
2022-2027

AGREEMENT



between

Multnomah County, Oregon

and

**International Union of Operating Engineers
Local 701 AFL-CIO**



2022 - 2027
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 701, AFL-CIO

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2022 - 2027

A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 701, AFL-CIO

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and International Union of Operating Engineers, Local 701, AFL-CIO, hereinafter referred to as the Union.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment consistent with the County's objective of providing ever-improved services to the public of Multnomah County. The parties agree as follows:

ARTICLE 2
DEFINITIONS

I. Cause:

Misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, unfitness to render effective service, or failing to fulfill responsibilities as an employee.

II. Continuous Service:

Means uninterrupted employment with Multnomah County subject to the following provisions:

A. Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.605 through 236.640.

B. For purposes of determining length of service prior to July 1, 1975, an interruption in employment of fourteen (14) months or less shall constitute continuous service, in addition to those individually documented cases previously approved by the Board of County Commissioners, or Central Human Resources Director.

C. For purposes of determining what constitutes a break in employment after July 1, 1975, continuous service is terminated by voluntary termination, involuntary termination due to expiration of a layoff list, or discharge for cause.

III. Supervisory Employee:

Means any individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or having responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection therewith, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

IV. Permanent Employee:

An employee who, following an examination process, is appointed from a

1 list of eligibles certified by the Human Resources Division of the Department of
2 County Assets to fill a position; provided that the employee shall retain such status
3 upon temporary or permanent transfer, promotion, or demotion.

4 **V. Probationary Employee:**

5 A permanent employee serving a one (1) year period of trial service to
6 determine their suitability for continued employment, such period to begin on the
7 date of their appointment to a permanent position from a certified list of eligibles.
8 During the period of probation, the employee may be dismissed without recourse
9 to the grievance procedure if, in the opinion of the employee's supervisor, their
10 continued service would not be in the best interest of the County. The length of an
11 employee's probationary period may not be extended by a Memorandum of
12 Agreement under the terms of Article 20, Entire Agreement, unless the employee
13 was absent from work for a period of six (6) months or more previous to the
14 extension.

15 **VI. Promotional Probationary Employee:**

16 A regular employee serving a six (6) month period of trial service upon
17 promotion to determine their suitability for continued employment in the
18 classification to which the employee was promoted, such period to begin on the
19 date of their appointment to a higher classification from a certified list of eligibles.
20 During the period of promotional probation, the employee shall be returned to the
21 classification and department from which the employee was promoted without
22 recourse to the grievance procedure if, in the opinion of the employee's supervisor,
23 their continued service in the classification to which the employee was promoted
24 would not be in the best interest of the County. The length of promotional
25 probationary period for employees promoted prior to the effective date of this
26 Agreement shall not be affected by the terms of this definition.

27 **VII. Temporary Employee:**

28 Any nonpermanent employee who has worked less than 1044 hours in any
29 twelve (12) consecutive months. Temporary employees shall be terminated upon
30 completion of 1044 hours or shall be appointed to a position from a certified eligible
31 list established by the Human Resources Division of the Department of County

1 **Assets.**

2 When a temporary employee becomes a permanent employee, time spent
3 in temporary status shall apply to the probationary period, provided that the job
4 responsibility is substantially the same.

ARTICLE 5**UNION SECURITY AND CHECK OFF**

1
2
3
4 **I.** The County agrees to furnish the Union, each month, a listing of all new employees
5 covered by this Agreement hired during the month and of all employees who terminated
6 during the month. Such listing shall contain the names of the employees, along with their
7 job classifications, work locations, and home addresses.

8 **II.** The County agrees to deduct each pay period from the pay of employees covered
9 by this Agreement as applicable:

10 **A.** One half (0.5) of the current monthly union membership dues of those union
11 members who individually request such deductions in writing on the form provided by the
12 Union; or

13 **B.** One half (0.5) of the current monthly service fee, in lieu of dues, from any
14 employee who is a member of the bargaining unit and who has not joined the Union within
15 thirty (30) days of becoming an employee. This service fee shall be segregated by the
16 Union and used on a pro rata basis solely to defray the cost of its services in negotiating
17 and administering this contract.

18 **C.** The Union expressly agrees that it will safeguard the rights of non-
19 association of employees, based upon bona fide religious tenets or teachings of a church
20 or religious body of which such employee is a member. Such employee shall pay the in-
21 lieu-of-dues payment to a non-religious charity mutually agreed upon by the employee
22 making such payment and the Union, or in lieu thereof, the employee shall request that
23 such in-lieu-of-dues payment be not deducted and shall make such payment to a charity
24 as heretofore stated and shall furnish written proof to the Union and the County, when
25 requested, that this has been done.

26 **D.** The Union expressly agrees that no funds derived from the in-lieu-of-dues
27 payment shall be expended for political purposes by the Union.

28 The amount of monthly service fee shall be set at the amount of dues
29 generally deducted less any present or future service, benefit, or activity not enjoyed by
30 non-Union members of the bargaining unit.

31 The amounts to be deducted shall be certified to the County by the Financial

- 1 Secretary of the Union, and the aggregate deductions of all employees shall be remitted,
- 2 together with an itemized statement to the Treasurer of the Union by the first day of the
- 3 succeeding month after such deductions are made.

ARTICLE 7
HOLIDAYS

1
2
3
4 **I. Holidays**

5 The following shall be recognized and observed as paid holidays:

- 6 ♦ Any day the President of the United States and/or the Governor declares
7 a holiday for all employees employed in the public sector.
- 8 ♦ New Year's Day (January 1st)
- 9 ♦ Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)
- 10 ♦ Washington's Birthday (3rd Monday in February)
- 11 ♦ Memorial Day (last Monday in May)
- 12 ♦ Independence Day (July 4th)
- 13 ♦ Juneteenth (June 19th)
- 14 ♦ Labor Day (1st Monday in September)
- 15 ♦ Veterans' Day (November 11th or date of County observance)
- 16 ♦ Thanksgiving Day (4th Thursday in November)
- 17 ♦ Christmas Day (December 25th) or with the approval of the supervisor,
18 this day may be traded for any other religious holiday during the fiscal
19 year, provided the employee uses paid leave for, or works on December
20 25.
- 21 ♦ One floating holiday, equivalent to an employee's regularly scheduled
22 hours, to be used between Thanksgiving and New Year's or any religious
23 holiday during the fiscal year provided the employee gives two (2) weeks
24 notice and has the consent of the employee's supervisor. If the
25 supervisor determines the holiday usage requested is impracticable, the
26 employee shall be credited Saved Holiday hours equivalent to an
27 employee's regularly scheduled hours.

28
29 **II. Holiday Observance**

30 **A.** If the holiday falls on an employee's first scheduled day off, the
31 preceding workday will be observed as that employee's holiday.

1 **B.** If the holiday falls on an employee's second or third day off, the
2 following normally scheduled workday will be observed as that employee's holiday.

3 **C.** Shift workers shall observe weekend holidays on the days they
4 occur.

5 **III. Holiday Pay**

6 Eligible employees shall receive one (1) day's pay for each of the holidays
7 listed above on which they perform no work. Part-time employees shall receive
8 holiday pay equivalent to their full time equivalency (FTE). To be eligible for
9 holiday pay, full-time employees must be in pay status both on the day before and
10 on the day after the observed holiday; part-time employees must be in pay status
11 on the last scheduled day before and on the first scheduled day after the holiday.

12 **IV. Holiday During Leave**

13 Should an employee be on authorized leave with pay when a holiday
14 occurs, such holiday shall not be charged against such leave.

15 **V. Holiday Work**

16 Employees required to work on a recognized holiday will be compensated
17 at one-and-one-half (1-1/2) times their regular rate of pay for the holiday worked,
18 in addition to their regular holiday pay.

19 **VI. Saved Holidays**

20 Full-time employee required to work on a recognized holiday may elect to
21 be compensated for such work by electing to convert the time and one-half pay
22 Section 5 to an equal amount of Saved Holiday time. Saved Holiday time may be
23 used at the discretion of the employee with the consent of their supervisor, and will
24 be charged in accordance with Article 14, Section 8. Saved Holiday time not used
25 by the end of the fiscal year in which it is accrued will be forfeited. Upon separation
26 from service employees will be paid for unused Saved Holiday time at their regular
27 rate of pay. In the event of an employee's death, their heirs will receive payment
28 for unused Saved Holiday time at the employee's regular rate of pay.

ARTICLE 8
VACATION LEAVE

I. Accrual

Each permanent employee shall accrue vacation leave from the first day of permanent employment. Vacation leave shall be accrued in accordance with the accrual rates shown in Column 2 of the "Table of Vacation Accrual Rates" in "Section 2" below, and accrual balances shall be shown on the employee's check stub.

II. Table of Vacation Accrual Rates

1. <u>Years</u> <u>of</u> <u>Service</u>	2. <u>Hours Accrued</u> <u>Per Pay Period</u>	3. <u>Hours (Weeks)</u> <u>Accrued Per</u> <u>Year by Forty</u> <u>Hour Employees</u>	4. <u>Maximum</u> <u>Hours</u> <u>Accruable</u>
Less than 2	4.0	96 (2.4 wks.)	224
2 to 5	5.0	120 (3.0 wks.)	248
5 to 10	6.0	144 (3.6 wks.)	280
10 to 15	7.33	176 (4.4 wks.)	352
15 or more	9.0	216 (5.4 wks.)	432

A. Accrual rates in Column 2 apply only to straight time hours worked or hours of paid leave. Employees who are not in pay status do not accrue vacation leave. Vacation accrual rates for employees who are not classified as full time employees and work fewer than forty (40) hours during the week will be pro-rated on an hourly accrual basis for hours worked during the pay period.

B. Years of service indicated in Column 1 are continuous County service years as defined in MCPR 1-10-040 and will be adjusted for unpaid leaves of absence, or layoffs, in excess of thirty (30) days. Part-time work will count on a

1 full-time basis.

2 **C.** The figures in Columns 2 and 4 are approximations based on the
3 accrual rates shown in Column 2.

4 **D.** Accrual rates shown in Column(s) 2 and 4 incorporate two days
5 (sixteen) hours of leave which in previous contracts were allotted to employees as
6 personal holidays.

7 **III. Charging**

8 Vacation leave shall be charged in increments in accordance with the
9 uniform time charging provisions of Article 14.

10 **IV. Payoff Upon Termination or Death**

11 Unused vacation leave shall be paid to the employee at their regular rate of
12 pay at the time of separation from service. In the event of an employee's death,
13 unused vacation leave shall be paid to the employee's heirs at their regular rate of
14 pay. This section is subject to any restrictions contained in Addendum C – VEBA.

15 **V. Use and Scheduling of Accrued Vacation**

16 Employees shall be permitted to choose either a split or entire vacation.
17 Whenever possible, consistent with the needs of the County and the requirement
18 for vacation relief, employees shall have the right to determine vacation times, but
19 in any case vacation times shall be selected on the basis of seniority; however,
20 each employee will be permitted to exercise their right of seniority only once per
21 calendar year as provided herein. Use of seniority shall be confined to times during
22 the same calendar year selected during the annual sign-up. The annual sign up
23 may occur each January, beginning on the first work day and ending on the last
24 workday of that month. Employees shall be permitted to express their first, second,
25 and third preferences for vacation times during this sign-up, to ensure orderly
26 selection of preferred vacation times in the event their higher preference times are
27 taken by senior employees. Seniority may not be used to obtain preferred vacation
28 times after the January sign-up concludes. However, seniority may be used during
29 the January sign-up to secure either a continuous vacation or a vacation plan
30 consisting of two or more non-continuous weeklong segments. Sign-up shall be
31 in weekly increments. After the January sign up period, vacation shall be permitted

1 on a “first come, first served” basis.

2 **VI. Use of Accrued Vacation for Sick Leave and Other Purposes**

3 The requirements for using accrued vacation for sick leave and other
4 purposes and the sequencing of such leave use, is specified in Article 9, “Section
5 II.C”.

6 **VII. Use of Accrued Vacation for Emergencies**

7 **A. Usage of Emergency Leave**

8 Employees may use up to twenty-four (24) hours of vacation leave
9 each calendar year for personal emergencies.

10 **B. Emergency Leave**

11 1. Emergency Leave may be used without prior supervisor
12 approval, but management reserves the right to require verification that the
13 employee has experienced an emergency situation.

