their sick leave. However, if a denied claim is subsequently accepted or  
17 reversed, sick leave will not be charged for the amount of compensated time loss.

18           **E. Borrowing of Sick Leave**

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

21           **F. Medical and Dental Benefits**

22           The County shall continue to provide medical and dental benefits for an  
23 employee with a compensable claim and their dependent(s) as provided by Article 12  
24 from the first (1<sup>st</sup>) day of occupational disability, subject to the limitations of Article 11,  
25 Health and Welfare, if any, for a period of twenty-four (24) months or such longer period  
26 as required by law.

27           **G. Retirement Contributions**

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

31

1           **H.     Regular Payday**

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

4           **I.     PERS Continuation Program**

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

10           **1.    Written Election**

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

14           **2.    Benefits**

15           The employee will receive one hundred percent (100%) of their  
16 regular straight time salary retroactive to and including the first day of the pay period  
17 in which the election is made. The County will also make full PERS contributions,  
18 including employee "pick-up," for the same time period. However, the County is not  
19 required to pay these benefits for days the employee receives regular salary under  
20 Section C of this Article. In addition, these benefits shall only be payable for those days  
21 compensated by Workers' Compensation time loss on an approved claim. If an award  
22 of retroactive benefits is made on an approved claim, the employee may elect to  
23 participate in the PERS Continuation Program at the time the decision to award  
24 benefits is made. The effective date of the election will be retroactive to the earliest  
25 date for which the employee receives retroactive Workers' Compensation benefits. If  
26 an employee elects to participate in the Program but their claim is not approved, the  
27 election will be void and the employee will be entitled to exercise the election on  
28 another occasion. However, because the election stays in effect for three (3)  
29 continuous years from the first date for which the employee actually receives PERS  
30 Continuation Benefits under this program, a Workers' Compensation claim denial after

1 the employee has received PERS Continuation benefits under this program does not  
2 void the election or create a new election opportunity.

3 **3. Duties of Participating Employees**

4 a. The employee must reimburse the County for an amount  
5 equal to the Workers' Compensation benefits received. The employee electing to  
6 participate in this program is not entitled to keep both wages and the Workers'  
7 Compensation benefits.

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

17 **4. Delinquency**

18 a. An employee who fails to pay the County as required above  
19 is considered delinquent. Employees who are delinquent may be required to pay  
20 penalties and fees. These penalties and fees can accumulate up to twice the amount  
21 of the delinquent Workers' Compensation equivalent payment.

22 **b. County Duty to Notify Employee**

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

29 **c. Collection Fees for Late Payments**

30 In addition to the missed payment, the delinquent  
31 employee is required to pay the County a fifty dollar (\$50) collection fee. The County

1 is also entitled to collect a delinquency penalty for each day of late payment after the  
2 employee receives notice of delinquency. This daily fee shall equal one percent (1%)  
3 of the Workers' Compensation benefit received by the employee for that pay period.  
4 For example, an employee who repays an eight hundred dollar (\$800) delinquency  
5 within one (1) week after receipt of the notice of delinquency will be assessed fees and  
6 penalty of one hundred six dollars (\$106), (fifty dollars (\$50) collection fee plus fifty-six  
7 dollars (\$56) in delinquency penalties). If an employee repays the delinquency prior to  
8 receipt of the notice of delinquency, the employee will be assessed only the fifty dollars  
9 (\$50) collection fee. The amounts owed by the employee can accumulate to an amount  
10 no more than twice the amount of the delinquent time loss equivalent payment.  
11 Employees who are physically or mentally disabled to such an extent that they cannot  
12 perform repayment obligations will not be assessed penalties during the period of such  
13 incapacity. In addition, an employee who has never in fact cashed the Workers'  
14 Compensation benefit check and who returns the check to the County shall not be  
15 assessed a daily delinquency penalty. These exceptions shall be enforceable through  
16 the grievance procedure.

17 **d. Request for Penalty Waiver**

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

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

29 **5. Length of Coverage**

30 An employee may choose to be covered under the PERS  
31 Continuation Program only once for the employee's entire career as a Deputy Sheriff

1 or Sergeant with Multnomah County. Once selected, the election shall continue for  
2 three (3) continuous years from the effective date of the election. The eligible employee  
3 is entitled to receive benefits under the program for the entirety or for any portion of  
4 the election period for any compensable claims.

**ARTICLE 13**

**TORT CLAIM DEFENSE AND INDEMNIFICATION**

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**A.** The County shall defend and indemnify employees covered by this Agreement against claims and judgments incurred in or arising out of the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 - 30.300.

**B.** The Association may elect to participate in a legal defense plan, such as PORAC, the provides each of its members with an attorney as a direct result of criminal charges or a criminal investigation arising out of the member's actions in the performance of their duty as a Sheriff's Office employee. In such case, the County shall reimburse to the Association on a quarterly basis the full premium amount paid to the legal defense plan on behalf of each covered member, up to a maximum of \$7.00 per member per month. The County recognizes that it is not entitled to the work product of the attorneys involved in this plan, and recognizes that there exists an attorney-client privilege between the attorney and the sworn member.

**ARTICLE 14**  
**SENIORITY & LAYOFF**

**A. Definition of Seniority**

Seniority is defined as:

1. Total length of unbroken service within the affected job classification; if a tie occurs, then
2. Total length of unbroken service with the County; if a tie occurs, then
3. Score on original examination for the affected job classification; if a tie occurs, then
4. By lot, in a manner to be determined by the Employee Services Division.

**B. Computation of Seniority**

In computing seniority, the following factors will be taken into account:

**1. Seniority through and including April 30, 1987**

Seniority for time served prior to March 1, 1987, shall be in accordance with the list given to the Association by the County during negotiations, which by this reference is incorporated herein, and in the event of bumping, in accordance with Section B.2.f. below.

**2. Seniority for time served subsequent to April 30, 1987**

Seniority for time served subsequent to April 30, 1987, shall be in accordance with the following rules:

- a. Part time regular employees shall be considered one-half (1/2) time employees for purposes of computing seniority.
- b. Time on authorized leave taken with pay will be counted.
- c. Time spent on a leave of absence without pay that exceeds thirty (30) calendar days will not count. Time spent on a temporary assignment to a non-sworn position outside the Sheriff's Office shall be considered a leave of absence without pay.

1                   d.     Time spent in a trainee or temporary capacity (e.g., PEP or  
2 Intern Programs) will not be included.

3                   e.     Time spent in a classification in previous government  
4 service will be included if the employee transferred in accordance with ORS 236.610  
5 through 236.640.

6                   f.     Employees who transferred to lower classifications (or  
7 classifications previously held) will be understood, for purposes of these guidelines as  
8 having accrued seniority in their present classifications plus the seniority accrued in  
9 the higher classifications held by them prior to their transfer.

10                  g.     Time spent on layoff will not be included.

11                  h.     Service is "broken" for purposes of this article by discharge,  
12 voluntary quit, or permanent transfer to a non-sworn classification, unless such transfer  
13 was by reason of layoff and the employee remains on the layoff list.

14                  **C.     Layoff**

15                         Reductions in force are to be identified by classification. Employees  
16 holding positions shall be subject to demotion, transfer, or layoff options in inverse  
17 order of seniority.

18                  **D.     Bumping Rules**

19                         **1.     Employees Without Permanent Status**

20                                 Within a classification, temporary, probationary, and other  
21 employees who do not have permanent status will be laid off before employees with  
22 permanent status and will not be placed on layoff lists and do not have bumping rights.  
23 The order of layoff of temporary employees shall be governed solely by the Sheriff's  
24 judgment.

25                         **2.     Part Time Employees**

26                                 Part time regular employees may bump less senior regular  
27 employees within the same classification subject to the other provisions of these  
28 guidelines.

29                         **3.     Transfer to a Lower Classification**

30                                 **a.     Right to Transfer**

1 An employee who is subject to layoff may transfer to a  
2 lower classification in the same promotional line, or to a classification previously held,  
3 if (a) a vacancy exists, or (b) if no vacancy exists, the employee has more seniority  
4 than an employee in the lower classification. Transfer will occur only if the employee  
5 meets the minimum qualifications in the transfer contemplated.

6 **b. Definition**

7 i. A "promotional line" refers to a series in which the  
8 higher classification requires service in the lower classification as a prerequisite. The  
9 following promotional line is recognized for the purposes of the Layoff provisions of this  
10 Agreement: Deputy Sheriff, Sergeant.

11 ii. A "classification previously held" refers to a  
12 classification in which the employee served as a regular employee and for which they  
13 continue to qualify.

14 iii. For purposes of this Agreement, "sworn employee"  
15 is defined as an employee who is certified by the Department of Public Safety  
16 Standards and Training (DPSST) as a police officer and is employed by the Sheriff's  
17 Office in such capacity.

18 **4. Trial Service Period**

19 An employee who has not completed a trial service period  
20 following promotion shall be afforded bumping rights to the classification previously  
21 held prior to promotion according to seniority.

22 **5. Exempt Sworn Employee**

23 An employee may be bumped by an exempt sworn employee who  
24 was previously a member of the bargaining unit and who is demoted by reason of  
25 budgetary reorganization or pursuant to Multnomah County Code 9.120(C). In such  
26 event time served in exempt sworn status shall be counted and such service shall be  
27 deemed part of the promotional line as specified in Section D.3.b.(i) above.

28 **6. Permanent Employees on Temporary Appointment**

29 A person who had acquired permanent, non-probationary status  
30 in a classification and who subsequently is given a temporary appointment shall be

1 entitled to reappointment in their former classification under the guidelines of this  
2 procedure.

3 **7. Transfers to a Higher Class**

4 Contemplated transfers to a higher level position shall be treated  
5 as a promotional opportunity and shall be open to other employees who wish to apply.

6 **E. Placement on the Layoff List**

7 **1. Notice**

8 All employees who may be subject to layoff shall be given notice  
9 in writing at least fifteen (15) working days prior to the day of expected layoff. Such  
10 notice shall stipulate the reason for layoff and shall further advise that the layoff is for  
11 reasons not reflecting discredit on the employee. The Association shall also receive  
12 such notification.

13 **2. Offer of Transfer or Demotion**

14 An employee who is subject to layoff and who is offered a transfer  
15 and/or demotion option will indicate a preference within three (3) working days. Failure  
16 to do so will be deemed as agreement to accept layoff status.

17 **3. Placement on List**

18 The name of an employee who is laid off shall be placed on a  
19 layoff list for the classification that they last held and any other lower classification in  
20 the promotional line. An employee who elects to retire shall not be considered as  
21 having layoff status and shall not be placed on a layoff list. However, an employee who  
22 accepts a transfer or demotion shall be placed on a layoff list for the classification from  
23 which they were demoted.

24 **4. Time in Layoff Status**

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

- 28 a. Upon written request of the employee; or  
29 b. Upon election to take retirement status; or  
30 c. Upon acceptance of permanent reappointment from the  
31 layoff list; or

- 1 d. Upon declining an offer of permanent reappointment; or
- 2 e. Upon failure to receive a response to a certified letter sent
- 3 to the employee's last known address within fourteen (14) calendar days of its having
- 4 been mailed.

5 **5. Listing by Seniority**

6 Names of employees laid off in good standing shall appear on the

7 layoff list according to seniority within that classification.

8 **F. Recall of Laid-Off Employees**

9 When a vacancy occurs in a classification for which a layoff list exists,

10 the employees on the list shall be recalled in order of their seniority. Failure of the

11 County to recall a laid-off employee will be permitted only when the manager submits

12 clear justification in writing to the employee and the Association that re-employment

13 would not be in the best interest of the County by reason that the employee is no longer

14 qualified for the position. The above justification shall be reviewed and processed in

15 accordance with the rules governing dismissal for cause. All laid-off employees in a

16 classification must be recalled before the County may fill a vacancy in the classification

17 through the normal examination process.

18 **G. Retirement**

19 It is understood that seniority dates as established in this Agreement do

20 not apply to retirement benefit calculations.

21 **H. Annexation**

22 **1. Intergovernmental Agreement List**

23 No provision of this Article shall be deemed to alter the order of

24 employees on the list appended to the intergovernmental agreement governing

25 annexation between Multnomah County and the City of Portland.

26 **2. Employees Hired Subsequent to the Annexation Agreement**

27 **a.** No employee hired subsequent to the above cited

28 annexation agreement will be transferred to the City of Portland in advance of

29 employees already on the intergovernmental agreement list.

30 **b.** Layoffs unconnected with annexation shall be in reverse

31 order of seniority.

1 **ARTICLE 15**  
2 **HOURS OF WORK**  
3

4 **A. Regular Hours**

5 The regular hours of work each day shall be consecutive except for  
6 interruptions for lunch periods.

7 **B. Workweek**

8 The workweek may consist of five (5) consecutive days of eight (8) hours  
9 of straight time per day or four consecutive days of ten (10) hours of straight time per  
10 day as assigned by the Sheriff or designee. Employees may voluntarily choose to split  
11 days off subject to the agreement of the Sheriff or their designee(s). This schedule is  
12 subject to rescission or modification in the same manner as a workweek schedule  
13 providing consecutive days off. Alternate work schedules may be implemented upon  
14 mutual agreement of the parties.

15 **C. Workday**

16 The workday shall consist of the current prevailing consecutive hours of  
17 work now scheduled. All employees shall be scheduled to work on a regular work shift,  
18 and each shift shall have the same starting and quitting times.

19 **D. Shift Assignment**

20 Whenever there is more than one (1) shift within the same job  
21 classification within a unit of the Sheriff's Office, employees may indicate their  
22 preference of shift and days off according to their respective seniority. Sheriff or their  
23 designee(s) will make shift assignments based on indications of seniority preference  
24 to the extent that they are consistent and do not conflict with the needs of the Sheriff's  
25 Office as reasonably determined by the unit commander. Such need will be  
26 documented in writing upon written request made to the Sheriff by the Association  
27 President.

28 **E. Work Schedules**

29 Work schedules showing the employee's shift, workdays and hours shall  
30 be posted on the employee's unit bulletin boards at all times. Except for emergency  
31 situations, and during the duration of the emergency, work schedules for any work shift

1 shall not be changed unless the changes are posted for ten (10) calendar days. If the  
2 Sheriff changes an employee's days off on an involuntary basis from those assigned  
3 as a result of the annual sign-up, and such change results in a shorter weekend at the  
4 time of the changeover, the employee shall be credited with the number of personal  
5 holidays that they lost in weekend days.

6 **F. Work Schedule Changes**

7 **1. Involuntary Changes**

8 When a special emergency situation is declared by the Sheriff or  
9 by their designee(s), unit members may be called to duty by the appropriate section  
10 commander or their designee on adjusted shifts without the normal ten (10) calendar  
11 day notification. An employee called to duty in such manner will be notified at the  
12 earliest possible time: (1) that they are being called in on a special emergency, (2) that  
13 their shift is being adjusted, (3) what the starting (and, if possible, ending) hours for  
14 their shift will be, and (4) that they will be compensated at the regular overtime rate for  
15 hours worked in excess of their regular number of work day or work week hours.

16 For the purpose of this Section, a "special emergency situation" is defined as  
17 those situations reasonably determined by the Sheriff or by their designee(s) to  
18 represent an actual or potential risk of extreme property damage or personal injury to  
19 the community.

20 **2. Voluntary Changes**

21 Changes of work days and days off will be considered voluntary if  
22 they occur at the employee's request or as a result of shift bidding.

23 **G. Rest and Meal Periods**

24 Employees are on-call during rest and meal periods and operational  
25 requirements may result in such periods being interrupted or missed. Absent such  
26 operational interruptions, the following terms shall apply:

27 **1. Meal Periods**

28 All employees shall be granted a lunch period during each work  
29 shift. Whenever practicable, the meal period will be taken in the middle of the shift. If  
30 an employee is requested to work two (2) hours beyond their regular quitting time, they  
31 will be permitted time off for a meal or rest period prior to beginning such overtime.

1                    2.    **Rest Periods**

2                                    All employees shall be permitted a fifteen (15) minute rest period  
3 during each one-half (1/2) shift.

**ARTICLE 16**  
**COMPENSATION**

**A. Wages and Classification Schedule**

**1. July 1, 2022 Wages**

Effective and retroactive to July 1, 2022, employees covered by this Agreement shall be compensated in accordance with the Wage Schedule attached to this Agreement as Addendum "A" and by this reference incorporated herein.

**2. DPSST Certification Requirements**

Employees who attain the required level of certification as referenced in Article 17 Professional Development will receive the corresponding level of compensation as indicated.

i. To receive certification pay, the employee must have met the requirements and apply for DPSST Basic Certificate at Level I, and Intermediate DPSST at Level II, and Advanced DPSST Certificate at Level III.

ii. Each employee shall be required to keep the MCSO Human Resources Director or designee aware of any changes in the employee's eligibility.

iii. Certification pay will start upon receipt by MCSO of the DPSST Certificate, retroactive to the date of eligibility or application, whichever is later.

iv. Any overpayments are fully recoverable by the County.

**3. Reopener**

If the County's estimated general fund resources in the executive budget for any fiscal year falls fifteen percent (15%) or more below the estimated general fund resources in the executive budget 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 provision for the affected fiscal year will commence on or before April 15 of the fiscal year preceding that in which the wage increase was to take effect.

1           **B. Longevity Pay**

2           Employees who have completed six (6) years of County service shall receive a  
3 longevity incentive payment of two and one-half percent (2.5%) of their base hourly  
4 wage. This provision shall be effective at the start of the employee's seventh (7th) year  
5 of service.

6           Employees who have completed fourteen (14) years of County service shall  
7 receive an additional one percent (1%) of their base hourly wage for a total longevity  
8 premium of three and one-half percent (3.5%) of their base hourly wage. This provision  
9 shall be effective at the start of the employee's fifteenth (15<sup>th</sup>) year of service.

10          Employees who have completed twenty (20) years of County service shall  
11 receive an additional one and one half percent (1.5%) of their base hourly wage for a  
12 total longevity premium of five percent (5%). This provision shall be effective at the  
13 start of the employee's twenty-first (21<sup>st</sup>) year of service.

14          "County service" includes prior law enforcement service with other law  
15 enforcement agencies, which allows laterals to receive credit for prior service for  
16 longevity pay under this Section.