14 2. Employees using Emergency Leave shall follow the reporting
15 of leave provisions found in Article 9, Section VI., unless the onset of the
16 emergency is within one (1) hour of the employee’s scheduled reporting time, in
17 which case the employee must call in as soon as possible.

18 **C. Misuse and Failure to Properly Report**

19 Misuse of Emergency and Preventative Care Leave is cause for
20 disciplinary action, and failure to follow the reporting provisions may result in loss
21 of pay for the day(s) involved.

ARTICLE 9
SICK LEAVE

I. Paid Sick Leave

A. Definition and Allowable Use

Sick leave is a leave of absence with pay which may be used when the employee is directly affected by any of the health conditions listed below, or when specified others are affected by the conditions listed, and require the employee's care.

1. Specified Others

a. Members of the employee's immediate household; or

b. The employee's spouse, parents, or children as defined in the federal Family and Medical Leave Act (hereafter referred to as the "FMLA"); or

c. The employee's grandparents, grandchildren or parents-in-law as defined in the Oregon Family Leave Act (hereafter referred to as "OFLA"); or

d. The employee's domestic partner as designated in an Affidavit of Domestic Partnership submitted to Employee Benefits; or

e. The children and parents of such domestic partner, defined as if the domestic partner was the employee's spouse.

2. Covered health conditions

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

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

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

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

1 e. Any other illness, injury, or quarantine based on
2 exposure to contagious disease; or

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

5 **3. Parental leave**

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

10 **4. Occupationally related conditions**

11 Use of sick leave for occupationally related conditions is
12 limited to the provisions of Article 13, Workers Compensation.

13 **B. Accrual**

14 1. Employees shall accrue sick leave at the rate of .0461 hours
15 for each straight time hour worked.

16 2. Protected sick time as defined under Oregon's state sick leave
17 law, ORS 653.601(6), is limited to the first 40 hours of sick leave taken in a
18 calendar year. Sick leave taken in excess of forty (40) hours is not considered
19 protected sick time.

20 3. Sick leave may be accrued on an unlimited basis.

21 **C. Reporting of Sick Leave**

22 An employee who must be absent by reason of illness or injury shall
23 make reasonable effort to notify dispatcher or dispatch after hours number at least
24 one (1) hour before the beginning of their scheduled shift. If the dispatcher is not
25 available, the employee may leave a message or voicemail at the time of the call.

26 **D. Use of Sick Leave During Leave**

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

31 **E. Time Charging for Sick Leave**

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

3 **II. Use and Misuse of Leave for Sick Leave Purposes**

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

5 Sick leave and any other forms of paid or unpaid leave used for
6 FMLA and/or OFLA qualifying conditions, or absence due to a deferred or
7 approved Workers Compensation claim based on such conditions, will be counted
8 against an employee's annual FMLA and/or leave entitlements.

9 **B. Legitimate Use**

10 Protected sick time is limited to the first 40 hours of sick time taken
11 by an employee each calendar year. Sick leave taken in excess of 40 hours each
12 calendar year is not considered protected sick time. Reliable and consistent
13 attendance is an expectation of all county employees. Employees must only use
14 sick leave for legitimate purposes and only for bona fide illness, as defined in
15 section I.A.2 of this article.

16 **1. Verification of use**

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

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

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

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

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

28 **iv.** The employee commences sick time without
29 providing prior notice required by the County; or

30 **v.** Management reasonably believes that the
31 absence may not be bona fide, including engaging in a pattern of sick leave abuse.

1 comes sooner.

2 **c. Excessive absenteeism**

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

8 i. Any legal requirements, including, but not
9 limited to those of the FMLA, OFLA, Oregon Sick Leave Law, or the ADA.

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

13 iii. Whether there is a likelihood of improvement
14 within a reasonable period of time based on credible medical evidence.

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

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

19 **C. Sequencing of Leaves**

20 The use of vacation leave, saved holiday time, compensatory time,
21 and leave without pay is subject to approval by management according to the
22 requirements of Articles 8, 7, 15, and 10, respectively. However, unless otherwise
23 required by law, forms of leave shall be used and exhausted in the following
24 sequences:

25 **1.** Leave for illness or injury, that does not qualify for FMLA
26 and/or will be taken in the following order:

27 **a.** Sick leave until it is exhausted;

28 **b.** Vacation leave, saved holiday time, or compensatory
29 time, sequenced at the employee's option, until they are exhausted;

30 **c.** Leave without pay.

31 **2.** Leave that qualifies under FMLA and/or will be taken in the

1 following order:

2 a. Paid leave until it is exhausted; employees will
3 determine what order paid leave is used;

4 3. Leave for other purposes will be taken in the following order:

5 a. Vacation leave, saved holiday time, or compensatory
6 time, sequenced at the employee's option (to the extent allowed by vacation sign-
7 up provisions) until they are exhausted;

8 b. Leave without pay

9 **D. Reinstatement of Sick Leave Accruals**

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

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

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

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

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

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

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

3 **E. Limitations on the Use of Leave Without Pay in Lieu of Sick**
4 **Leave**

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

8 **1. Continuous leave**

9 In the event of a continuous leave of absence without pay in
10 excess of any legal requirement of the FMLA or OFLA, the County may require
11 from the employee's physician, and/or arrange for the employee to see a physician
12 selected by the County to examine the employee and provide a statement of the
13 disability, current condition, and the anticipated length of current absence. If the
14 County requires the employee to see a physician it has selected, it will pay the
15 costs. If deemed necessary by the County, such an examination shall be repeated
16 every thirty (30) days. If management determines that continued leave would not
17 be in the best interest of the County, then any resulting termination would be
18 subject to review under the just cause standard as to the reasonableness of this
19 determination. Following six (6) months of leave without pay, to include time spent
20 on unpaid FMLA and/or OFLA leave, any extension of the leave shall be deemed
21 permissive on the part of the County and if the employee's leave is not extended,
22 and the employee does not return to work, the employee will be deemed to have
23 resigned.

24

25 **2. Intermittent leave**

26 Intermittent leave without pay used in lieu of sick leave is not
27 subject to the six (6) month entitlement provided for above. When such leave
28 significantly affects an employee's job performance and is not subject to the
29 requirements of law (including but not limited to the FMLA and/or OFLA),
30 management may evaluate the employee's use of leave according to the criteria
31 of "Section B.2.c" above. Medical information as provided for in "Section D.1"

1 above may be required for the evaluation. After completing the evaluation
2 management may do one of the following:

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

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

8 c. Proceed with the disciplinary process.

9 **III. Fitness for Duty**

10 The parties recognize that employees have the responsibility to report to
11 work fit for duty. To ensure such fitness, management may send employees for
12 medical or psychological examination when the supervisor reasonably believes
13 that the employee is not fit for duty or may be a danger to themselves or others.
14 Any such examinations will be at County expense.

15 **IV. Incentive Conversion**

16 Effective July 1, 2017, incentive conversion for sick leave will be eliminated
17 in accordance with Oregon Sick Leave Law, ORS 653.601-991. Should the County
18 grant AFSCME Local 88 alternative benefits as a result of eliminating sick leave
19 incentives, the County agrees to notify Local 701 and offer Local 701 the same
20 benefits.

21 **V. Bereavement Leave**

22 An employee shall be granted not more than three (3) days leave of
23 absence with full pay in the event of death in the immediate family of the employee
24 to make household adjustments or to attend funeral services. If such funeral is
25 beyond three-hundred-fifty (350) miles, the employee may be granted up to three
26 (3) additional days with pay at the discretion of their supervisor for travel and
27 personal considerations. For purposes of Bereavement Leave, an employee's
28 immediate family shall be defined as spouse, parents, step-parents, children, step-
29 children, brother, sister, step-brother, step-sister, grandparents, grandchildren,
30 father-in-law, mother-in-law, sister-in-law, or brother-in-law member of the
31 Employee's immediate household and any other familial relationship as defined

1 under FMLA, OFLA, or County policy. For the purpose of this section, an
2 Employee is entitled to receive the same bereavement leave for their domestic
3 partner and family, as designated in an Affidavit of Domestic Partnership submitted
4 to Employee Benefits, as for a spouse. In relationships other than those set forth
5 above, under exceptional circumstances, such leave of absence may be granted
6 by the County Chair or their designee(s) upon request.

7

8 **VI. Oregon Paid Family and Medical Leave Reopener**

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

ARTICLE 10
OTHER LEAVES

I. Leave of Absence

Consistent with the needs of the County, leaves of absence without pay for a limited period not to exceed thirty (30) days will be granted by an employee's appointing authority for any reasonable purpose, and such leaves may be renewed or extended for any reasonable period up to one (1) year.

Any employee who has been granted a leave of absence and who for any reason fails to return to work at the expiration of said leave of absence shall be considered as having resigned their position with the County, and their position shall thereupon be declared vacated, except and unless the employee, prior to the expiration of their leave of absence, has made application for and has been granted an extension of said leave or has furnished evidence that they are return to work by reason of sickness or physical disability.

II. Jury Duty

Employees shall be granted leave with full pay in lieu of jury fees any time they are required to report for jury duty. Any payment received from the court as jury fees shall be returned to the County promptly upon receipt. If an employee is excused or dismissed prior to noon, they shall report for work.

III. Union Business

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be recommended in accordance with the leave provisions set forth in Multnomah County Code 9.03 or its successor for a leave of absence exceeding thirty (30) days. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union.

IV. Educational Leave

After completing one (1) year of service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at an

1 accredited school when it is related to their employment. The period of such leave
2 of absence shall not exceed one (1) year, but it may be renewed or extended upon
3 the request of the employee when necessary. At the request of management, the
4 employee shall submit verification of course work taken.

5 One (1) year leaves of absence for educational purposes, including any
6 requested extension, may not be granted more than once in any three (3) year
7 period.

8 Employees may also be granted leaves of absence with or without pay for
9 educational purposes for reasonable lengths of time to attend conferences,
10 seminars, briefing sessions, or other functions of a similar nature that are intended
11 to improve or upgrade the individual's skill or professional ability, provided it does
12 not interfere with the operation of the County.

13 **V. Military Leave**

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

22 **VI. Tuition and Licensing Reimbursement**

23 The County will reimburse an employee for the cost of tuition for any course
24 of study, including state-required classes to maintain or upgrade licenses, taken
25 on the employee's own time which, in the County's judgment, is related to the
26 employee's position and will result in improved performance, subject to the
27 County's budgetary limitations and priorities. Employees shall apply for approval
28 of the request for reimbursement at least five (5) days prior to the proposed
29 enrollment. If approved prior to enrollment, the County will make reimbursement
30 within thirty (30) days after proof of satisfactory completion of the course. In
31 addition, the County may advance the cost of tuition and incidental expenses if, in

1 the county's judgment, such advance is consistent with County financial and
2 operational needs and priorities, and the employee signs an agreement that if they
3 do not satisfactorily complete the course, or if their County employment terminates
4 before completion of the course, the County will have the right to deduct the
5 amount of the advance from their pay or use other means to collect the amount of
6 the advance.

7 **VII. Parental Leave**

8 An employee's entitlement to parental leave shall be governed by FMLA
9 and OFLA. The employee may use their accrued sick leave, vacation time,
10 compensatory time, or Saved Holiday time as provided therein.

ARTICLE 11
HEALTH AND WELFARE

I. Medical and Dental Benefits

A. Definition and Contributions Toward Benefit Plan Premiums

1. Definitions

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 20 hours but less than thirty-two (32) hours per week however, not scheduled for three (3), ten (10) hours per day.

2. Medical Benefit Plan Contribution

a. Full-Time Employees

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

2022 Full-Time Employees		
Medical Plan	County Contribution	Employee Contribution
Moda Performance Plan	90%	10%
Moda Preferred Plan	95%	5%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	95%	5%

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2023 Full-Time Employees		
Medical Plan	County Contribution	Employee Contribution
PPO 400 Medical Plan	92.5%	7.5%
Major Medical Plan (no vision)	100%	0%
Kaiser HMO 10/20 Medical Plan	92.5%	7.5%

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b. Part-Time Employees

6

For 2022, the County will provide the Major Medical Plan at no cost to part-time employees. Part-time employees may elect to purchase one of the other medical/vision/prescription plans available through the County. The County will provide an additional fifty dollars (\$50) monthly premium subsidy to part-time employees who enroll in either the Kaiser HMO Plan or the Preferred PPO Plan, regardless of tier.