17           **C. Working Out of Classification**

18          Whenever an employee replaces an employee in a higher classification  
19 and performs the majority of the principle duties of the employee in the higher  
20 classification, the employee shall be paid for such work at the rate assigned to the  
21 higher classified work in the appropriate step, according to the promotional policy.

22           **D. Pay Periods**

23          The salaries and wages of employees shall be paid semi-monthly. Pay  
24 dates under the semimonthly system shall be the same as those for Exempt County  
25 employees.

26           **E. Call-In Time**

27           **1.** Any employee who is called to work outside their regular shift shall  
28 be paid under the same terms as for making court appearances.

29           **2.** If an employee who is on Approved Leave (Vacation,  
30 Compensatory, or Personal Holiday) is called to work during that scheduled leave, the  
31 employee shall be paid under the same terms as for making court appearances. In

1 such cases employees shall have their original leave added back to their respective  
2 leave bank.

3           **3.** Employees who are required to take calls at home (either by  
4 telephone or pager) related to work but which occur outside their regularly assigned  
5 shift and/or hours not covered by callout pay, shall be compensated at the overtime  
6 rate at a minimum of fifteen (15) minutes or the length of the call whichever is greater.

7           **F. Overtime**

8           One and one half (1.5) times the employee's regular hourly rate of pay.  
9 Overtime shall be paid for work under any of the following conditions, but compensation  
10 shall not be paid twice for the same hours:

11           **1.** All authorized work performed in excess of eight (8) hours in any  
12 work day for employees on a five (5) day shift, and in excess of ten (10) hours in any  
13 work day for employees working four (4) ten (10) hour shifts per week.

14           **2.** All authorized work performed in excess of forty (40) hours in any  
15 work week.

16           **3.** All authorized work performed on the first day following the normal  
17 work week shall be paid at the rate of one and one half (1.5) times the employee's  
18 regular rate.

19           **4.** All authorized work, including any court appearances, performed  
20 on the second day (or the third day on a four-ten (4-10) work week, following the normal  
21 work week shall be paid for at the rate of two (2) times the employee's regular rate,  
22 provided the employee has worked on the first day of the weekend (or the first and  
23 second days on four-ten (4-10) work week).

24                   **i.** The double time rate shall not apply to a day declared a state of  
25 emergency by the Governor or Sheriff. Should the declared state of emergency exceed  
26 sixty (60) calendar days, per event, employees will be eligible for double time as  
27 provided under Article 16.F.4.

28                   **ii.** For an employee who is called in to work non-patrol  
29 overtime on the second day (or the third day on a (4-10) workweek), double time is  
30 payable on all hours worked between 12:00 am and 11:59 pm on the second day (or  
31 between 12:00 am and 11:59 pm on the third day on a (4-10) workweek). For example,

1 an employee on a 4-10 workweek who works on their first and second weekend days  
2 and is called in for non-patrol work on any part of their third weekend day shall receive  
3 double time on all hours worked between 12:00 am and 11:59 pm on their third  
4 weekend day.

5 **5.** Management reserves the right to authorize the payment of  
6 double time under specific conditions as identified and specifically approved by a  
7 Command Rank member.

8 **G. Compensatory Time Off**

9 In lieu of offered overtime pay under Section F above, an employee may  
10 elect to receive equivalent compensatory time off with pay so long as their unused  
11 accumulation balance does not exceed ninety-six (96) hours of paid time off.  
12 ("Equivalent" means one and one half (1.5) hours off at the straight time rate for  
13 overtime worked at the time and one and one half (1.5) hour rate; two (2) hours off at  
14 the straight time rate for overtime worked at the double-time rate). Upon separation,  
15 unused compensatory time off shall be paid off in cash to the employee or, in the event  
16 of the employee's death, their beneficiary as designated on their County-paid life  
17 insurance enrollment card, or, if none, then to their estate. During January of each  
18 year, employees may request cash-out of compensatory time balances in excess of  
19 forty (40) hours, to be paid in the last pay period of February of that year.

20 **H. Court Time**

21 **1. Compensation**

22 Officers making court appearances shall be paid at the overtime  
23 rate (if eligible under paragraph F hereof) only for those hours worked; provided,  
24 however, that if the officer works less than four (4) hours, they shall be paid at the  
25 overtime rate for the lesser of: (a) the time elapsed from the beginning of the overtime  
26 to the beginning of the shift; or (b) the time elapsed from the end of the shift to the end  
27 of the overtime; or (c) four (4) hours; provided further that in the case of multiple court  
28 appearances in the same day, time between court appearances shall be considered  
29 time worked. Upon completion of an officer's court appearance, they shall return to off  
30 duty status unless working a regular shift.

31

1                   **2.     Cancelled Court Appearance on a Day Off**

2                   If an officer complies with the Sheriff's Office Procedures Manual  
3 concerning court appearances, and is notified by the County on the day preceding the  
4 court appearance that their court appearance is still scheduled for the next day, and  
5 the next day is a weekend day off, then the officer shall be entitled to a minimum of  
6 two (2) hours of overtime even if the case in which the officer is to appear is  
7 rescheduled and the officer is not, in fact, required to make a court appearance.

8                   **I.     Distribution**

9                   Overtime work shall be distributed as equitably as practical among  
10 employees within the same job classification in each work unit.

11                  **J.     Transportation**

12                   **1.     Mileage Pay**

13                  Whenever an employee is temporarily required to report to work  
14 at any location more distant from their home than their permanent place of reporting,  
15 they shall be paid at the IRS per mile non-taxable reimbursement rate for the additional  
16 miles traveled. This provision will not apply when there is a permanent change in  
17 reporting location as determined by management, nor will it apply whenever an  
18 employee is required to appear in court, except for court appearances outside the  
19 Tri-County or Clark County area. Any mileage payments made to an employee by  
20 another municipality shall be deducted from payments to be made by the County for  
21 the same miles traveled. Current practices regarding pay during travel to and from  
22 temporary reporting locations shall be continued. Payment for mileage will be made  
23 when an individual has accumulated a minimum of twenty dollars (\$20) or at the end  
24 of the fiscal year, whichever first occurs.

25                   **2.     Court Cars**

26                  The existing practice of providing court cars at Sheriff's Office  
27 Headquarters shall be continued.

28                   **3.     Bus Pass**

29                   **a.     Statement of Purpose**

30                  For the purposes of encouraging employees to use mass  
31 transit as part of the County's ride reduction program under the Oregon Department of

1 Environmental Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well  
2 as part of the chairs commitment to limiting traffic congestion and promoting clean air,  
3 effective September 1, 2001, each benefit eligible employee shall be eligible to receive  
4 a bus pass subsidized by the County for the employee's personal use. The County will  
5 provide a one hundred percent (100%) subsidy for employee bus passes. However,  
6 the County may require that the employee pay a percentage of the cost of such pass,  
7 if the County's subsidy exceeds the IRS standard for a de minimis employee benefit.  
8 This program is offered only by Tri-Met, however C-Tran will honor the Tri-Met all zone  
9 pass, but not express routes. This program may be discontinued or changed from time  
10 to time to ensure efficient and effective implementation of the program.

11 **K. Anniversary Step Increases**

12 It is acknowledged by the parties that the County has historically given  
13 certain employees covered by this Agreement a step increase in wages, effective on  
14 the employee's anniversary date of employment and subject to certain limitations. Such  
15 policy shall be continued subject to the requirement that the officer be evaluated as  
16 making satisfactory progress in their position. Each employee shall be paid at one (1)  
17 of the steps in the range prescribed for their classification. Normally an employee will  
18 be appointed at step one at the beginning of their probationary period; the Sheriff may  
19 make an appointment to a higher step. An employee who is promoted shall be paid at  
20 the salary step in the new salary range not less than a one (1) step increase, or in the  
21 first step of the new range, whichever is greater.

22 A new or promoted employee is eligible for consideration for advancement to  
23 the next step of their salary range on the day following twelve (12) months of service  
24 in their classification, and to subsequent steps at subsequent anniversary dates (24,  
25 36, 48, and 60 months) to the top step of the pay range.

26 **L. Retirement**

27 **1. PERS/OPSRP MEMBERSHIP**

28 Employees shall be eligible for participation in the Oregon Public  
29 Employee's Retirement System (PERS) (coverage for Police Officers and Firefighters)  
30 and the Oregon Public Service Retirement Plan (OPSRP) (coverage for Police Officers  
31 and Fire Fighters), pursuant to ORS 237, 238 and 238A and subject to the terms and

1 conditions of the Agreement, dated January 22, 1982, integrating the Multnomah  
2 County Sworn Officers Retirement System and PERS, such Agreement having been  
3 entered into between the Public Employee's Retirement Board and Multnomah County  
4 pursuant to the provisions of ORS 237.051 (now ORS 238.680).

5 **2. PERS "Pick-up" and "Pick-up" Under IRC Section 414 (h) (2)**

6 The County shall "pick up" the employee contribution to PERS, six  
7 percent (6%), as permitted by ORS 238.205. The parties acknowledge that the pickup  
8 payment is inapplicable to employees who are not PERS members due to insufficient  
9 service. If for any reason the "pick up" shall become no longer legally available, the  
10 County shall on the last payroll period of this Agreement increase the wages of any  
11 affected employees by six percent and return to the limited "pick up" in effect on June  
12 30, 1998, including but not limited to the terms of compensation then in effect for non-  
13 PERS members. Pursuant to ORS 238.205(5) and (6), the parties agree and  
14 acknowledge that employee compensation was reduced in order to generate the funds  
15 needed to make these employee contributions to the employee accounts; the employer  
16 will file any required notices with the Public Employees Retirement Board.