12

Effective 1/1/2023, the County will provide the Major Medical Plan at no cost to part-time employees. Part-time employees may elect to purchase one of the other medical/vision/prescription plans available through the County. Part-time employees will be responsible for paying 50% of the cost for the PPO 400 or HMO 10/20 Plans or 10% of the Kaiser Maintenance Plan. The County will provide an additional fifty dollars (\$50) monthly premium subsidy to part-time employees who enroll in the Kaiser HMO 10/20 Plan or the PPO 400 Plan, regardless of tier.

19

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

23

24

2022 Part-Time Employees		
Medical Plan	County Contribution	Employee Contribution
Moda Performance Plan	45%	55%
Moda Preferred PPO 400 Plan with \$50 subsidy	56.25%	43.75%
Moda Major Medical Plan (no routine vision)	100%	0%
Kaiser Medical Plan with \$50 subsidy	62%	38%
Kaiser Maintenance Medical Plan	90%	10%

1

2

2023 Part-Time Employees		
Medical Plan	County Contribution	Employee Contribution
PPO 400 Medical Plan with \$50 subsidy	50%	50%
Major Medical Plan (no routine vision)	100%	0%
Kaiser HMO 10/20 Medical Plan with \$50 subsidy	50%	50%
Kaiser Maintenance Medical Plan	90%	10%

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3. Dental Benefit Plan Contribution

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

1

2022 Full-Time Employees		
Dental Plan	County Contribution	Employee Contribution
Moda Delta Dental Plan	95%	5%
Kaiser Dental Plan	95%	5%
Willamette Dental Plan	95%	5%

2

3

2023 Full-Time Employees		
Dental Plan	County Contribution	Employee Contribution
Delta Dental 50 Plan	93%	7%
Kaiser Dental 15 Plan	93%	7%
Willamette Dental Plan	93%	7%

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6

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

7

8

2022 Part-Time Employees		
Dental Plan	County Contribution	Employee Contribution
Moda Delta Dental Plan	50%	50%
Kaiser Dental Plan	50%	50%
Willamette Dental Plan	50%	50%

9

1

2023 Part-Time Employees		
Dental Plan	County Contribution	Employee Contribution
Delta 50 Dental Plan	50%	50%
Kaiser 15 Dental Plan	50%	50%
Willamette Dental Plan	50%	50%

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B. Health Care Cost During the Term of Agreement

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Local 701 and the County have a shared interest in addressing increasing health insurance costs. In an effort to collaborate together over quality health plans, design changes and increasing costs, the parties agree to participate on an Employee Benefits Advisory Team (EBAT) with such other County employee bargaining units as agree to participate to review and consider health plans, design changes and cost sharing features. The EBAT will be advisory only, and will report member recommendations to the County Chair. EBAT does not preclude the parties from entering into any Memoranda of Agreement (MOA) authorizing mutually agreed upon plan changes signed by the appropriate Multnomah County authorized representative and an authorized representative employed by the Union. The Union will be entitled to one representative member on the EBAT in addition to the presence of the assigned representative from the union as necessary from the Union. The County agrees to notify the Union any time there is a proposed change in plan cost, change in plan designs by any other bargaining unit or any optional changes proposed by carriers that would impact plan design cost or plan designs. The County agrees to meet with the Union whenever the Union requests to meet regarding proposed changes in plan cost, 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 due to carrier

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1 changes, and which cannot be resolved by a meeting, shall be subject to impact
2 bargaining only. Mandated coverage changes due to Federal or State laws, rules,
3 or regulations shall be presented to the Union but will be implemented by the
4 County as required by law.

5 **C. Premium Calculations**

6 For Kaiser Plans, the premium charges shall be the amount charged
7 by Kaiser to the County. For the self-funded medical and dental Preferred Provider
8 Plans (PPO), the premium charges shall be calculated, using sound actuarial
9 principles, and include projected claim costs based on plan experience as required
10 by state regulations, Incurred But Not Reported (IBNR) expenses, pharmaceutical
11 claim expenses, stop-loss premiums, third-party benefit plan administration costs,
12 and an appropriate trend factor selected to limit County contributions and
13 employee cost shares while providing adequate funding for plan operations.

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

18 **D. Employee Contribution**

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

23 **E. Major Medical Plan Rebates**

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

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

27 1. Employees may elect to Opt Out of the County's medical
28 benefit plan coverage by making that election during the benefit enrollment
29 process. Employees making such an election must provide annually, an affidavit
30 or other qualifying proof of other group medical benefit plan coverage covering all
31 tax dependents in order to continue to Opt Out. Employees will not be eligible to

1 change their election until the County's official annual open enrollment period,
 2 unless the employee experiences an IRS recognized family status change event
 3 that would allow a mid-year health plan election change or qualifies for Special
 4 Enrollment under HIPAA.

5 **2. Full-Time Employees Who Opt Out**

6 Full-Time employees who Opt Out of medical benefit plan
 7 coverage will receive a reimbursement paid by the County of two-hundred-fifty
 8 (\$250) (gross) per month.

9 **3. Part-Time Employees who Opt-Out**

10 Part-Time employees who Opt Out of medical benefit plan
 11 coverage will receive a reimbursement paid by the County of one-hundred-twenty-
 12 five dollars (\$125) (gross) per month.

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

20 **G. Successor Plans and Carriers**

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

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

30 **H. Premium Reimbursement for Part-Time Employees**

31 Part-time employees who work full time (at least .8 FTE) for six (6)

1 consecutive pay periods will be reimbursed for the difference between the part-
 2 time employee contribution and the full-time employee contribution, as if they were
 3 entitled to full-time benefits during that period for their elected County offered
 4 medical and/or dental plans. A part-time employee who has elected the Kaiser
 5 Maintenance Plan will be reimbursed for the amount of their part-time employee
 6 contribution (because this plan does not have a full-time equivalent plan). There
 7 is no reimbursement available to employees who have elected the Major Medical
 8 Plan or who Opt Out. Any such premium reimbursements made to the employee
 9 will be adjusted for appropriate taxes

10 “Work” for purposes of this section is defined as regular hours
 11 worked, and any paid time such as vacation or sick time. Reimbursement requests
 12 must be submitted to the Employee Benefits Office within ninety (90) days of the
 13 last payroll period of full-time work included in the request.

14 **I. Default Enrollment**

15 1. New Full-Time employees who fail to submit a timely
 16 application to Opt Out or enroll into the medical and dental benefit plans described
 17 in Section A will be enrolled by default in the County’s Major Medical plan and
 18 Delta Dental plan, with employee only coverage. Eligible dependents of such
 19 employees may be enrolled in the default plans if the employee request dependent
 20 enrollment within fifteen (15) days of the date that the default enrollment notice is
 21 issued.

22 2. New Part-Time employees who fail to submit a timely
 23 enrollment to Opt Out or enroll into the medical and dental benefits plans described
 24 in Section A above will be enrolled by default in the County’s Major Medical plan,
 25 with employee only coverage. Eligible dependents of such employees may be
 26 enrolled in the default plan if the employee requests dependent enrollment within
 27 fifteen (15) days of the date that the default enrollment notice is issued.

28 **J. Eligible Dependents (Enrollment & Termination of Enrollment)**

29 **1. Spouses and domestic partners**

30 **a. Definitions**

31 **i.** A “spouse” is a person to whom the employee is

1 partner must be enrolled in the same plans as the employee.

2 **2. Children**

3 **a. Definition**

4 “Eligible children” includes:

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

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

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

13 (iv) the newborn child of an enrolled, unmarried,
14 eligible child of the employee or employee’s spouse/domestic partner (grandchild
15 of employee) if:

16 (a) the parent child is under age twenty-three
17 (23) at the time of the grandchild’s birth, and

18 (b) both parent child and grandchild reside
19 with the County employee.

20 Grandchild’s eligibility for coverage ends upon
21 the parent child’s twenty-third (23rd) birthday, marriage date, or parent child and/or
22 grandchild no longer reside with the employee, whichever occurs first.

23 (v) an eligible dependent enrolled under an
24 employee’s County sponsored health plan, who becomes permanently disabled
25 prior to their twenty-sixth (26th) birth date, may be eligible for continued health plan
26 coverage after reaching the usual maximum dependent age of twenty-six (26).
27 Employees with a dependent child in this situation should contact the County
28 Employee Benefits Office three (3) months prior to the child’s twenty-sixth (26th)
29 birth date to initiate the eligibility review process.

30 **b. Enrollment of Dependent Children**

31 Employees may enroll eligible children in County

1 medical and dental benefit plans upon completion of the County’s applicable
2 enrollment process. Children must be enrolled in the same plans as the employee.

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

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

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

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

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

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

20 **c.** Employees must remove from coverage a child who
21 has become ineligible by completing a benefit change.

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

28 **e.** Dependent health plan coverage ends on the last day
29 of the calendar month in which the termination event occurs, examples.

30

Terminating Event	Coverage End Date
-------------------	-------------------

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

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K. When Benefits Coverage Begins and Ends

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1. Coverage for new employees

4

a. Medical and Dental Benefits

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

16

17

2. Benefits coverage for terminating employees

18

a. Retirees

19

i. Retiree Medical Insurance

20

A. Definitions

21

For purposes of this section, a "retiree" refers to a person who is eligible to initiate a PERS pension upon separation from the County, retired from the County on or after the execution date of this Agreement and, at the time of retirement, occupied a position covered by this

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1 bargaining unit. For purposes of this section, a "member" refers to an active
2 employee(s) in a position covered by this Agreement.

3 **B. Right to Participate**

4 Except as otherwise provided by this
5 section, retirees may continue to participate in the County medical plan available
6 to members. Coverage of eligible dependents uniformly terminates when coverage
7 of the retiree terminates, except as otherwise required by applicable state or
8 federal law.

9 **C. Choice of Plan**

10 To the extent members are permitted to
11 choose from among two (2) or more medical insurance plans, retirees shall be
12 permitted to choose between the same plans under the same conditions and at
13 the same times as apply to members. Retirees participating in the members'
14 medical insurance plan shall be subject to the application of any change or
15 elimination of benefits, carrier, administrator or administrative procedure to the
16 same extent and at the same time as members.

17 **D. Retiree Responsibilities**

18 The retiree shall be responsible for
19 promptly notifying the Benefits Administrator in writing, of any changes in the
20 retiree's current address and of any changes in retiree or dependent eligibility for
21 coverage.

22 **E. Eligibility for County Payment of One**
23 **Half of Premium**

24 The following terms related to benefit
25 payments, service, and age requirements shall also apply:

26 **1. Payment at Fifty-eight (58):**

27 The County shall pay one half (½)
28 of the monthly medical insurance premium on behalf of a retiree and the
29 employee's eligible dependents from the retiree's fifty-eighth (58th) birthday or date
30 of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death,
31 or eligibility for Medicare, whichever is earlier, if the retiree had:

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

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

7 **2. Payment at Fifty-five (55) or**
8 **earlier:**

9 The County shall pay one half (½)
10 of the monthly medical insurance premium on behalf of a retiree and the
11 employee's eligible dependents from the retiree's fifty-fifth (55th) birthday or date
12 of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death,
13 or eligibility for Medicare, whichever is earlier, if the employee had:

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

22 b. Ten (10) years of
23 continuous County service immediately preceding retirement in the event of
24 disability retirement.

25 **F. Eligibility for Medicare**

26 Actual application for Medicare shall not
27 be required for a finding that a retiree is "eligible for Medicare" under "Subsection
28 E" of this section.

29 **G. Part-Time Pro-rating**

30 Part-time service in a regular budgeted
31 position shall be pro-rated as half for purposes of the service requirements under

1 “Subsection E” of this section. (For example, part-time service for two (2) months
2 would equal one (1) month toward the applicable service requirement.)

3 **H. Requirement to Continuously**
4 **Participate**

5 1. In addition to the other
6 requirements of this section, continued medical plan participation or benefit of
7 County contributions is conditioned on the retiree's continuous participation in a
8 County sponsored medical and/or dental insurance plan from the time of
9 retirement, and upon the retiree's timely payment of the applicable retiree portion
10 (i.e., fifty percent (50%) or one hundred percent (100%) as applicable) of the
11 monthly premium. Except as described below in subsection 2. Failure to
12 continuously participate or make timely and sufficient payment of the applicable
13 retiree portion of the monthly premium shall terminate the retiree's rights under this
14 section.