17 **3. OPSRP "Pick-Up"**

18 The County shall "pick up" the employee contribution to OPSRP,  
19 six percent (6%), as permitted by ORS 238A.335 (1). If for any reason the ORS  
20 238A.335(1) "employer pick-up" shall become no longer legally available, the County  
21 shall on the last payroll period of this Agreement increase employee wages by six  
22 percent (6%) and return to the limited "pick up" provision provided for prior to June 30,  
23 1998, including but not limited to terms of compensation for non-OPSRP members.  
24 Pursuant to ORS 238A.335(2)(a) and (3), the parties agree and acknowledge that  
25 employee compensation was reduced in order to generate the funds needed to make  
26 these employee contributions to the employee accounts; the employer will file any  
27 required notices with the Public Employees Retirement Board.

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

1 In the event that the provisions of OPSRP are declared unenforceable, the  
2 County shall immediately enter into bargaining with the Association to resolve the issue  
3 of retirement benefits for former OPSRP members, and whether any make-whole relief  
4 should be awarded to such members for the period prior to their entry into OPSRP.

5 **4. Sick Leave in Application to Final Average Salary (PERS)**

6 In accordance with the terms of ORS 238.350 accumulated  
7 unused sick leave will be applied to final average salary.

8 **M. Coach Pay**

9 Payments related to the Coach Pay program will continue in accordance  
10 with existing policy and practice providing an eight percent (8%) premium for the active  
11 coach. The inactive coach will receive an eight percent (8%) premium for actual time  
12 spent coaching when they serve as a relief for the active coach. It is specifically agreed  
13 that a coach will be eligible for court overtime provided they have been subpoenaed to  
14 testify.

15 **N. Canine Pay**

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

22 Employees selected after November 13, 2003 and are assigned a drug  
23 detection or patrol dog as part of a canine assignment and whom are assigned  
24 responsibility for care, feeding, and maintenance of the dog during what would  
25 otherwise be off-duty hours shall be paid a premium of six percent (6%) for the duration  
26 of that assignment. Such employees shall also receive one (1) hour kennel time per  
27 shift. Employees selected for the program with a dog utilized for Search and Rescue  
28 (SAR) will be paid a premium of six-percent (6%) only for actual hours engaged in  
29 training or in-service on a SAR mission.

30

31

1           **O. VCT and Dive Team Premium**

2           Employees assigned to the Vehicle Crash Team (VCT) or Dive Team  
3 shall be paid a six percent (6%) premium for the duration of such assignment.

4           **P. SWAT/CNT Premium**

5           Members of the SWAT/CNT Team shall receive a six percent (6%)  
6 premium for the duration of the assignment.

7           **Q. SIU/US Marshals Premium**

8           Employees assigned as members of the SIU or US Marshals shall receive  
9 a six percent (6%) premium for the duration of such assignment. Employees must be  
10 certified and properly equipped to be eligible for the premium and be also available for  
11 on-call duties.

12           **R. Additional Specialty Assignments**

13           Employees assigned as members of Search and Rescue (SAR) shall receive a  
14 four percent (4%) premium for the duration of such assignment. SAR employees must  
15 be available for on-call duties.

16           Employees assigned as members of the Airborne Law Enforcement Support  
17 Team Unit (ALEST) will receive a four percent (4%) premium for the time actually  
18 working in this capacity and for authorized training related to the activity.

19           Employees assigned as members of the Rapid Response Team (RRT) will  
20 receive a four percent (4%) premium for the time actually working in this capacity and  
21 for authorized training related to the activity.

22           **S. Translator Pay**

23           The Sheriff shall maintain a list of designated translators. The Sheriff  
24 shall have the sole and exclusive right to select the languages and set the proficiency  
25 standards for a translator. Employees who are on the list shall receive three percent  
26 (3%) pay over their base rate.

27           Employees who are called to translate shall be advised at the time of the call of  
28 the translator activity. Employees are expected to willingly perform translation activities  
29 during their assigned work hours.

30

31

1           **T.     ORPAT Pay**

2                   **1.**     Participation in the ORPAT (Oregon Physical Agility Test)  
3 incentive program is voluntary. Two (2) tests based on the standardized Oregon Police  
4 Academy ORPAT will be administered by the Sheriff's Office Training Unit at least on  
5 a quarterly basis in accordance with applicable current testing protocols. The passing  
6 time for the test(s) is the standard used for police officer pre-employment and academy  
7 standard (currently 5:30 minutes)

8                   **2.**     Employees covered by this bargaining agreement who pass one  
9 of the tests described above will receive a one and one-half percent (1.5%) premium  
10 for the following twelve (12) months. The following twelve (12) months will be  
11 considered the twelve-month period following a participant's successful completion of  
12 the test. Any employee may test on a quarterly basis to qualify for the ORPAT incentive  
13 pay if: (a) they have not yet qualified for the ORPAT incentive pay; or (b) they wish to  
14 extend their twelve (12)-month qualifying period. Employees who initially qualify for the  
15 pay incentive may elect to not test again until the fourth (4<sup>th</sup>) quarter of the twelve (12)-  
16 month period after qualification, but if they fail to pass, they would not receive the pay  
17 incentive for a minimum of ninety (90) days.

18                  **3.**     Any employee who presents a written medical opinion from a  
19 physician verifying that the employee, due to illness or injury, is unable to participate  
20 in a given ORPAT test or any portion of a given ORPAT test, will have the option of  
21 participating in an alternative fitness/health assessment designed to test  
22 cardiovascular condition, flexibility, and strength at a level equivalent to the ORPAT or  
23 the omitted portion thereof. The type of alternative fitness/health assessment will be  
24 determined by the Sheriff, in collaboration with the Association, and based upon the  
25 recommendations of an occupational therapist. The Sheriff will make the final decision  
26 as to the type of assessment.

27                  **4.**     The County agrees that ORPAT results shall not be disclosed to  
28 DPSST except upon request by DPSST, and then only if the County is legally obligated  
29 to release the results.

30                  **5.**     Results on the ORPAT test shall not be considered by the County  
31 in the imposition of any disciplinary action.

1           **U. Detective Premium**

2           Deputy Sheriffs and Sergeants assigned to Detectives shall receive a  
3 premium of six percent (6%) for the duration of the assignment. To qualify for the  
4 premium, employees must be in a regular or temporary assignment that includes the  
5 duties of both (a) being on the Major Crimes Team (MCT), and (b) being in the  
6 Detectives on-call pool.

7           **V. Recovery of Overpayments**

8           **1.**     If an employee receives a payment from the County in excess of  
9 the amount to which they are entitled under this agreement, the parties agree that  
10 recovery by the County shall be governed by this section. The parties also agree that  
11 the specific amount and time period over which recovery occurs should be fair and  
12 reasonable under all the relevant circumstances.

13           **2.**     If an apparent overpayment comes to the attention of the County's  
14 central Payroll Unit, the central Payroll Unit shall notify the employee and Association  
15 of the proposed amount and schedule for repayment, and shall state the reason why  
16 the payment is believed to have been in error. Such notice shall be sent by certified  
17 mail, return receipt requested, to the employee's home address. On or before the date  
18 it mails the proposal to the employee, the central Payroll Unit shall send a copy of it to  
19 the Association by first class U.S. mail and to the MCSO's Human Resources Manager  
20 and the County's Labor Relations Manager.

21           **3.**     If the employee or Association disagrees with the proposed  
22 amount or repayment schedule, the employee or Association shall notify the County's  
23 Labor Relations Manager of such disagreement within thirty (30) days after the Payroll  
24 Unit's proposal is first delivered to the employee's home address, whichever applies.  
25 Such notice shall be by certified mail, return receipt requested, to the County Labor  
26 Relations Division's business address or by in-person delivery, with a signed and dated  
27 receipt obtained from the receiving member of the Labor Relations Division staff. If the  
28 employee or Association does not provide such notice to the Labor Relations Manager  
29 in a timely and complete manner as provided in this subsection and subsection 4  
30 below, the central Payroll Unit's proposal shall be deemed accepted. The Association  
31 or employee shall mail a copy of the notice to MCSO's Human Resources Manager

1 and the County's central Payroll Unit not later than the date he/she delivers or mails it  
2 to the Labor Relations Manager.

3           **4.**     The notice submitted by an employee or the Association pursuant  
4 to subsection 3 above must specify the alternative amount or repayment schedule that  
5 the Association believes is appropriate, and the facts that cause the employee or  
6 Association to believe that the Central Payroll Unit's proposal was not fair and  
7 reasonable under all the relevant circumstances.

8           **5.**     If the Labor Relations Manager disagrees with the employee's or  
9 Association's alternative repayment amount or schedule, they shall notify the  
10 Association within thirty (30) days after the employee or Association delivered timely  
11 and complete notice to the Labor Relations Manager as set out in subsections 3 and 4  
12 above. In such notice the Labor Relations Manager shall state why they disagree with  
13 the employee's or Association's proposal. The Labor Relations Manager may  
14 thereafter submit the dispute to binding arbitration pursuant to Article 20, section A, of  
15 the collective bargaining agreement. The arbitrator shall decide the amount and  
16 repayment schedule that is fair and reasonable in light of all relevant facts.