15 2. A retiree who retires on or after
16 ratification of this Agreement will be allowed to leave County coverage, and then
17 opt back on to a County plan, as a one-time opportunity. To receive this benefit,
18 however, the retiree must demonstrate continuous coverage under a plan that
19 meets the minimum value requirements set forth under the Affordable Care Act
20 (ACA), e.g., an employer-sponsored group medical plan. The retiree must enroll
21 within sixty (60) calendar days of loss of coverage under the non-County group
22 medical plan. The effective date of coverage will be the first day of the month on
23 or after receipt of all enrollment forms.

24 3. The County shall inform the retiree
25 of the identity and mailing address of the County's collection agent and acceptable
26 forms of payment at the time the retiree signs up for continued post-employment
27 medical and/or dental insurance coverage and shall inform the retiree of changes
28 in collection agent not less than forty-five (45) days in advance of the effective date
29 of such change.

30 **I. State and Federal Tax Offset**

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

9 **J. County-subsidized coverage (closed**
10 **group)**

11 Benefits options for retirees are provided
12 for in Addendum B.

13 **K. Continuation of coverage through**
14 **COBRA**

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

18 **b. Other terminating employees**

19 **i. County-sponsored coverage**

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

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

24
25 Example: Employee A's last working day in paid status day is July 15. Employee
26 A's County sponsored health plan coverage will end July 31. Employee B's last
27 working day in paid status is July 16. Employee B's County sponsored health plan
28 coverage will end August 31. Employee B will have additional cost shares
29 deducted from final paychecks to cover the cost shares for August coverage.

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

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

8 Employees enrolled in County medical and/or dental
 9 plans may continue to participate in County medical and dental benefits plans on
 10 a self-pay basis as mandated by law.

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

12 (a) Employees returning from a leave of
 13 absence without pay during the same plan year will be reinstated to the same
 14 medical and dental benefit plans (or successor plans) they had when they left
 15 County employment. If they return from leave the first (1st) day of the month,
 16 coverage will be in effect upon their return from leave; otherwise, coverage will be
 17 in effect the first (1st) day of the month following their return from leave.

18 (b) Employees returning from unpaid non-
 19 FMLA/OFLA leave in a new plan year may enroll in different plans, within thirty-
 20 one (31) days of their return, will have an open enrollment opportunity when they
 21 return from leave for the same length of time as Open Enrollment. Such
 22 employees must notify the County's Employee Benefits Office and complete the
 23 health plan enrollment upon their return to work. If submitted enrollment is received
 24 on the first (1st) day of the month, the change will be effective that day; otherwise,
 25 coverage will be in effect the first (1st) day of the month following the employee's
 26 completed enrollment by the County Employee Benefits Office.

27 **II. Other Benefits**

28 **A. Flexible Spending Accounts**

29 **1. Medical expenses**

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

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

4 **2. Dependent care expenses**

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

9 **B. Life Insurance**

10 The County agrees to provide each employee covered by this
11 Agreement with term life insurance in the amount of thirty-thousand dollars
12 (\$30,000). Any increases to the County provided coverage are subject to the terms
13 of the insurance contract.

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

18 Retirees of Multnomah County who have at least fifteen (15) or more
19 years of County service will be provided with two-thousand dollars (\$2,000)
20 coverage by the County.

21 **C. Emergency Treatment**

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

27 **D. Disability Insurance**

28 **1. Short Term Disability**

29 Any employee covered by this Agreement may participate in
30 the short term disability insurance program consistent with carrier contract(s), the
31 monthly premium to be paid individually through payroll deduction.

1 All bargaining unit employees will be covered by the County-
2 paid short term disability insurance program, the provisions of which will be the
3 same as those provided to non-represented employees. In order to provide
4 employees covered by this agreement with Short Term Disability Insurance, the
5 Base Hourly Rate in Addendum A will be adjusted annually to pay for the coverage.
6 Future COLA adjustments shall be based on the Base Hourly Rates.

7 **2. Long Term Disability**

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

11 **E. HRA-VEBA**

12 The County will contribute into a Health Reimbursement Account -
13 Voluntary Employee Beneficiary Association (HRA-VEBA) for each employee
14 covered by this agreement in accordance with the provisions of Addendum C.

15 HRA-VEBA is subject to annual review and adjustment July 1st of any
16 year by mutual agreement of the parties.

ARTICLE 12
PENSIONS

I. PERS

The County shall continue to participate in the Oregon Public Employees Retirement System (PERS) pursuant to the Intergovernmental Integration Agreement between the County and PERS, dated January 22, 1982.

II. PERS “Pick-Up” and “Pick-Up” Under IRC Section 414(h)(2)

A. The County shall pay the “pick-up” of the required six percent (6%) employee contribution to PERS as provided in ORS 238.205. If for any reason the ORS 238.205 “employer pick-up” is no longer legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited “pick up” provided for prior to the resumption of PERS pick-up in 1999, including but not limited to the terms of compensation for non-PERS members.

B. Until the County resumes pick up of PERS contributions under ORS 238.205 as provided above, to the extent allowable by law, the required employee contribution of six percent (6%) of wages to PERS is deemed to be “picked up” by the County for limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related state or federal tax policies but for other purposes, the contribution shall be considered to have been by the employee, and payment by the employee of the six percent (6%) contribution through payroll deduction is mandatory for each employee who is a member of PERS. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS.

III. OPSRP Pick Up

The County shall “pick up” the employee contribution to OPSRP as permitted by ORS 238A.335(1). Should for any reason the ORS 238A.335(1) “employer pick-up” no longer be legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%)

1 and return to the limited “pick-up” provided for prior to 1999, including but not
2 limited to the terms of compensation for non-OPSRP members. Pursuant to ORS
3 238A.335(2)(a) and (3), the parties agree and acknowledge that employee
4 compensation was reduced in order to generate the funds needed to make these
5 employee contributions to the employee accounts; the employer will file any
6 required notices with the Public Employees Retirement Board.

7 **IV. Sick Leave in Application to Final Average Salary**

8 In accordance with the terms of ORS 238.350, one-half (1/2) of the value of
9 accumulated sick leave with pay will be applied to final average salary for the
10 purpose of pension benefit determination.

ARTICLE 13
WORKERS' COMPENSATION AND
SUPPLEMENTAL BENEFITS

1
2
3
4
5 **I.** All members of the bargaining unit will be provided full coverage as required
6 by the Oregon Worker's Compensation Act.

7 **II.** The period of time that an employee is off the job and unable to work by
8 reason of a disability compensable under the Worker's Compensation Law shall
9 not interrupt their continued period of employment with reference to accrual of
10 seniority unless the employee's health care provider, the State Worker's
11 Compensation Department or Board, certifies to the County in writing that the
12 employee will be permanently disabled to such an extent that they will be unable
13 to return to the County and fully perform the duties of the position they last
14 occupied. In such event the employee's status shall be governed exclusively by
15 applicable state statutes related to re-employment and non-discrimination. If
16 injured during probation, the probationary period may be extended by written
17 agreement of the Union, employee, and the County. If an injured employee has
18 been released by their attending physician to return to the job at injury, they will be
19 reinstated to that position if eligible under the provisions of ORS 659.043, or its
20 successor; provided that such reinstatement shall not violated the seniority rights,
21 as contained elsewhere in this Agreement, of any other employee.

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

29 **A.** Supplemental benefits shall only be payable for those days an
30 employee is receiving time loss benefits pursuant to Oregon Workers'
31 Compensation Law.

1 **B.** To the extent not compensated by Worker's Compensation benefits,
2 the first day of occupational disability shall be compensated as time worked.

3 **C.** To the extent not compensated by Worker's Compensation benefits,
4 the day following the first day of occupational disability and the next succeeding
5 day shall be compensated subject to the provisions of Article 9, Sick Leave.

6 Supplemental benefits shall only be payable for those days an
7 employee is receiving time loss benefits pursuant to Oregon Workers'
8 Compensation Law. Supplemental benefits shall be paid for no more than three
9 hundred and twenty (320) hours of the employee's regular working hours or for a
10 period equal to the amount of accrued sick leave hours at the time of injury,
11 whichever is greater. Such payments shall not be chargeable to accrued sick
12 leave.

13 **1.** If a Worker's Compensation claim is denied, the employee's
14 absence from work due to illness or injury shall, to the extent not compensated as
15 Workers' Compensation time loss, will be subject to the provisions of Article 9, Sick
16 Leave.

17 **2.** If a Worker's Compensation claim which has been denied is
18 later held compensable upon appeal, any time loss benefits shall be reimbursed
19 by the employee to the County and the employee's sick leave account credited
20 with an equivalent number of days.

21 **3.** Nothing in this article may be construed to permit borrowing
22 of sick leave not accrued by and available to the employee.

23 **4.** The County shall continue to provide medical and dental
24 benefits for employee and dependent(s) from the first day of occupational disability
25 subject to the limitations of the Health and Welfare Article, if any, for a period of
26 one (1) year.

27 **5.** The County shall continue to make retirement contributions,
28 based upon the appropriate percentage of the gross dollar amount of supplement
29 benefits paid, throughout the period that the employee receives such benefits.

ARTICLE 14
HOURS OF WORK

I. Work Day

A. The regular hours of work each shift shall be consecutive except for interruptions for meal periods.

B. Employees on a five (5) day per week work schedule shall work eight (8) hours per day excluding the meal period.

C. Employees on a four-(4) day per week work schedule shall work ten (10) hours per day excluding meal period.

II. Work Week

A. Regular Except as provided herein, the regular workweek shall consist of consecutive days, Monday through Friday, of the same number of consecutive hours per day with two (2) consecutive days off. Employees hired on or after July 1, 1998 for such schedules may be required by the County to work a regular work week that includes Saturday or Sunday but not both. Employees hired before that date who wish to volunteer for such schedules may do so and management may permit the employee to work such a schedule. Employees with four (4) days per week ten (10) hours per day work schedules shall have 3 consecutive days off, including Saturday and Sunday; however, if operational needs of the County dictate, the County may institute a limited number of 4-10 work schedules with three (3) consecutive days off, including Saturday or Sunday off. Qualified Volunteers shall be solicited to take the 3rd day as a non-consecutive day off. If no volunteers accept the 3rd day, it shall be determined via seniority list with the least senior qualified person being assigned. In no case shall the regular workweek be for more than forty (40) hours, excluding the meal period.

B. Continuous Operations Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled work for twenty-four (24) hours a day, seven (7) days a week. The workweek for employees engaged in continuous operations shall consist of five (5) consecutive days, with two (2)

1 designated days off.

2 **C. Operational Essential Assignments**

3 **1. General**

- 4
- 5 a. All employees are expected to make every effort to attend
6 work and serve the public during inclement weather, natural
7 disaster, or community emergency unless released from
8 reporting by their supervisor or other authorized management
9 representative.
- 10
- 11 b. The County Chair, Chair's Chief-Of-Staff, Chief Operations
12 Officer, or other Chair designee may make countywide facility
13 closure or operations curtailment decisions. Those
14 executives, and Department Directors and their designees,
15 may make Department facility closure or operations
16 curtailment decisions.
- 17
- 18 c. The County reserves the right to maintain and revise policy
19 regarding inclement weather, a natural disaster, or community
20 emergency, as relates to facility closure and operations
21 curtailment, attendance at work, and reassignment of staff to
22 other temporary work locations. The County further reserves
23 the right to determine whether or not a specific event qualifies
24 under the terms of such policy.

25

26 **2. Inclement Weather**

- 27
- 28 a. All Local 701 employees are designated as operationally
29 essential ("Essential") and are required to report for duty
30 regardless of facility, closure or curtailment of some or all
31 County operations. An employee who does not report to work
32 or who reports late shall time-code the absence as leave
33 without pay, or may charge it to compensatory time off,
34 holiday, or vacation leave.
- 35
- 36 b. Employees will be entitled to Inclement Weather Essential
37 Assignment Compensation as described in Article 15.XV.
- 38
- 39 c. Employees who were already scheduled for paid leave remain
40 in that leave status.
- 41

42 **III. Work Schedules**

43 Work schedules showing the employee's shift, work days, and hours shall

1 be posted on designated bulletin boards at all times. All employees shall be
2 scheduled to work on a regular work shift and each shift shall have regular starting
3 and ending times. Except for emergency situations and during the duration of the
4 emergency, work schedules for any work shift shall not be changed without written
5 notice to the affected employee ten (10) workdays in advance.

6 **IV. Reduced Workweek**

7 In the event that the financial budget situation of the County requires a
8 reduced workweek for employees covered by this Agreement, the parties agree to
9 meet and discuss scheduling problems, which may arise. Such meeting shall be
10 held prior to implementation of the reduced workweek.

11 **V. Rest Periods**

12 All employees' work schedules shall provide for a fifteen-(15) minute rest
13 period during each one-half (1/2) shift. Rest periods shall be scheduled at the
14 middle of each one-half (1/2) shift whenever feasible. Employees who, for any
15 reason, work beyond their regular quitting time into the next shift shall receive a
16 fifteen (15) minute rest period before they start to work on the next succeeding
17 shift when it is anticipated the overtime is expected to extend a minimum of one
18 and one-half (1-1/2) hours. In addition, they shall be granted the regular rest period
19 that occurs during the shift.

20 **VI. Meal Periods**

21 All employees shall be granted a meal period of not less than thirty (30)
22 minutes during each work shift. Whenever practicable, meal periods shall be
23 scheduled in the middle of the shift. The County shall provide a half (1/2) hour
24 paid meal period at the applicable rate to any employee who is requested to and
25 does work two (2) hours beyond their regular ending time.

26 **VII. Clean-Up Time**

27 Employees occupying labor, trades, or craft positions shall be granted
28 adequate personal clean-up time, prior to the end of each work shift. The County
29 shall provide the required facilities for the employee's clean up. Neither party to
30 this Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-
31 early time.

1 **VIII. Uniform Time Charging Provisions**

2 **A. Rounding Rule** Time charged for all leaves and compensation for
3 time worked under the terms of this Agreement shall be subject to rounding to the
4 nearest quarter of an hour in accordance with the following rules:

- 5 1. 0 - 7 minutes rounds to 0 hours
6 2. 8 - 15 minutes rounds to 1/4 hour

7 **B. Applications**

8 1. **Lateness:** An employee who is seven (7) minutes or less late
9 shall be paid for a full shift. An employee who is eight (8) to fifteen (15) minutes
10 late shall not be paid for one quarter (1/4) of an hour.

11 2. **Working Over:** An employee who works over less than eight
12 (8) minutes shall not be compensated. An employee who works eight (8) to fifteen
13 (15) minutes over shall be compensated one quarter (1/4) of an hour at the
14 appropriate rate of pay in accordance with Article 15, Wages.

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

17 4. **Management and Employee Rights:** The right of
18 management to discipline employees for tardiness is not waived by the above
19 rounding provisions, nor shall the above provision be construed as a right for
20 management to extend the end of the working day beyond the normally scheduled
21 ending time.

22 **IX. Time Between Shifts**

23 There shall be a minimum of eight (8) hours between regular scheduled
24 shifts. Employees who have completed their regular shift and are required to work
25 an additional continuous eight (8) hours shall be granted four (4) hours of rest with
26 pay at the straight hourly rate. The rest pay provision shall apply to the employee's
27 first four (4) hours of their next shift and only occurs when the next regular shift
28 begins within twelve (12) hours of the end of the continuous work period.

ARTICLE 15**WAGES****I. Wages and Classification Schedule**

A. Wage Rates for FY 2022-2023 Effective July 1, 2022, employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum A. Said schedule reflects an increase of five percent (5%) effective July 1, 2022.

Additionally, effective upon ratification of this contract, employees covered by this agreement as of ratification, will receive a one-time payment of two percent (2%) of base wages, but no less than \$1,500, prorated by FTE.

A one-time bonus of two percent (2%) to be paid out upon ratification of the CBA, has been extended to International Union of Operating Engineers Local 701 AFL-CIO members to address employee retention and job market conditions. Should a retention bonus be offered to members of the Multnomah County AFSCME Local 88 unit in excess of 2% in their first year of any additional retention bonus in year 2 of their collective bargaining agreement, members of Local 701 will be eligible to receive any additional retention bonuses to be paid out in 2022 and July 1, 2023.

B. Wage Rates for FY 2023-2024 Effective July 1, 2023, the rates and ranges of employees covered by this Agreement shall be increased by five percent (5%).

C. Wage Rates for FY 2024-2025 Effective July 1, 2024, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the second half 2022 to the second half 2023 as reported in February 2024. The minimum percentage increase shall be no less than one percent (1%) to a maximum increase of four percent (4%).

D. Wage Rates for FY 2025-2026 Effective July 1, 2025, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical

1 Workers Index for the second half 2023 to the second half 2024 as reported in
2 February 2025. The minimum percentage increase shall be no less than one
3 percent (1%) to a maximum increase of four percent (4%).

4 **E. Wage Rates for FY 2026-2027** Effective July 1, 2026, the rates
5 and ranges of employees covered by this Agreement shall be increased by the
6 percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical
7 Workers Index for the second half 2024 to the second half 2025 as reported in
8 February 2026. The minimum percentage increase shall be no less than one
9 percent (1%) to a maximum increase of four percent (4%).

10 **F. Market Adjustments**
11 Effective July 1, 2024 the pay rates will be adjusted if the County
12 rates fall below market average. Market average is defined as:

13 1. Comparables are: Washington County, Clackamas County,
14 MERC, METRO, Portland Public Schools, City of Portland and OHSU.

15 2. Comparable market rates shall be a look at HVAC Engineer
16 and Building Automation Systems Technician/Senior classifications, comparing
17 Multnomah classifications with comparable positions that are similar in duties and
18 responsibilities. HVAC Assistant rate adjustment shall be the same as applies to
19 HVAC Engineer.

20 3. Comparable pay rates shall be pay rates in effect as of July 1,
21 2024 taking into consideration delayed implementation subject to finalize wage
22 rates which are subject to such actions as contract negotiations/finalized salary
23 studies. Multnomah County pay rate for purposes of comparison shall include
24 appropriate July 1, 2024 CPI adjustment.

25 4. Market adjustment increase shall be equal to the percentage
26 that Multnomah rates are below the market average rounded to a tenth of a
27 percent. July 1, 2024 CPI increase shall be based on July 1, 2023 wage rate plus
28 any market adjustment.

29 **G. New Classifications** When any position covered by this Agreement
30 not listed on the wage schedule is established, the County may designate a job
31 classification and pay rate for the position. In the event the Union does not agree

1 that the classification and/or rate is proper, the Union shall have the right to submit
2 the issue as a grievance at Step III of the Grievance Procedure.

3 **H. Work In A Higher Classification** Whenever a supervisor instructs
4 an employee to replace another employee in a higher classification and perform
5 such work for more than one (1) shift, the employee shall be paid for all such work
6 at the rate of pay assigned to the higher classified work in the appropriate step,
7 according to the promotional policy, if any.

8 **II. Pay Period**

9 The salaries and wages of employees shall be paid semi-monthly on the
10 last regular county business day of the last week of the pay period following the
11 pay period in which the pay was earned. In the event the normal payday is a
12 holiday, the preceding day shall be the payday.

13 **III. Hazardous or Obnoxious Work**

14 **A.** Employees performing hazardous or obnoxious work, not a part of
15 their normal duties, shall be paid a premium of one dollar (\$1.00) per hour in
16 addition to their regular rate of pay for all hours during which they are required to
17 perform this type of work. This pay shall be in addition to any other rate that may
18 apply to the job. The job classification to which this provision shall apply shall be
19 mutually agreed upon by the Union and the County. If the parties cannot agree,
20 the matter shall be submitted as a grievance at Step III of the grievance procedure.

21 **B.** When workers are performing work on a structure at or above the
22 ninety (90) foot level, where scaffolding or special safety devices are used, the
23 wage rate for such work shall be double the straight time hourly rate. When such
24 work is performed on an overtime basis or on a holiday, the rate of pay shall be
25 triple the straight time hourly rate.

26 **C.** When Respiratory Protection Program certified employees are
27 required to wear a pressurized respirator to enter a hazardous worksite, they shall
28 be paid a premium of four percent (4%), in addition to their regular rate of pay, per
29 hour, for the actual time worked.

30
31 **IV. Reporting Time**

1 Any employee who is scheduled to report for work and who presents
2 themselves for work as scheduled, but where work is not available for them, shall
3 be excused from duty and paid at their regular rate for a day's work

4 **V. Call-In Time**

5 Any employee called to work outside their regular shift shall be paid for a
6 minimum of four (4) hours at the rate of time and one-half (1.5) except that an
7 employee called to work within two (2) hours of the commencement of their
8 scheduled shift shall be paid at the rate of one and one-half (1.5) times the
9 employee's regular straight time rate only for the period elapsed from the
10 commencement of the call-out to the commencement of the shift. It is the
11 understanding of the parties that the four-hour period for a Call-In commences with
12 the acceptance of the call-in assignment and ends four (4) hours later. Employees
13 will only be called out and remain working for bona fide urgent and immediate
14 operational needs. Call in time will not be used for assigning (stacking) routine
15 work. The employer may also assign an employee who may be subject to call-out
16 a County vehicle, which the employee shall use solely for performing County
17 business and for commuting to and from work. The assignment of the vehicle shall
18 be voluntary, except that it may be made mandatory in the event of an emergency
19 or if the public health or safety may be in jeopardy. The vehicle assignment may
20 be rescinded at the employer's discretion. If such assignment is made, the
21 employee shall not be charged for such vehicle.

22 **VI. Off Duty Work from Home Including Work Telephone Calls**

23 Any employee who is required to perform work or called by the County at
24 home or a location other than their job site for work related business during off-
25 duty hours, and is not required to report to a work site, shall be compensated a
26 minimum of one (1) hour pay or the length of the call whichever is greater, plus
27 any applicable shift differential, at the appropriate rate of pay. Multiple calls less
28 than twenty (20) minutes between the end of the first and beginning of the second
29 (or more) calls will be considered one (1) call. This provision does not apply to
30 work scheduling or work site directions. The County shall provide required
31 computers for employees who repair or maintain County automated systems from

1 home.

2 **VII. On-Call Duty**

3 **A.** Voluntary. Facilities Management may use a voluntary on-call duty
4 pool to provide a method of rotating access to emergency call-out generated
5 overtime. All employees who volunteer shall be allowed to take their assigned
6 County vehicles home. Employees whose residences are more than twenty-five
7 (25) miles from their permanent reporting place may not be eligible to volunteer for
8 this pool. An employee in the pool shall be designated as the primary responders
9 and shall take all Call Outs. If call volume demands it, another employee from the
10 pool may be called out. The designated primary responder who declines a call
11 may be removed from the volunteer pool and shall lose the ability to take a County
12 vehicle home. With permission of management, the employee may be reinstated
13 to the volunteer pool. If called in to work, the volunteer employee must respond to
14 the call and will be paid as described in Section 5. The assignment of On-Call
15 status will be distributed equally among qualified employees who volunteer for the
16 assignment. HVAC Assistant will not be eligible for on-call duty. The division may
17 terminate a Voluntary On-Call Duty pool by providing ten (10) days notice to the
18 affected employees. Employees may withdraw from the voluntary pool with ten
19 (10) days notice to management. Employees shall be paid one (1) hour of pay at
20 the regular straight time rate for each eight (8) hours of assigned on-call duty or
21 elect the equivalent straight time as compensatory time. Throughout the week
22 increments of on-call duty of less than eight (8) hours shall be accumulated and
23 claimed on the Friday timesheet, rounding up to a full hour of on-call duty pay for
24 the sum of any increments of on-call duty time that do not add up to a full eight (8)
25 hours. On call duty time shall not be counted as time worked in the computation
26 of overtime hours.

27 **B.** Employees in On-Call status must respond to the initial contact within
28 one-half (1/2) hour. If the employee's presence at the work site is required, the
29 employee must be able to report for work within one (1) hour of their response to
30 the initial contact. Employees in On-Call status shall be available for call-in work
31 assignments outside of their working hours, but not subject to restrictions which

1 would prevent the employee from using the on-call effectively for the employee's
2 own purposes. While in On-Call status, employees are required to remain fit for
3 call-in during non-work time, keep their assigned telecommunications equipment
4 in operation and comply with any call-in assignment. An employee in On-Call
5 status will be assigned a specialized County vehicle that shall be used solely for
6 performing County business and commuting to and from work.