17           **X.     Stacking of Premiums**

18           Employees eligible for premium pay under any provision of this agreement  
19 may receive two (2) such premiums up to a maximum of 10%. Premiums do not  
20 compound on one another. Longevity, Professional Development (DPSST certification  
21 and Bachelor's Degree Pay), Coach Pay, Canine Pay, Translator Pay and ORPAT Pay  
22 are not considered premium pay for purposes of this section.

23           **W.     Inclusion of Premium Pay Rates For Calculation of Payoffs At**  
24 **Termination**

25           The base wage rate on which pay off of accumulated vacation and  
26 holiday hours is premised shall include any premium pay rate that applied to the  
27 employee at any time during the pay period in which the employee's employment  
28 terminates and the preceding pay period; PROVIDED that if the employee received  
29 more than one (1) premium pay rate during this period, the premium rate used in  
30 determining payoff shall be the highest percentage that the employee could have

1 earned had they qualified simultaneously for the premiums, as provided in section U  
2 above.

3 **X. Shift Differential**

4 **1. Sworn Employees**

5 **a. Regularly Scheduled Shifts**

6 Employees regularly assigned to an evening shift shall  
7 receive a differential equal to three percent (3%) of their base wage rate for all such  
8 hours worked. Employees regularly assigned to a night shift shall receive a differential  
9 equal to four percent (4%) of their base wage rate for such hours worked. For purposes  
10 of this section, an "evening shift" shall be defined as a shift in which the fifty percent  
11 (50%) or more of the hours fall after 2:00 pm. A "night shift" shall be defined as a shift  
12 in which fifty percent (50%) or more of the hours fall after 10:00 pm.

13 **b. Hours Worked Outside of Regularly Scheduled Shifts**

14 **i. Employees Regularly Assigned to Day Shift**

15 **(1)** Employees regularly assigned to a day shift  
16 who report for duty before 6:00 a.m. and work four (4) or more hours before beginning  
17 their regularly scheduled shift will receive night shift differential for all hours worked  
18 immediately previous to the beginning of their regularly scheduled shift.

19 **(2)** Employees regularly assigned to a day shift  
20 ending on or after 2:00 p.m. who remain on duty for four (4) or more hours after their  
21 regular shift ends will receive evening shift differential for all hours worked immediately  
22 following the end of their regularly scheduled shift.

23 **(3)** Employees regularly assigned to a day shift  
24 who are called in to duty between the hours of 2:00 p.m. and 10:00 p.m. will receive  
25 evening shift differential for all hours worked during the call-in shift; those who are  
26 called in to duty between the hours of 10:00 p.m. and 6:00 a.m. will receive night  
27 differential for all hours worked during the call-in shift.

28 **ii. Employees Regularly Assigned to Evening Shift**

29 Employees regularly assigned to an evening shift  
30 ending on or after 10:00 p.m. and who remain on duty for four (4) or more hours after

1 their regular shift ends will receive night shift differential for all hours immediately  
2 following their regularly scheduled shift.

3 Employees regularly assigned to evening shifts that are called in to duty  
4 between the hours of 10:00 p.m. and 6:00 a.m. will receive night differential for all hours  
5 worked during the call-in shift.

6 Employees regularly assigned to an evening shift will receive evening shift  
7 differential for all other hours worked.

8 **iii. Employees Assigned to Night Shift**

9 Employees regularly assigned to a night shift will  
10 receive night shift differential for all hours worked.

11 **Y. Basic Overtime Rate**

12 The parties agree that the overtime factor is one and one-half (1.5).  
13

14 **Z. Calculation of Regular Pay, Premium Pay, Overtime Rate and Grand**

15 **Total Gross**

16 **1. Regular Pay**

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

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

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

25 **2. Premium Pay**

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

27 **Example:**

28 SWAT x "n1" = SWAT Pay

29 Translator x "n1" = Translator Pay

30 Swing Shift Differential x "n1" = Shift Differential Pay

31 **3. Average Overtime Rate**



1 currently rendered by the eligible employee. Each new employee will be automatically  
2 enrolled in the County's Deferred Compensation program, with an employee  
3 contribution rate of one percent (1%) of the employee's pre-tax wages, unless they  
4 choose to opt out.

**ARTICLE 17**  
**PROFESSIONAL DEVELOPMENT**

**A. Participation Voluntary**

This Professional Development Program is a voluntary program. Employees may elect to participate or refrain from participation.

**B. Summary of Requirements**

Employees who attain the required level of achievement under this plan will receive the corresponding level of additional compensation as indicated in this section. Incentive pay is for the specified level only; levels do not compound. An employee must qualify under the "Requirement Summary" to qualify for additional "Bachelor's Degree" pay.

<b><u>LEVEL</u></b>	<b><u>DPSST</u> <u>% ABOVE BASE</u> <u>HOURLY WAGE</u></b>	<b><u>REQUIREMENT SUMMARY*</u></b>	<b><u>Bachelor's</u> <u>Degree</u> <u>% Above Base</u> <u>Hourly Wage**</u></b>
I	Total of 2.5% DPPST Pay	<ul style="list-style-type: none"> <li>• Completion of 12 to 18 months initial probation as applicable</li> <li>• Basic DPSST certification</li> </ul>	Total of 1% Bachelor's Degree Pay
II	Total of 5% DPSST Pay	<ul style="list-style-type: none"> <li>• 12 months service as an MCSO Deputy Sheriff following completion of initial probation of 12 to 18 months as applicable</li> <li>• Intermediate DPSST certification</li> </ul>	Total of 2% Bachelor's Degree Pay
III	Total of 10% DPSST Pay	Same as Level II plus: <ul style="list-style-type: none"> <li>• Advanced DPSST certification</li> </ul>	Total of 3% Bachelor's Degree Pay

\*Lateral hires from other law enforcement agencies are immediately eligible for DPSST and Bachelor's Degree incentive pay upon hire. In addition, lateral hires will be placed on a pay step on the pay scale with credit for their prior law enforcement experience (examples: a lateral deputy with four years of prior law enforcement

- 1 experience will be placed at Step 4; a lateral deputy with ten years of prior law
- 2 enforcement experience will be placed at Step 6).
- 3 \*\*A Bachelor's degree must be from an accredited college or university.

1 **ARTICLE 18**

2 **PROBATION AND TRIAL SERVICE PERIOD**

3  
4 **A. Probation**

5 Every person appointed to a position in the bargaining unit shall serve a  
6 probationary period not to exceed eighteen (18) months. Lateral hires from other law  
7 enforcement agencies are subject to a twelve (12) month probationary period. A  
8 probationer may be discharged at any time during probation if, in the opinion of the  
9 Sheriff, their continuance in County service would not be in the best interest of the  
10 County. Issues regarding probationary employee discharge or discipline may not be  
11 grieved.

12 **B. Trial Service Period**

13 Every person promoted from one position in the bargaining unit to  
14 another shall serve a trial service period of twelve (12) months. During the trial service  
15 period an employee may be demoted to the classification previously held if, in the  
16 opinion of the Sheriff, their continuance in the higher classification would not be in the  
17 best interest of the County. Issues regarding the demotion of a trial service employee  
18 to the classification previously held may not be grieved.

1 **ARTICLE 19**

2 **DISCIPLINE AND DISCHARGE**

3  
4 **A. Discipline**

5 Disciplinary action or measures shall include only the following: oral  
6 reprimand, written reprimand, forfeiture of vacation leave, forfeiture of personal  
7 holiday(s), forfeiture of compensatory time, suspension without pay, demotion, or  
8 discharge in writing, or any combination thereof. Management reserves the right to  
9 offer the option of forfeiture of leave, holidays or compensatory time. Forfeiture of leave  
10 or holidays for disciplinary action shall be an option of the employee.

11 Disciplinary action may be imposed upon any employee for failing to fulfill their  
12 responsibilities as an employee. Any disciplinary action imposed upon an employee,  
13 except oral reprimands, may be processed as a grievance through the regular  
14 grievance procedure. If the County has reason to reprimand an employee, every  
15 reasonable effort will be made to accomplish the reprimand in a manner that will not  
16 embarrass the employee before other employees or the public.

17 1. Informal actions such as oral counseling and letters of expectation  
18 are, in appropriate circumstances, preferred precursors to more formal disciplinary  
19 action. Further, less severe disciplinary actions such as oral or written reprimands are  
20 usually the first steps taken in constructive discipline. As a general rule, such less  
21 severe disciplinary actions are to be taken for infractions of a minor nature involving  
22 violation of a rule, regulation, standard of conduct, safety practice or authoritative  
23 instruction or directive. More severe disciplinary actions such as forfeiture of vacation  
24 leave, forfeiture of personal holiday(s), forfeiture of compensatory time, demotion,  
25 suspension without pay, and discharge will be used for more serious offenses or when  
26 clarification of expectations and less severe disciplinary action has not corrected  
27 unacceptable patterns of behavior. Disciplinary actions will be administered promptly,  
28 in a fair, firm, and equitable manner, only for just cause, and with employee rights fully  
29 protected.

1           2.     The employer agrees that such measures as assignment to  
2 menial or dirty tasks or disapproval of leave requests will not be used as disciplinary  
3 measures.