7 **C.** Employees who are assigned a County vehicle under Section 7 (a)
8 may be dispatched to their home by Management from their last work assignment.
9 Such employees will be released from duty at their designated shift termination.
10 The final 15 minutes of the shift are designated as Clean-Up Time per Article 14,
11 Section 7.

12 **VIII. Overtime**

13 Time and one-half (1-1/2) the employee's regular hourly rate of pay shall
14 be paid for work under any of the following conditions, but compensation shall not
15 be paid twice for the same hours.

16 **A. When scheduled to work five (5) days a week:**

17 **1.** All authorized work performed in excess of eight (8) hours in
18 any work day.

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

21 **3.** All work performed on employee's sixth (6th) day shall be paid
22 for at the rate of time and one-half (1-1/2) and the seventh (7th) day at double-time
23 rate, provided the employee has worked such overtime on the sixth (6th) day as
24 was offered to them for that day.

25 **B. When scheduled to work four (4) days a week:**

26 **1.** All authorized work performed in excess of ten (10) hours in
27 any work day.

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

30 **3.** All work performed on employee's fifth (5th) day shall be paid
31 for at the rate of time and one-half (1-1/2) and the sixth (6th) and seventh (7th)

1 days at the double-time rate, provided that the double-time rate shall be paid only
 2 when the employee has worked such overtime on the fifth (5th) day as was offered
 3 to them on that day. If an employee declines to work on the fifth (5th) day, the
 4 sixth (6th) day shall be paid at the rate of time and one-half (1-1/2) and the seventh
 5 (7th) day at the double-time rate.

6 4. Overtime worked shall be calculated in accordance with the
 7 uniform time charging provisions of Article 14.

8 **IX. Compensatory Time**

9 Compensatory time may be accrued by agreement between the County and
 10 the employee with the following limitations. Specifically, in lieu of overtime pay, an
 11 employee may with supervisory approval elect to accrue compensatory time
 12 equivalent to the applicable overtime rate for each hour of overtime worked
 13 provided:

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

16 B. Accrued compensatory time off shall be used at the discretion of the
 17 employee with the supervisor's consent.

18 C. In the event the employee terminates for any reason, accrued
 19 compensatory time shall be paid to the employee or their heirs.

20 **X. Distribution**

21 Scheduled overtime work shall be distributed equally among qualified
 22 available employees. However, employees may volunteer for overtime work.
 23 There shall be no discrimination against any employee who declines to work
 24 overtime. Overtime work shall be voluntary except in cases where the public
 25 health, safety, and welfare may be jeopardized.

26 A record of overtime hours worked by or offered to each employee shall be
 27 posted on the department bulletin board each month.

28 **XI. Mileage Pay**

29 Each employee will be assigned a permanent reporting place. Permanent
 30 reporting places may be changed with ten (10) days written notice to the affected
 31 employee. Whenever an employee is required to work at any location other than

1 their permanent place of reporting, they shall be paid at the IRS tax exempt
 2 reimbursement rate for the use of their personal transportation from their
 3 permanent reporting place to and from the temporary new location. All employees
 4 shall be allowed pay from the time of reporting to their permanent reporting place,
 5 and this shall end when they return to their permanent reporting place.

6 **XII. Parking**

7 Whenever employees are required to use their private vehicle for work
 8 assignments, they will be reimbursed for the cost of parking pursuant to the County
 9 policy.

10 **XIII. Shift Differential**

11 In addition to the established wage rates, the County shall pay an hourly
 12 premium of one dollar and seventy five cents (\$1.75) to employees for all hours
 13 worked on shifts beginning between the hours of twelve (12) noon and seven
 14 (7:00) p.m. For all hours worked on shifts beginning between seven (7:00) p.m.
 15 and six (6:00) a.m., the County shall pay an hourly premium of two dollars (\$2.00)
 16 to employees for each hour worked during that period. Relief shifts will be paid
 17 one dollar and twenty-five cents (\$1.25) per hour for all hours worked.

18 **XIV. Certification Pay**

19 **A. Certification Pay available for HVAC Engineer and Building**
 20 **Automation Systems Specialist**

21 **1. Limited Maintenance Electrician (LME) License.** A
 22 differential of five percent (5%) over adjusted base pay will be paid to any HVAC
 23 Engineer or Building Automation Systems Specialist who has on file an approved
 24 LME License.

25 **2. State of Oregon Boiler/Pressure Vessel Building Service**
 26 **Mechanic Class 3 Certification.** A differential of three percent (3%) over adjusted
 27 base pay will be paid to any HVAC Engineer or Building Automation Systems
 28 Specialist who has on file a State of Oregon Boiler/Pressure Vessel Building
 29 Service Mechanic Class 3 Certification.

30 **3. State of Oregon Backflow Assembly Tester Certification.**
 31 A differential of two percent (2%) over adjusted base pay will be paid to any HVAC

1 Engineer or Building Automation Systems Specialist who has on file a State of
2 Oregon Backflow Assembly Tester Certification.

3 **B. Certification Pay available for HVAC Engineer**

4 The following percentage differentials over adjusted base pay will be
5 paid to any HVAC Engineer who has on file an Advanced Direct Digital Control
6 (DDC) Competency.

7 1% for successful completion of one (1) DDC Class.

8 2% for successful completion of two (2) DDC Classes.

9 3% for successful completion of three (3) DDC Classes.

10 **C. Process for receiving Certification Pay**

11 In order for an employee to receive one or more of the certifications
12 listed above, an employee must present to their supervisor a valid credential(s)
13 and/or Supervisor written approval that an employee has met the certification
14 standards for a certification. Certification premium will be effective upon the date
15 the supervisor received certification and/or approved certification.

16 **XV. Inclement Weather Essential Assignment Compensation**

17 Employees in positions that have been designated as Inclement Weather
18 Essential Assignments shall receive two (2) saved holidays, at the number of hours
19 described in Article 7.III. on October 16 of each year. An employee who transfers
20 into an Inclement Weather Essential Assignment after October 16 but before
21 January 1 of the same fiscal year will receive two (2) saved holidays effective to
22 the date of their transfer. An employee who transfers into an Inclement Weather
23 Essential Assignment on or after January 1 but before February 15 of the same
24 fiscal year will receive one (1) saved holiday effective to the date of their transfer.
25 An employee who transfers into an Inclement Weather Assignment after February
26 15 will receive no saved holiday for the fiscal year.

ARTICLE 16
DISCIPLINARY ACTION

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4 **I.** Employees may be subject to disciplinary action by suspension, oral or
5 written reprimand, demotion, reduction in pay, or dismissal; provided, however,
6 that such action shall take effect only after the appointing authority gives written
7 notice of the action and cause to the employee and mails such notice to the Union.
8 This notice provision shall not apply to oral or written reprimands; provided,
9 however, that a copy of any written reprimand must be mailed to the Union on the
10 date of issuance.

11 **II.** Any permanent, non-probationary employee who is reduced in pay,
12 demoted, suspended, or dismissed shall have the right to appeal the action
13 through the Grievance Procedure.

14 The standard of review of disciplinary actions appealed under this section
15 shall be the "in good faith for cause" standard.

16 **III. Personnel Files**

17 **A.** An employee or their representative, with written consent of the
18 employee, may inspect that employee's personnel file. Upon written request, an
19 employee or their authorized representative shall be given a copy of any materials
20 in their personnel file.

21 **B.** Except as provided below, an employee may request and have
22 removed from their personnel file any letter of reprimand more than two (2) years
23 old.

24 **C.** A single letter imposing discipline more severe than a letter of
25 reprimand which is more than five (5) years old will be removed from an
26 employee's personnel file upon their request.

27 **D.** If there is more than one letter imposing discipline which is more
28 severe than a letter of reprimand on file, none of the disciplinary letters may be
29 removed until the most recent disciplinary letter is more than five (5) years old. At
30 that time, it and all previous disciplinary letters will be removed from the
31 employee's personnel file upon request. For purposes of this subsection, "letter"

- 1 includes attachments.

ARTICLE 17
SETTLEMENT OF DISPUTES

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4 **I. Grievance Procedure** Any grievance or dispute which may arise between
5 the parties involving the application, meaning, or interpretation of this Agreement
6 shall be settled in the following manner:

7 **Step I** If there is a dispute or grievance, an employee and/or their Union
8 steward or representative shall meet with their supervisor to resolve the grievance
9 informally. This meeting shall take place within ten (10) days of the time the
10 employee or the Union first has knowledge or should have knowledge of the
11 alleged violation.

12 If the informal meeting does not resolve the grievance, the grievance shall
13 be reduced to writing and presented to the employee's section or division head
14 through the immediate supervisor within ten (10) days of the informal meeting. A
15 grievance may not be initiated concerning an event after sixty (60) days have
16 elapsed; however, in no way is this provision to be interpreted as affecting the
17 pursuance of grievances which are of a continuing nature (i.e., the breach
18 continues and is not a single isolated incident). The grievance notice shall include
19 a statement of the grievance and relevant facts, applicable provisions of the
20 contract, and remedies sought. The supervisor shall then attempt to adjust the
21 matter and respond, in writing, to the employee or their representative within ten
22 (10) days.

23 **Step II** If the grievance has not been answered or resolved, it may be
24 presented in writing by the employee or their representative to the department
25 head within fifteen (15) days after the response is due from the supervisor. The
26 department head shall respond to the employee or their representative, in writing,
27 within fifteen (15) days.

28 **Step III** If the grievance has not been answered or resolved at Step II, it
29 may be presented, in writing, by the grievant to the County Chair, or their
30 designee(s), within fifteen (15) days after the response of the department head is
31 due. The County Chair, or their designee(s), shall respond in writing to the grievant

1 within fifteen (15) days.

2 **County Grievances** When the County has a grievance, it may be
3 presented in writing to the Union through the County Chair or their representative.
4 The parties will each then promptly appoint two (2) persons to serve as a Board of
5 Adjustment to consider the grievance of the County and resolve the dispute. If the
6 Board of Adjustment is unable to resolve the dispute within fifteen (15) days of the
7 notification to the Union, then the County may request arbitration under Step V of
8 this Grievance Procedure by written notice to the other party. This procedure for
9 County grievances is not exclusive, and the County expressly retains the right to
10 alternately proceed with any other action, including court proceedings, it may deem
11 in its discretion to be advisable or warranted.

12 **Step IV** If the grievance has not been answered or resolved at Step III,
13 either party may, within fifteen (15) days after the expiration of time limit specified
14 in Step III, request arbitration by written notice to the other party.

15 **Step V – Arbitration** After the grievance has been submitted to arbitration,
16 the parties, or their representatives, shall jointly request the Oregon Mediation and
17 Conciliation Service for a list of the names of seven (7) arbitrators. The parties
18 shall select an arbitrator from the list by mutual agreement. If the parties are
19 unable to agree on a method, the arbitrator will be chosen by the method of
20 alternate striking of names; the order of striking to be determined by lot. One day
21 shall be allowed for the striking of each name. The final name left on the list shall
22 be the arbitrator. Nothing in this section shall prohibit the parties from agreeing
23 upon a permanent arbitrator or permanent list.

24 No less than five (5) days prior to the scheduled arbitration, the parties shall
25 submit to the designated arbitrator a signed stipulation of the issue before the
26 arbitrator. In the event the parties are unable to stipulate the issue in dispute, each
27 party shall, not later than four (4) days prior to the scheduled arbitration, submit to
28 the arbitrator and the other party a signed statement of the issue that party asserts
29 is in dispute.

30 The arbitrator shall be requested to begin taking evidence and testimony
31 within a reasonable period after submission of the request for arbitration taking into

1 account the schedules of the parties' representatives and the arbitrator and
2 witnesses; and they shall be requested to issue their decision within thirty (30)
3 days after the conclusion of testimony and argument. The parties hereby vest the
4 arbitrator with authority to compel the attendance of witnesses on behalf of either
5 party by issuance of a subpoena, the cost of which shall be borne by the party
6 requesting the subpoena.

7 The arbitrator's decision shall be final and binding, but they shall have no
8 power to alter, modify, amend, add to, or detract from the terms of the Contract.
9 Their decision shall be within the scope and terms of the Contract and in writing.
10 Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60)
11 days prior to the date the grievance was first filed with the supervisor and it shall
12 state the effective date of the award.

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

18 Any time limits specified in the grievance procedure may be waived by
19 mutual consent of the parties. A grievance may be terminated at any time upon
20 receipt of a signed statement from the aggrieved party that the matter has been
21 resolved.

22 **II. Stewards and the Processing of Grievances**

23 **A.** Employees selected or elected by the Union as employee
24 representatives shall be known as "stewards." The names of the stewards and the
25 names of other Union representatives who may represent employees shall be
26 certified in writing to the County by the Union. Stewards may investigate and
27 process grievances during working hours without loss of pay. All efforts will be
28 made to avoid disruptions and interruptions of work.

29 **B.** Departure from the established Grievance Procedure outlined in this
30 article by any employee shall automatically nullify the Union's obligation to process
31 the grievance.

1 **C.** All references to “days” in this article refer to calendar days.

ARTICLE 18
GENERAL PROVISIONS

I. No Discrimination

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

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

II. Bulletin Boards

The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its postings of notices and bulletins to such bulletin boards. All postings of notices and bulletins by the Union shall be factual in nature and shall be signed and dated by the individual doing the posting.

III. Visits by Union Representatives

The County agrees that the Business Manager or their Assistant, accredited representatives of the International Union of Operating Engineers, Local 701, AFL-CIO, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Union business.

1 **IV. Changes in Existing Conditions**

2 The County will solicit and be receptive to the input of the Union regarding
3 changes in existing working conditions proposed by the County, and any such
4 changes shall not be made for arbitrary or capricious reasons.

5 Any unresolved dispute as to the reasonableness of a change in existing
6 working conditions shall be resolved through the grievance procedure.

7 Whenever any existing conditions are changed, they shall be posted
8 prominently on all bulletin boards for a period of ten (10) consecutive work days
9 prior to becoming effective.

10 **V. Rules**

11 **A.** All future work rules shall be subject to discussion with the Union
12 before becoming effective.

13 **B.** The County agrees to furnish each employee in the bargaining unit
14 with a copy of the Collective Bargaining Agreement sixty (60) days after the signing
15 of this Agreement.

16 **C.** The County agrees to furnish each employee in the bargaining unit
17 with a copy of all changes to work rules thirty (30) days after they become effective.

18 **D.** The County shall provide new employees a copy of the Agreement
19 and rules at time of hire.

20 **E.** Any dispute as to the reasonableness of any new rule, or any dispute
21 involving discrimination in the application of new or existing rules may be resolved
22 through the grievance procedure.

23 **VI. Tool Replacement**

24 The County agrees to replace all tools required by the employer to be
25 furnished by employees when such tools become damaged beyond usability or
26 are lost or stolen while on the job. A "proof of loss by theft" statement must be
27 signed by the employee prior to recovery for theft.

28 **VII. Uniforms and Protective Clothing**

29 **A.** If an employee is required to wear a uniform, protective clothing, or
30 any type of protective device in the performance of their duties, such
31 uniform, protective clothing, or protective device shall be furnished by the

1 County; the cost of maintaining the uniform or protective clothing or device,
 2 including initial tailoring, shall be paid by the County, in accordance with the
 3 current practice. The county will pay the cost of cleaning required protective
 4 clothing.

5 **B. Respiratory Protection**

6 A respirator shall be provided to each employee when such
 7 equipment is necessary to protect the health of such employee. The County
 8 shall provide the respirators which are applicable and suitable for the
 9 purpose intended. The County shall be responsible for the establishment
 10 and maintenance of a respiratory protective program to cover each
 11 employee required to use a respirator. Employees are required to use
 12 respiratory protection as required by OSHA standard in performing their
 13 normal duties.

14 **C. Respiratory Protection Program**

15 The County shall develop and implement a written respiratory
 16 protection program with partnership from the Union with required worksite-
 17 specific procedures and elements for required respirator use. The program
 18 must be administered by a suitably trained program administrator.

19 **VIII. Seniority**

20 **A. Seniority will be determined as follows:**

- 21 1. Total length of continuous service within the affected job
 22 classification within the affected department; if a tie occurs, then
- 23 2. Total length of continuous service within the affected
 24 Department; if a tie occurs, then
- 25 3. Total length of continuous service within the County; if a tie
 26 occurs, then
- 27 4. Score on the last performance evaluation awarded under the
 28 system to be developed in accordance with MCC 9.03; if no system exists, then
 29 score on original entrance examination.
- 30 5. Time spent in an abolished classification that has a current
 31 equivalent will count toward seniority in the equivalent classification.

1 **B. In computing seniority for permanent employees, the following**
2 **factors will be taken into account:**

3 1. Part-time work within the same classification will be counted
4 on a prorated hourly basis.

5 2. Time spent on authorized leave without pay that exceeds
6 thirty (30) calendar days will not count.

7 3. Time spent in a trainee capacity (e.g., PEP, WIN, CETA, or
8 other state or federally funded programs) will not be included.

9 4. Time spent in classification in previous government service
10 will be included if the employee transferred in accordance with ORS 236.610
11 through 236.650.

12 5. Time spent on layoff will not count.

13 **C.** Seniority shall be forfeited by discharge for cause or voluntary
14 termination.

15 **D.** On May 15 of each year, the County shall furnish to the Union
16 sufficient copies of a seniority roster of all employees assigned to the
17 classifications listed in Addendum A.

18 **E.** Employees may protest their seniority designation through the
19 grievance procedure outlined in this agreement.

20 **IX. Reduction in Force**

21 Layoffs will be in accordance with Multnomah County Code 9.03 or its
22 successor and the Personnel Rules pertaining thereto.

23 **X. Contract Work**

24 **A.** Unless mutually agreed, the County will not contract out or
25 subcontract any work now performed by employees covered by this Agreement
26 when such would result in loss of employment by any bargaining unit employee(s)
27 and the County is unable to find suitable or comparable alternate employment for
28 the employee(s). However, this provision shall not apply to contracting out or
29 subcontracting work such was anticipated and considered as a part of and during
30 budget procedures.

31 **B.** If during the budget procedure contracting or subcontracting is

1 considered, the County agrees to meet with the Union to discuss the effect of such
2 action prior to the discussion of such proposals by the budget committee.

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

9 **XI. Shift Assignment**

10 Whenever there is more than one shift within the same job classification,
11 employees shall be granted, at their request, preference of shift including days off
12 according to their respective seniority within the affected classification of the
13 division; provided, however, that following original selection of shift, changes may
14 be made only when a vacancy occurs on another shift, and further provided that
15 the employee is qualified to perform the duties set forth in the job description for
16 the position on the other shift.

17 Disputes concerning the qualifications of an employee to select a shift may
18 be filed as a grievance in accordance with Article 17.

19 **XII. Safety Rules**

20 The County will furnish all safety devices necessary to comply with existing
21 and future State and Federal Safety requirements. No employee will be disciplined
22 for refusal to violate the Safety Codes or the Laws of the State of Oregon.

23 **XIII. Supremacy of Contract**

24 To the extent allowable by law, whenever a conflict arises between this
25 Agreement and Multnomah County Code 9.03 et. seq. or its successor, this
26 Agreement shall prevail.

27
28 **XIV. Performance Evaluation Process**

29 **A.** The County may implement and maintain performance evaluation
30 processes involving members of the bargaining unit.

31 **B.** Employees will have the right to attach a response to any evaluations

1 in their personnel files.

2 **C.** No evaluations or employee responses will be admissible in any
3 disciplinary or arbitration hearing.

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

6 **XV. Bus Passes**

7 Statement of Purpose. For the purposes of encouraging employees to use
8 mass transit as part of the county's ride reduction program under the Oregon
9 Department of Environmental Quality (DEQ) Employee Commute Options (ECO)
10 mandate, as well as part of the County's commitment to limiting traffic congestion
11 and promoting clean air, effective November 1, 2001, each employee shall be
12 eligible to receive a bus pass entirely subsidized by the County for the employee's
13 personal use while employed by the County. Employees shall return their bus pass
14 to the County upon termination of County employment. Failure to do so may result
15 in further action by the County and may be noted in the employee's personnel file.

16 **A. Scope of Subsidy**

17 **1.** The County will provide a one hundred percent (100%)
18 subsidy for employee Tri-Met Universal Bus Pass. However, the County may
19 require that the employee pay a percentage if the County's subsidy exceeds the
20 IRS standard for a de minimis employee benefit.

21 It will be the employee's responsibility to obtain the necessary
22 Photo ID from the County's Employee Benefits Office (EBO). Instructions for
23 obtaining the photo ID will be available through the EBO and will be included in
24 new hire packets.

25 **2.** This program is offered only by Tri-Met. C-Tran will honor the
26 Tri-Met Universal bus pass on all C-Tran regular routes (C-Tran Express routes
27 are excluded).

28 **B. Procedural Requirements**

29 The procedural requirements for obtaining the pass and verification
30 that the pass has been used solely by the employee shall be the same as apply to
31 exempt employees. Such requirements may change from time to time to ensure

- 1 efficient and effective implementation of the program.

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ARTICLE 19

SAVINGS CLAUSE AND FUNDING

I. Savings Clause

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

II. Funding

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are, therefore, contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures. This Section 2 and County action hereunder shall not be subject to the Resolution of Disputes Procedures hereinbefore set out.

ARTICLE 20
ENTIRE AGREEMENT

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4 The parties acknowledge that during the negotiations which resulted in this
5 Agreement each had the unlimited right and opportunity to make demands and
6 proposals with respect to any subject or matter not removed by law from the area
7 of collective bargaining, and that the understandings and agreements arrived at by
8 the parties after the exercise of that right and opportunity are set forth in this
9 Agreement. This Agreement constitutes the sole and entire existing Agreement
10 between the parties. Except as specifically modified by or treated in this
11 Agreement, all policies, matters, questions and terms affecting unit employees in
12 their employment relationship with the County shall be governed by the rules and
13 regulations of the Employee Services Division and by Multnomah County Code
14 3.10, or its successor. The County and the Union for the life of this Agreement
15 each voluntarily and unqualifiedly waives the right, and agrees that the other shall
16 not be obliged, to bargain collectively with respect to any subject or matter referred
17 to or covered by this Agreement, even though such subject or matter may not have
18 been within the knowledge or contemplation of either party or both parties at the
19 time that they negotiated and signed this Agreement.

20 Nothing in this article shall preclude the parties during the term of this
21 Agreement from voluntarily entering into amendments to the Agreement, nor shall
22 the Union and the County Chair or their designee(s) for labor relations be
23 precluded from voluntarily entering into Memoranda of Understanding,
24 Interpretation, or Exception concerning matters of contract administration.

IN WITNESS WHEREOF, the parties hereto have set their hands this 29 day of the SEPTEMBER, 2022.

FOR THE UNION:



James Anderson
Business Manager / FS IUOE Local 701

MULTNOMAH COUNTY, OREGON



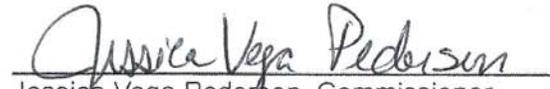
Deborah Kafoury, County Chair



Sharon Meieran, Commissioner
District 1



Susheela Jayapal, Commissioner
District 2

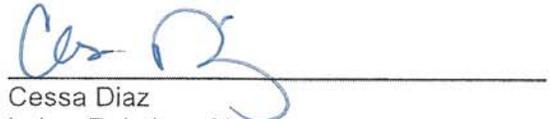


Jessica Vega Pederson, Commissioner
District 3



Lori Stegmann, Commissioner
District 4

NEGOTIATED FOR THE COUNTY BY:



Cessa Diaz
Labor Relations Manager
Department of County Management

REVIEWED:

Jenny Madkour, County Attorney
For Multnomah County, Oregon



By: Kathryn Short
Deputy County Attorney

ADDENDUM A
WAGES AND CLASSIFICATIONS
OPERATING ENGINEERS

Effective July 1, 2022

I. Compensation

CLASSIFICATION	Base Hourly Rate	Adjusted Base Hourly Rate*
HVAC Assistant	\$27.99	\$27.97
HVAC Engineer	\$36.76	\$36.74
HVAC Engineer Senior	\$39.12	\$39.10
Building Automation Systems Specialist	\$48.07	\$48.05

* Adjusted base hourly rate per Article 11, Section II.D.1.