4           3.     Except when on duty, or whenever acting in their official capacity,  
5 no employee shall be prohibited from engaging in political activity.

6           **B.     Discharge**

7           1.     The County shall not discharge any non-probationary employee  
8 without just cause.

9           2.     The Association shall have the right to take up the suspension  
10 without pay or discharge as a grievance at Step III of the grievance procedure, and the  
11 matter shall be handled in accordance with the procedures set out in Article 20 for  
12 Settlement of Disputes.

13          3.     Any employee found to be unjustly suspended without pay or  
14 discharged shall be reinstated with full compensation for all lost time and with full  
15 restoration of all other rights and conditions of employment, unless otherwise provided  
16 by the reinstatement order.

17          **C.     Internal Investigatory Procedures**

18          1.     **Office of the Sheriff Manual of Procedures and Work Rules**

19                 The Sheriff's Office agrees to meet and confer in a timely manner  
20 with the Association over any changes in the internal investigatory procedures. Any  
21 bargaining obligation that may result from anticipated changes to internal investigatory  
22 procedures will be determined in accordance with PECBA.

23          2.     **Contractual Internal Investigatory Procedures**

24                 The procedures contained in this section apply only to internal  
25 investigations.

26           a.     **Advance Notice**

27                 Prior to being interviewed regarding an internal  
28 investigation that management has a reasonable basis for believing may lead to  
29 administrative or criminal charges, an employee shall be:

30                 i.     Informed of the nature of the investigation and  
31 whether they are a witness or a subject, if and when that fact is known; and informed

1 of other information necessary reasonably to apprise him of the nature of the  
2 allegations of the complaint;

3                   ii.     Afforded an opportunity to contact and consult  
4 privately with an Association appointed attorney and/or representative of the  
5 Association; and

6                   iii.     Given notice not less than twenty-four (24) hours  
7 before the initial interview commences or written reports are required from the  
8 employee, whenever such delay in conducting the interview will not jeopardize the  
9 successful accomplishment of the investigation, or when criminal culpability is not at  
10 issue.

11                   **b.     Interview Safeguards**

12                   i.     Any interview of an employee shall occur when the  
13 employee is on duty, unless management reasonably believes that the seriousness of  
14 the investigation dictates otherwise.

15                   ii.     Interviews shall take place at a reasonable location  
16 as determined by management.

17                   iii.     The employee shall retain all customary Weingarten  
18 rights, as well as any additional rights granted by this Article.

19                   iv.     The employee being interviewed shall be informed  
20 of the name, rank and command of the individual in charge of the investigation, the  
21 individual conducting the interview, and all other individuals present during the  
22 interview.

23                   v.     Interviews shall be held under reasonable  
24 conditions.

25                   vi.     Interviews and investigations shall be concluded  
26 without unreasonable delay, in view of circumstances confronted in the investigation.

27                   c.     If the employee about to be questioned may be charged  
28 with a criminal offense or is under arrest, or is likely to be charged with a criminal  
29 offense or placed under arrest as a result of the questioning, they shall be completely  
30 informed of all their constitutional rights prior to the commencement of any questioning,

1 including but not limited to the employee's right to consult with criminal defense counsel  
2 with respect to the criminal charge and/or arrest.

3                   d.     When the investigation results in criminal charges being  
4 filed, the employee shall retain all discovery rights available under state law.

5                   e.     The parties agree to abide by ORS 659.840 regarding  
6 polygraph examinations.

7                   f.     **Disciplinary Action**

8                   i.     When an investigation results in determination of a  
9 sustained complaint and disciplinary action is taken, management shall have the right  
10 to place anything related to the disciplinary action in an employee's personnel file.

11                  ii.    An employee shall have the right of access to their  
12 personnel file as well as the right to place a letter of response to any material contained  
13 in the file, when disciplinary action results from an internal investigation.

14                  iii.   No investigation shall be considered complete nor  
15 shall the IAU file be forwarded to the Inspector for making of recommendations as to  
16 culpability unless the employee and Association have been given a complete copy of  
17 the IAU file and an opportunity to review it and add any additional evidence the  
18 employee or Association believes should be considered.

19                  g.     **De Minimis Violations**

20                         A de minimis violation of these procedures that does not  
21 compromise fairness and the basic intent of the procedures as set forth in the Article  
22 shall not be the basis of a challenge to management's disciplinary action. This  
23 provision is covered by the parties' grievance procedure.

24           D.     **Record of Employee Conduct**

25                   1.     **Use in Arbitration**

26                         If records of any disciplinary action are introduced in an arbitration  
27 hearing, the arbitrator shall determine the relevance (if any) of the prior disciplinary  
28 action(s).

29                   2.     **Removal of Records From File**

1                   a.     Subject to paragraphs c and d below, written reprimands  
2 will be removed from an employee's personnel file on written request of the employee  
3 more than three (3) years from the date the reprimand was imposed.

4                   b.     Subject to paragraphs c and d below, letters imposing  
5 forfeiture of vacation leave, forfeiture of personal holiday(s), forfeiture of compensatory  
6 time, unpaid suspension, or demotion will be removed from an employee's personnel  
7 file on written request of the employee more than five (5) years from the date the  
8 discipline was first implemented.

9                   c.     Notwithstanding paragraphs a or b above and subject to  
10 paragraph d below, if any disciplinary action (that survives any appeal) is imposed  
11 during the minimum file life of an earlier disciplinary action, the file life of the earlier  
12 disciplinary action shall be extended by a period equal to its original file duration (e.g.  
13 three (3) additional years for written reprimands). However, upon written request of an  
14 employee the Sheriff may, in their discretion, authorize and direct removal from the  
15 employee's personnel file of disciplinary actions that have been renewed in this manner  
16 prior to the date they would otherwise qualify for removal.

17                   d.     Notwithstanding any other provision of this subsection 2,  
18 no disciplinary action may be removed from an employee's personnel file that was  
19 based in whole or in part on charges of prohibited harassment (e.g. sex, race, etc.),  
20 untruthfulness, dishonesty, excessive use of force, or insubordination.

21                   e.     Any document(s) removed from a sworn employee's  
22 personnel file will be maintained by the County in a confidential records retention file  
23 for ten (10) years after the sworn employee leaves the County's employment and  
24 provided to other law enforcement agencies that are considering hiring the sworn  
25 employee in accordance with applicable law.

26                   **3.     Employee Review of Personnel Records**

27                   a.     Subject to the terms and restrictions of ORS 652.750,  
28 MCSO will provide reasonable opportunity for each employee to inspect their  
29 personnel records which are used or have been used to determine the employee's  
30 qualification for employment, promotion, additional compensation or employment

1 termination or other disciplinary action. At the request of the employee, the MCSO will  
2 furnish a copy of such records.

3                                   **b.** Employees may attach a written response to personnel  
4 records as described in paragraph a., above.

1 **ARTICLE 20**  
2 **SETTLEMENT OF DISPUTES**  
3

4 **A. Grievance Procedure**

5 Any grievance or dispute which may arise between the parties, involving  
6 the application, meaning or interpretation of this Agreement, shall be settled in the  
7 following manner:

8 **Step I:**

9 After first attempting to resolve the grievance informally through the chain  
10 of command, any employee, with notice to the Association in writing, or the Association  
11 may present in writing such grievance to the appropriate Chief Deputy, e.g., Law  
12 Enforcement Branch, within fifteen (15) working days of its occurrence; if at that time  
13 the individual employee or their representative is unaware of the grievance, it may be  
14 presented in writing fifteen (15) working days of the time the employee first has  
15 knowledge or should have had knowledge of its occurrence. The notice shall include  
16 the name of the grievant, a statement of the grievance and relevant facts, applicable  
17 provisions of the contract alleged to have been violated, and remedies sought. The  
18 Chief Deputy shall respond to the grievant or their representative, and the Association,  
19 in writing within fifteen (15) working days.

20 **Step II:**

21 If the grievance has not been answered or resolved at Step I, it may be  
22 presented, in writing, by the grievant, or the Association, to the Sheriff, or their  
23 designee(s), within fifteen (15) working days after the response of the Chief Deputy is  
24 due. The Sheriff, or their designee(s), shall respond in writing to the grievant or their  
25 representative, and the Association, within fifteen (15) working days.

26 **County Grievances:**

27 When the County has a grievance, it may be presented in writing to the  
28 Association through the Sheriff, or their designee(s). The parties will each then  
29 promptly appoint two (2) persons to serve as a Board of Adjustment to consider the  
30 grievance of the County and resolve the dispute. If the Board of Adjustment is unable  
31 to resolve the dispute within fifteen (15) working days of the notification to the

1 Association, then the County may request arbitration under this Grievance Procedure,  
2 by written notice to the Association.

3 **Step III:**

4 If the grievance has not been answered or resolved at Step II, it may be  
5 presented in writing by the Association on behalf of the grievant, or by the Association,  
6 to central Labor Relations within fifteen (15) working days from the date after the Step  
7 II response of the Sheriff is due. Labor Relations shall respond in writing to the grievant  
8 and the Association within fifteen (15) working days.

9 **Step IV:**

10 If the grievance still remains unresolved, the Association may submit the  
11 matter in writing to binding arbitration but must do so within fifteen (15) working days  
12 after the Step III response from Labor Relations is due.