II. Distinguishing Characteristics

The distinguishing characteristics for the classifications covered by the Operating Engineers, Local 701 bargaining unit can be found in the job classification specifications which are maintained by the County's Classification and Compensation Unit.

III. Lead Assignment

The County may assign an employee or employees to serve as HVAC Engineer Lead Worker(s) to perform certain limited supervisory duties including laying out the work for other employees, balancing and directing the work, reviewing the work and employee conduct for adherence to standards and rules, and making such reports as may be required to exempt supervisory employees. Lead Workers do not impose formal discipline. Assignment and selection of such Lead Worker(s) shall be at the sole discretion of the County. An employee assigned as a HVAC Engineer Lead Worker shall be paid a premium of nine percent (9%) over their base hourly wage rate for the duration of the assignment.

ADDENDUM B
COMPOSITE VERSION OF MULTNOMAH COUNTY
EXEMPT EMPLOYEE RETIREE INSURANCE POLICY
(EXHIBIT B OF ORDINANCE 534 AS AMENDED BY
ORDINANCES NOS. 629 & 670)

I. Retiree Medical Insurance

A. For purposes of this section, a "retiree" refers to a person who retired from the County on or after the effective date of this section and, at the time of retirement, occupied a position covered by the "Exempt" compensation plan. For purposes of this section, a "member" refers to an active employee(s) in a position covered by the "Exempt" compensation plan.

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

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

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

E. The following terms related to benefit payments, service, and age requirements shall also apply:

1. The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and their eligible dependents from the retiree's fifty-eighth (58th) birthday or date of retirement, whichever is later, until

the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had:

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

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

(c) ten (10) years of continuous County service immediately preceding retirement in the event of disability retirement.

2. The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and their eligible dependents from the retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had thirty (30) years of continuous service with employers who are members of the Oregon Public Employee Retirement System and twenty (20) or more years of continuous County service immediately preceding retirement.

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

G. Part-time service in a regular budgeted position shall be prorated for purposes of the service requirements under Subsection e of this section. (For example, twenty (20) hours per week for two (2) months would equal one (1) month toward the applicable service requirement.)

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

The County shall inform the retiree of the identity and mailing address of the County's portion collection agent and acceptable forms of payment at the time the

retiree signs up for continued post-employment medical and/or dental insurance coverage and shall inform the retiree of changes in collection agent no less than forty-five (45) days in advance of the effective date of such change.

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

J. The parties 1998 – 2001 Agreement provided for an alternative Retiree Medical Insurance benefit as follows:

II. Retirees

Employees who retire from the County shall be eligible to participate in the County's retiree medical insurance program subject to the same terms, conditions, and limitations as applied to Exempt County employees at the time this Contract is executed, pursuant to Ordinance Nos. 629 and 670, set forth in Addendum B, attached hereto and by this reference incorporated herein. However, employees hired before July 1, 1992 who retire from the County with ten (10) or more years of continuous service may, in lieu of coverage under the terms of the foregoing retiree insurance provisions, elect an alternate retiree insurance benefit whereby the employer will pay one hundred percent (100%) of the premium for the employee and their eligible dependents from age sixty (60) or date of retirement, whichever is later, until the employee is eligible for Medicare. The election to participate in this alternative program must be made in writing, signed by the employee, and received by the Director of the County's Employee Services Division not later than June 30, 1999. An employee who elects the alternate program and who retires from the County early with ten (10) or more years of continuous service may receive the employer-paid benefit beginning at age sixty (60) provided the employee continuously participates in the County's medical plan

by timely payment of the full premium due from the date of retirement until age sixty (60). After such employee reaches age sixty-five (65), they may continue to continuously participate in the County's medical plan by timely payment of the monthly premium.

If the union elects to require out of pocket medical contributions by payroll deduction pursuant to section 3 of this Article, the employer contribution toward eligible retirees' insurance shall be one hundred percent (100%) of the contribution it makes for an active employee on the same plan and participation level, rather than one hundred percent (100%) of the premium, for employees hired prior to July 1, 1992 who timely elect the above-referenced alternative plan, or fifty percent (50%) of the contribution the employer makes for an active employee on the same plan and participation level, rather than fifty percent (50%) of the premium, for employees on the plan set out in Addendum B.

The following employees elected this option and are eligible to participate in this benefit:

1. Bufton, Michael
2. Forbes, Royal
3. Hale, Robert
4. Kusel, Gary
5. Morley, Harold
6. Schaffer, Jr., Ralph
7. Scogin, David
8. Wooldridge, Lee

ADDENDUM C
Voluntary Employee Beneficiary Association

I. Wages

The County will contribute an amount equal to three percent (3%) of each Local 701 member's hourly rate (defined as three percent (3%) of base and overtime wages) toward each member's individual HRA-VEBA account. This conversion of wages to benefits will reduce the member's hourly wage by ~~two~~ three percent (3%). The conversion of three percent (3%) of wages to benefits is applied to the compensation calculation of base wages and overtime for each payroll period. The result is that the three percent (3%) will vary based upon numbers of hours worked and any increases in compensation to the hourly base wage, either as a step increase or subsequent COLA increase. Should a member employee work out of class outside of the bargaining unit, HRA-VEBA contributions will be suspended during the work out of class period.

Example: 7/1/2012 base wage \$28.10:

$\$28.10 \times 97\% = \27.26	(rounded) Hourly Rate after VEBA Contribution
<u>$\\$28.10 \times 3\% = + .84$</u>	(rounded) VEBA Contribution
$\$28.10$	Hourly Rate

II. Vacation

The HRA-VEBA will also be funded by conversion of zero percent (0%) of the member's accrued vacation cash out upon voluntary termination of employment from Multnomah County.

Voluntary termination is identified by the following:

SAP TERMINATION CODES AND LEGEND

01	Voluntary – OTHER EMPLOYMENT
02	Voluntary – PERMANENT DISABILITY
03	Voluntary – RETIREMENT (Regular or Disability)
04	Voluntary – FAMILY DEMANDS-STAYING HOME
05	Voluntary – INSUFFICIENT PAY
06	Voluntary – ISSUES WITH MANAGER
07	Voluntary – ISSUES WITH PEERS
08	Voluntary – JOB ABANDONMENT
09	Voluntary - DEATH
10	Voluntary - PERSONAL HEALTH
11	Voluntary – SCHOOL
12	Voluntary – TRANSPORTATION/COMMUTE
13	Voluntary – WORKING HOURS
14	Voluntary – OTHER VOLUNTARY RESIGNATION

Employee transfers which are the result of an intergovernmental agreement between the County and another public agency are not considered voluntary resignation for the purpose of this section.

III. Annual Review

The HRA-VEBA contribution process will remain in place for the term of the party's current agreement with extension of the contributions subject to future agreements and can be subject annually to review by mutual agreement of both parties. "Annually" is defined as proposed change made by July 1 of any calendar year, with proposed changes submitted to the other party no later than February 1st and agreement to be reached no later than May 1st of the year in which the change is to occur.

IV. In the event IUOE Local 701 decides to terminate the HRA-VEBA agreement, then three percent (3%) will revert back to the base wage calculation.

ADDENDUM D
DRUG AND ALCOHOL POLICY

I. Drug Free Workplace Act

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

II. Holders of Commercial Drivers Licenses

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

III. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

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

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

B. Work Rules

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

Employees shall:

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

containers are brought to the work place. The “work place” includes vehicles parked on County property.

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

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

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

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

Employees shall:

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

b. Not use or distribute alcohol without authorization.

3. Fitness for duty

Employees shall:

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

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

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

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

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

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

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

4. Cooperation with Policy Administration

Employees shall:

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

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

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

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

e. Sign a waiver upon request authorizing treatment

providers to disclose confidential information necessary to verify successful completion of any assessment or treatment program required under this Policy.

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

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

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

C. Levels of Discipline

1. The level of discipline imposed on non-probationary employees for violation of the Alcohol and Drug Policy Work Rules above or other violations resulting from the use of alcohol or drugs will be according to the provisions of Article 16, Disciplinary Action.

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

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

- a. carrying firearms
- b. work in the criminal justice system
- c. responsibility for public safety or the safety of co-workers
- d. handling narcotics or other controlled substances
- e. handling hazardous equipment or materials
- f. influencing the behavior of minors

g. holding a Commercial Drivers License

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

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

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

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

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

b. The offer of a Last Chance Agreement will not set precedent for the discipline of other employees in the future. Any discipline incorporated in a Last Chance Agreement may not be grieved under the provisions of Article 17, Settlement of Disputes.

D. Mandatory Assessment and Treatment

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

2. The County will verify employees' attendance, and that the assessment and treatment have been completed. This verification and any other

information concerning alcohol and drug dependency will be treated as confidential medical information per applicable state and federal law and County Administrative Procedures.

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

E. Return to Work Testing

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

IV. Testing

A. Basis for Testing

1. All employees may be tested:
 - a. Based on reasonable suspicion of being “under the influence” of alcohol or prohibited drugs;
 - b. Before returning to work after testing positive for being “under the influence” of alcohol or drugs;
 - c. As part of a program of unannounced follow-up testing provided for in a Last Chance Agreement.
2. An employee applying for a different County position will be subject to testing on the same basis, and using the same procedures and methods, as outside applicants.
3. Consistent with Federal law, employees in safety sensitive positions, including but not limited to, holders of Commercial Drivers Licenses (CDLs) and Bridge Operators, shall be subject to the testing requirements of federal law, in addition to the requirements herein which apply to all employees. For example, unlike other employees, employees in safety sensitive positions will be subject to legally required random testing and testing following certain kinds of accidents.

B. Establishing Reasonable Suspicion

1. Definition

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

2. Supervisory training

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

3. Lead Workers

Lead workers who oversee day-to-day work activities are "supervisors" for the purposes of establishing reasonable suspicion and directing employees to be tested on that basis. This provision applies to lead workers who supervise or act as lead workers as part of their job description as well as to those who receive premium pay under Addendum A, Wages and Classification.

4. Additional precautions

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

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

b. The supervisor shall provide upon request within forty eight (48) hours of the oral determination of "reasonable suspicion" a written specification of the grounds for reasonable suspicion; and

c. Except in field or shift circumstances which render

contact difficult, no supervisor shall refer an employee for a drug or alcohol test based on "reasonable suspicion" unless the supervisor has consulted with another supervisor or managerial person regarding the grounds for the suspicion.

C. Testing Methodology

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

1. Drug Testing

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

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

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

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

If an employee requests a retest, any disciplinary action shall be stayed pending the results of the re-testing.

2. Alcohol Testing

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

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

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

V. Definitions

A. Alcohol:

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

B. Controlled Substance:

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

C. County:

Multnomah County, Oregon.

D. Drug Paraphernalia:

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

E. Drug Test:

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

F. Drugs:

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

G. Medical Review Officer (MRO):

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

H. On Duty:

The period of time during which an employee is engaged in activities which are compensable as work performed on behalf of the County, or the period of time before or after work when an employee is wearing a uniform, badge, or other insignia provided by the County, or operating a vehicle or equipment which identifies Multnomah County.

I. Prescription Medication:

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

J. Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol:

See "Section IV. B. 1. a" above.

K. Substance Abuse Professional (SAP):

A licensed physician, or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

L. Under the Influence of Alcohol:

See "Section III. B. 3" above.

M. Under the Influence of Drugs:

See "Section II. B. 2" above.

Sample Last Chance Agreement**LAST CHANCE AGREEMENT**

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

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

2. I agree to comply with and complete the conditions of my "Aftercare Plan" as recommended by my treatment counselor. If I must be absent from my aftercare session, I must notify the County. The County has my permission to verify my attendance at required meetings. If I do not continue in the aftercare program, I understand that my employment will be terminated.

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

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

LAST CHANCE AGREEMENT

5. I agree to return to work upon successful completion of an alcohol/drug rehabilitation program if my substance abuse counselor requires inpatient treatment.

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

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

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

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

Disciplinary Action

I understand that the disciplinary action imposed in the attached letter may not be grieved under the grievance procedure in the Local 701 contract.

Personal Commitment

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

I understand the terms and conditions of this letter. I also understand that, except as expressly stated in this agreement, my terms and conditions of employment will

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

(Employee) (Date) (Managerial Employee With (Date)
Disciplinary Authority)**

(Labor Representative) (Date) (Employee's Immediate (Date)
Supervisor***)

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

Footnotes:

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

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