13 **Arbitration:**

14 After the grievance has been submitted to arbitration, for any grievance  
15 except for disciplinary grievances involving law enforcement officers, the Association  
16 and the Employee Services Division, acting as the Sheriff's representative, shall jointly  
17 request the Oregon State Conciliation Service for a list of the names of seven (7)  
18 Washington or Oregon arbitrators. The parties shall select an arbitrator from the list by  
19 mutual agreement. If the parties are unable to agree on a method, the arbitrator will be  
20 chosen by the method of alternate striking of names; the order of striking to be  
21 determined by lot. One (1) day shall be allowed for the striking of each name. The final  
22 name left on the list shall be the arbitrator. Nothing in this section shall prohibit the  
23 parties from agreeing upon a permanent arbitrator or permanent list.

24 After the grievance has been submitted to arbitration for any disciplinary  
25 grievance involving a law enforcement officer, arbitrator selection shall be in  
26 accordance with ORS 243.808.

27 The arbitrator shall be requested to begin taking evidence and testimony within  
28 a reasonable period after submission of the request for arbitration; taking into account  
29 the schedules of the parties, representatives, and witnesses, as well as that of the  
30 arbitrator; and they shall be requested to issue their decision within thirty (30) days  
31 after the conclusion of testimony and argument. The parties hereby vest the arbitrator

1 with authority to compel the attendance of witnesses on behalf of either party by  
2 issuance of a subpoena, the cost of which shall be borne by the party requesting the  
3 subpoena.

4 The arbitrator's decision shall be final and binding, but they shall have no power  
5 to alter, modify, amend, add to, or detract from the terms of the Contract. The decision  
6 shall be in writing, be within the scope and terms of the contract, and contain an  
7 explanation of the reasoning utilized in making the decision. Any decision of the  
8 arbitrator may provide for retroactivity not exceeding sixty (60) calendar days prior to  
9 the date the grievance was first filed with the Sheriff, and it shall state the effective date  
10 of the award.

11 Expenses for the arbitration shall be borne by the losing party. Each party shall  
12 be responsible for compensating its own representatives and witnesses. If either party  
13 desires a verbatim recording of the proceedings, it may cause such a record to be  
14 made, on the condition that it pays for the record and makes copies available without  
15 charge to the other party and the arbitrator.

16 Any time limits specified in the grievance procedure may be waived by mutual  
17 consent of the parties. A grievance may be terminated at any time upon receipt of a  
18 signed statement from the Association that the matter has been resolved. For purposes  
19 of this Article, working days mean Monday through Friday, excluding recognized  
20 holidays under the management compensation package.

21 **B. Stewards**

22 Employees selected by the Association to act as Association  
23 representatives shall be known as "Association Representatives". The independent  
24 authority to act as "Association Representative" shall reside with the Association  
25 Officers (President, Vice President and Secretary/Treasurer) and any other individual  
26 designated by the Association's President. The names of the employees selected as  
27 Association Representatives and the names of other individuals who may represent  
28 employees shall be certified in writing to the County by the Association.

29 **C. County-Association Meetings**

30 The Sheriff or their designee(s) shall meet at mutually convenient times  
31 with the Association committee. All committee meetings with the County may be held

1 during working hours on County premises without loss of pay. The Association  
2 committee shall consist of three (3) members selected by the Association.

3 The purposes of the County-Association meeting shall be as follows:

4 1. To develop recommendations to adjust impending grievances,  
5 and to discuss procedures for avoiding future grievances.

6 2. To function as a safety committee as prescribed by Oregon law,  
7 and to make recommendations to ensure safe operation of the Multnomah County  
8 Sheriff's Office. The committee may consider issues involving employee safety and  
9 working environment and may prepare a report enumerating and discussing its  
10 recommendations, financial impact and other relevant factors. Such report may be  
11 directed to the County Commissioners, County Executive's Office, or Sheriff, as  
12 appropriate. The committee shall meet at the request of either the Sheriff or  
13 Association.

14 3. To make recommendations to accomplish goals and objectives as  
15 established by the Board of County Commissioners in their budget process, and  
16 further, to make recommendations to modify and improve such goals and objectives  
17 as established by the Board of County Commissioners. This function of the committee  
18 is in recognition of the fact that there is a mutual benefit to the County and the  
19 Association to establish and meet goals and objectives, which are designed to increase  
20 the productivity and efficiency of all County employees.

21 **D. Processing Grievances**

22 Grievance Committee members may investigate and process grievances  
23 during working hours, within reasonable limits, without loss of pay, and all efforts shall  
24 be made to avoid disruptions and interruption of work.

1 **ARTICLE 21**  
2 **GENERAL PROVISIONS**  
3

4 **A. No Discrimination**

5 The provisions of this Agreement shall be applied equally to all  
6 employees in the bargaining unit without discrimination as to age, marital status, race,  
7 color, sex, creed, religion, national origin, familial status, gender identity, source of  
8 income, or political affiliation. It is further agreed that there will be no discrimination  
9 against the handicapped unless bona fide job-related reasons exist. The Association  
10 shall share equally with the County the responsibility for applying the provisions of the  
11 Agreement.

12 All references to employees in this Agreement designate both sexes, and  
13 wherever the male gender is used it shall be construed to include male and female  
14 employees.

15 **B. Bulletin Boards**

16 The County agrees to furnish and maintain suitable bulletin boards in  
17 convenient places to be used by the Association. The Association shall limit its postings  
18 of notices and bulletins to such bulletin boards. All postings will be signed and dated  
19 by an appropriate Association officer.

20 **C. Visits by Association Representatives**

21 The County agrees that representatives of the Association, upon  
22 reasonable and proper introduction, shall have reasonable access to the premises of  
23 the County at any time during working hours to conduct Association business. The  
24 Association agrees that such visits will cause no disruptions or interruptions of work.

25 **D. Assignment of Association President**

26 Subject to the mutual agreement of the Sheriff and the current  
27 Association president, the president may be assigned to the Sheriff's Office or to  
28 another day shift assignment.

29 **E. Rules**

30 The County agrees to furnish each employee in the bargaining unit with  
31 a copy of all existing work rules and to provide a copy of new rules before their effective

1 date, when possible. New employees shall be provided a copy of the rules at the time  
2 of hire.

3 **F. Existing Conditions**

4 Except as specifically provided in this Agreement, no provision of this  
5 Agreement is intended to change existing wages, hours, fringe benefits, or any other  
6 working conditions when such wage, hour, fringe benefit or working condition  
7 represents a mandatory subject of bargaining which traditionally have constituted a  
8 benefit to the employee. Any such change shall be subject to mutual agreement  
9 between the parties before becoming effective and shall immediately be prominently  
10 posted on all Multnomah County Sheriff's Offices bulletin boards for not less than  
11 fourteen (14) consecutive days. The county will solicit and be receptive to the input of  
12 the Association regarding any other changes in existing working conditions proposed  
13 by the County.

14 **G. Supremacy of Contract**

15 To the extent allowable by Oregon Revised Statutes whenever a conflict  
16 arises between this Agreement and Multnomah Code 3.10 or its successor, or any  
17 County personnel rules or Sheriff's Office policy, this Agreement shall prevail.

18 **H. Contract Negotiations**

19 **1.** The Association's negotiating team, to be comprised of not more  
20 than three (3) officers, shall be permitted to attend negotiating meetings with the  
21 County representatives without loss of pay relative to securing contract renewal to the  
22 extent that such meetings are scheduled during working hours of the members so  
23 attending. In addition, the Association's attorney may attend and participate in  
24 negotiations.

25 **2.** Members of the Association's negotiating team who are attending  
26 negotiating meetings during other than their regular work hours shall be considered to  
27 be transferred to the day shift for each day on which negotiations are held.

28 **I. Safety**

29 The parties agree that the Oregon Safe Employment Act is applicable to  
30 County employment.

31

1           **J.     Speech Rule**

2           The Sheriff's Office encourages constructive criticism, but the efficiency,  
3 discipline and harmony of the Multnomah County Sheriff's Office are best served when  
4 criticism is initially directed through official channels for proper action. Employees shall  
5 not publicly criticize any order, action or policy of the Office of the Sheriff or any fellow  
6 employee if such public criticism will significantly damage the efficiency of any  
7 employee or the efficiency or discipline of the Sheriff's Office or if it will adversely affect  
8 the public's confidence in the Sheriff's Office. Employees may comment with  
9 non-inflammatory statements and factual information on departmental orders, actions,  
10 or policies of general public interest. An employee with information indicating a crime  
11 or fraud by a fellow employee shall forward that information to the appropriate  
12 enforcement agency.

13           **K.     Contract Work**

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

23           **2.**     The County agrees to meet with the Association to discuss the  
24 effect of proposed contracting out or subcontracting prior to the presentation of the  
25 proposal to the County Chair or Board for formal action.

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

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

1 **ARTICLE 22**

2 **SAVINGS CLAUSE AND FUNDING**

3  
4 **A. Savings Clause**

5 If any Article, Section, or portion thereof, of this Agreement is held  
6 unlawful and unenforceable by any court of competent jurisdiction, or any  
7 administrative agency having jurisdiction over the subject matter, such decision shall  
8 apply only to the specific Article, Section, or portion thereof directly specified in the  
9 decision. Upon the issuance of any such decision, the parties agree immediately to  
10 negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof.  
11 All other portions of this Agreement, and the Agreement as a whole, shall continue  
12 without interruption for the term hereof.

13 **B. Funding**

14 The parties recognize that revenue needed to fund the wages and  
15 benefits provided by the Agreement must be approved annually by established budget  
16 procedures. The total of all such wages and benefits is, therefore, contingent upon  
17 sources of revenue and annual budget approval. The County shall not cut wages and  
18 benefits specified in this Agreement because of budgetary limitations, but cannot and  
19 does not guarantee any level of employment in the bargaining unit covered by this  
20 Agreement. The County agrees to include in its annual budget request amounts  
21 sufficient to fund the wages and benefits provided by this Agreement, but makes no  
22 guarantee as to the passage of such budget request pursuant to established budget  
23 procedures. This Section B and County action hereunder shall not be subject to the  
24 Resolution of Disputes Procedures of Article 20.

**ARTICLE 23**  
**ENTIRE AGREEMENT**

**Entire Agreement**

The parties acknowledge that during the negotiations which resulted in this 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 Multnomah County Personnel Ordinance adopted August 28, 1980, as amended, or its successor; the Rules and Regulations of the Multnomah County Merit Civil Service Council; and the Multnomah County Personnel Rules. 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 bargain collectively with respect to any subject or 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 in this Article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement; nor shall the Association and the Chair or Sheriff or their designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

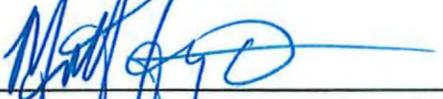
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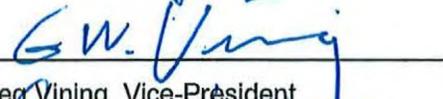
**ARTICLE 24**  
**TERMINATION**

This Agreement shall be effective upon ratification, and shall remain in full force and effect until the 30th day of June 2026. Negotiations for a successor agreement shall commence no later than February 1, 2026. The contract 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 6<sup>th</sup> day of October, 2022.

**MULTNOMAH COUNTY  
DEPUTY SHERIFF'S ASSOCIATION**

  
\_\_\_\_\_  
Matt Ferguson, President

  
\_\_\_\_\_  
Greg Vining, Vice-President

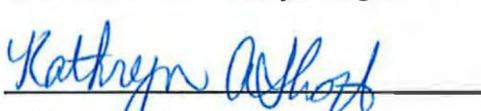
  
\_\_\_\_\_  
Cody Wolf, Secretary/Treasurer

**NEGOTIATED FOR THE UNION BY:**

  
\_\_\_\_\_  
Anil S. Karia  
DSA Attorney

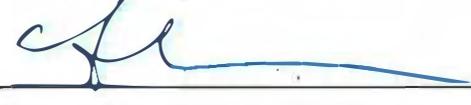
**REVIEWED:**

**Kathryn Short, Assistant County Attorney  
For Multnomah County, Oregon**

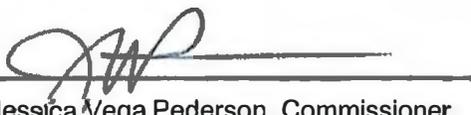
  
\_\_\_\_\_  
Kathryn Short  
Assistant County Attorney

**MULTNOMAH COUNTY, OREGON  
BOARD OF COUNTY COMMISSIONERS**

  
\_\_\_\_\_  
Deborah Kafoury, Chair

  
\_\_\_\_\_  
Sharon Meleran, Commissioner

  
\_\_\_\_\_  
Susheela Jayapal, Commissioner

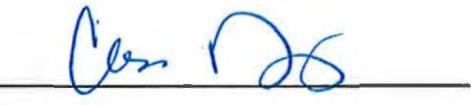
  
\_\_\_\_\_  
Jessica Vega Pederson, Commissioner

  
\_\_\_\_\_  
Lori Stegmann, Commissioner

**MULTNOMAH COUNTY SHERIFF**

  
\_\_\_\_\_  
Michael Reese, Sheriff

**NEGOTIATED FOR THE COUNTY BY**

  
\_\_\_\_\_  
Cessa Diaz  
Interim Labor Relations Director  
Department of County Management

**ADDENDUM A**

**WAGES**

**Wages Effective July 1, 2022:**

Effective and retroactive to July 1, 2022, the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Deputy Sheriff	\$36.45	\$38.03	\$39.36	\$41.02	\$42.66	\$44.79
Sergeant	\$46.83	\$48.56	\$50.48	\$52.85	\$55.49	-

Upon transition to this new pay scale effective July 1, 2022, Deputy Sheriffs and Sergeants will maintain their step number with existing step increase dates, except that Step 6 Sergeants will all move to Step 5 Sergeant (new Top Step Sergeant). (For example, a Step 4 Deputy Sheriff will remain at Step 4 effective July 1, 2022, but under the new pay scale, with their existing step increase anniversary date.)

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

Should a retention bonus be offered to members of the Multnomah County Corrections Deputy Association, in excess of 2% in 2022 or any additional retention bonus in 2023, members of DSA will be eligible to receive any such additional retention bonuses to be paid out in 2022 and July 1, 2023.

**Wages Effective July 1, 2023:**

1 Effective July 1, 2023, the straight-time base hourly wage rates and ranges of  
2 employees covered by this agreement shall be increased by an amount equal to  
3 five percent (5%). All other articles and terms of the agreement shall continue  
4 without interruption for the term thereof.

5

6 **Wages Effective July 1, 2024:**

7 Effective July 1, 2024, the straight-time base hourly wage rates and ranges of  
8 employees covered by this agreement shall be increased by an amount equal to  
9 the annual percentage increase in the West – Size Class A Consumer Price Index  
10 for Urban Wage Earners and Clerical Workers (2<sup>nd</sup> Half ending December 2023),  
11 with a minimum increase of one percent (1%) and a maximum increase of four  
12 percent (4%). All other articles and terms of the agreement shall continue without  
13 interruption for the term thereof.

14

15 **Wages Effective July 1, 2025:**

16 Effective July 1, 2025, the straight-time base hourly wage rates and ranges of  
17 employees covered by this agreement shall be increased by an amount equal to  
18 the annual percentage increase in the West – Size Class A Consumer Price Index  
19 for Urban Wage Earners and Clerical Workers (2<sup>nd</sup> Half ending December 2024),  
20 with a minimum increase of one percent (1%) and a maximum increase of four  
21 percent (4%). All other articles and terms of the agreement shall continue without  
22 interruption for the term thereof.

**ADDENDUM B**

**PERS CONTINUATION PROGRAM ELECTION FORM**

Under the MCDSA contract, you may have the right to be covered by the PERS Continuation Program. Under this program, the County will continue to pay your regular salary and PERS contributions for up to three (3) years while you are off work on a compensable Workers' Compensation claim.

1. Under the Program, you must give the County a check every pay period equal to the amount of Workers' Compensation benefits you receive. The easiest way to do this is to endorse the benefit check to Multnomah County. The Check should be sent or delivered to the County's Central Payroll Office in the Finance Division (Department of General Services).

2. You must pay the County within seven (7) days from the time you get your Workers' Compensation check. The County must actually receive your check no later than the seventh (7<sup>th</sup>) day. To avoid problems, you should forward payment to the County immediately on receiving your Workers' Compensation benefit check.

3. If you are late in paying the County, you will owe the County a collection fee of fifty dollars (\$50). You may also owe the County substantial penalties. The penalties are one percent (1%) per day of your Workers' Compensation benefit amount. Penalties will grow each day of late payment. If penalties are assessed, you will have the right to appeal them to the Finance Director.

4. If you are late in making a payment, the County will send you a delinquency notice. However, you should take steps to make up any late payment as soon as possible since fees mount daily.

5. You have a right to elect to be in the program only once during your career with Multnomah County. Under the contract, benefits can continue for up to three (3) years. However, the Sheriff can choose to terminate your PERS Continuation benefits under this program after thirty (30) days. If this happens, you will continue receiving your Workers' Compensation time loss payments for the period required under law for the current Workers' Compensation claim. If you are

1 off the job on a future Workers' Compensation claim, you will continue to be under  
2 the PERS Continuation Program, until three (3) years from the date for which you  
3 first received PERS Continuation benefits on the first Workers' Compensation  
4 claim. After three (3) years, you will revert to the Supplemental Benefit Program  
5 instead of PERS Continuation benefits.

6 **6.** This Program is in lieu of Supplemental Benefits and is subject to all  
7 applicable laws and regulations. Participation in this program shall not constitute  
8 any guarantee of retirement benefits owed to the employee by the either the  
9 County or the Public Employees Retirement System.

10

11 The rules of the Program are set out in Article 12 Health and Welfare. Please read  
12 the contract carefully. If you have any questions about how the Program works,  
13 contact your Association representative immediately.

14

15 I elect to begin coverage in the PERS Continuation Program effective:

- 16 1. The current pay period.  
17 2. Other future date \_\_\_\_\_ (specify).

18

19 Printed Name: \_\_\_\_\_

20

21 Signed \_\_\_\_\_ Date \_\_\_\_\_

**ADDENDUM C**  
**SENIORITY LIST**

**The County will maintain and make available a seniority list.**

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