
2021-2025

AGREEMENT

between

Multnomah County, Oregon,

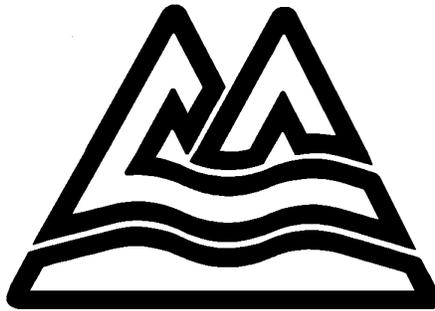
The Multnomah County District Attorney

and

Multnomah County Prosecuting Attorneys Association



**2021-2025
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
MULTNOMAH COUNTY PROSECUTING ATTORNEYS
ASSOCIATION**



**LABOR RELATIONS SECTION
501 SE HAWTHORNE BLVD, 3rd FLOOR
PORTLAND, OR 97214
503-988-5135**

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AGREEMENT

Between

MULTNOMAH COUNTY, OREGON,

THE MULTNOMAH COUNTY DISTRICT ATTORNEY,

And

MULTNOMAH COUNTY PROSECUTING ATTORNEYS ASSOCIATION

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, the Multnomah County District Attorney, hereinafter referred to as the District Attorney, and the Multnomah County Prosecuting Attorneys Association, hereinafter referred to as the Association.

The purpose of this Agreement is to set forth those matters pertaining to compensation and working conditions subject to limitations of ORS 8.610 to 8.850 as is consistent with the County's objective of providing services to the public of Multnomah County.

The parties agree as follows:

1 **ARTICLE 2**

2 **RECOGNITION AND ASSOCIATION SECURITY**

3 **A. Recognition**

4 The County and District Attorney recognize the Association as the sole and exclusive
5 bargaining representative for the purpose of establishing compensation and working
6 conditions subject to limitations of ORS 8.610 to 8.850 for all Deputy District Attorneys of
7 Multnomah County excluding:

- 8 1. First Assistant District Attorney;
- 9 2. Three (3) Chief Deputy District Attorneys

10 Each party reserves the right to reopen and negotiate changes in Section A of this
11 Article in the event the District Attorney reorganizes the District Attorney's office. Such
12 negotiations shall take place not less than ten (10) working days following written notice by
13 any party to the other party. Article 4 of this Agreement shall remain in full force and effect
14 during any renegotiation of this Article. During the pendency of such renegotiation, members
15 of the Association may have direct contact with the District Attorney.

16 **B. Association Security /Check Off**

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

21 2. The County agrees to deduct each pay period from the pay of employees
22 covered by this Agreement as applicable:

23 a. .5 of the current monthly Association membership dues of those
24 Association members who individually request such deductions in writing.

25 b. Deductions shall cease the pay period following permanent
26 appointment to a position which is excluded from the bargaining unit, upon written request
27 of the employee.

28 3. Deduction of membership dues must be authorized in writing. The amount
29 to be deducted shall be certified in writing to the County by the Association President. The
30 aggregate of all deductions shall be remitted, together with an itemized statement, to the
31 Treasurer of the Association at an address certified to the County in writing by the

1 Association President, within five (5) working days after it is withheld or by such time as the
2 parties mutually agree in writing.

3 **4.** The Association agrees that it will indemnify, defend and hold the County
4 harmless from all suits, actions, proceedings or claims against the County or persons acting
5 on behalf of the County, whether for damages, compensation, reinstatement, or any
6 combination thereof, arising out of application of Section B of this Article. In the event any
7 decision is rendered by the highest court having jurisdiction that this Article is invalid and/or
8 that reimbursement of the service fee must be made to employee affected, the Association
9 shall be solely responsible for such reimbursement.

10 **5.** All members covered by this Agreement are considered strike prohibited
11 per ORS 243.736. If after PECBA process bargaining, the parties do not reach agreement,
12 either party may exercise their right to submit the unresolved matter(s) to binding interest
13 arbitration per ORS 243.742.

14 **C. Definition of Deputy District Attorney**

15 Except as otherwise provided in this Agreement, for purposes of this Agreement a
16 “Deputy District Attorney” is defined as any attorney employed, retained, hired, contracted
17 or engaged under the authority of the elected District Attorney who is performing the duties
18 and/or functions described in the Deputy District Attorney classification specifications for
19 levels 1, 2, 3, 4 (attached as Addendum B and by this reference incorporated herein) on
20 behalf of the elected District Attorney. A “Deputy District Attorney” does not include attorney
21 volunteers or unpaid participants in the Jury Trial Experience Project (or similar successor
22 program), as set forth in this agreement.

23 **D. Certified Law Students**

24 The District Attorney shall retain authority to employ or engage any number of
25 Certified Law Students either in paid or unpaid status. Certified Law Students shall not be
26 considered Deputy District Attorneys nor-covered by this Agreement. Certified Law Students
27 must be supervised by an assigned Deputy District Attorney.

28 **D. Volunteer Program and Jury Trial Experience Program**

29 The District Attorney shall retain authority to engage up to three (3) unpaid
30 volunteer Oregon licensed attorneys to perform the work of employees represented by
31 the Association. Volunteer attorneys shall be limited to performing such work for no more

1 than any part of three (3) consecutive calendar months, with an option to extend the
2 engagement for one (1) additional three (3)-month period, not to exceed a total of six (6)
3 months in any continuous twelve (12) month period of time. The District Attorney may
4 continue to participate in the Jury Trial Experience Project.

ARTICLE 4**NO STRIKE CLAUSE**

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4 No employee covered by this Agreement shall engage in any work stoppage,
5 slowdown, picketing, or strike at any County facility or at any location where County services
6 are performed during the life of this Agreement. If any such work stoppage, slowdown,
7 picketing, or strike shall take place, the Association will immediately notify such employees
8 so engaging in such activities to cease and desist, and it shall publicly declare that such
9 work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is
10 unauthorized. Employees in the bargaining unit, while acting in the course of their
11 employment, shall not refuse to cross any picket line established by any labor organization
12 when called upon to cross such picket line in the line of duty as required by the District
13 Attorney to fulfill the professional functions of the office.

14 Any employee engaging in any activity in violation of this Article shall be subject to
15 disciplinary action, up to and including discharge, by the District Attorney without application
16 of the grievance procedure.

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

ARTICLE 5
SETTLEMENT OF DISPUTES

A. Grievance Procedure:

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

1. Step I:

After first attempting to resolve the grievance informally with the employee's immediate supervisor, any employee, with notice to the Association in writing, or the Association may present in writing such grievance to the appropriate Chief Deputy, within fifteen (15) working days of its occurrence; if at that time the individual employee or his or her representative is unaware of the grievance, it may be presented in writing fifteen (15) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. The written notice shall include the name of the grievant, a statement of the grievance and relevant facts, applicable provisions of this Agreement alleged to have been violated, and remedies sought. The Chief Deputy shall respond to the grievant or their representative, and the Association, in writing within fifteen (15) working days.

2. Step II:

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

3. Step III:

If the grievance has not been answered or resolved at Step II, it may be presented in writing by the Association on behalf of the grievant, or by the Association, to Central Human Resources Labor Relations within fifteen (15) working days from the date after the Step II response of the District Attorney is due. Labor Relations shall respond in writing to the grievant and the Association within fifteen (15) working days.

1 **4. Step IV:**

2 **a.** If the grievance involves the disciplinary demotion or termination of
3 a member pursuant to ARTICLE 15 - DISCIPLINE and the grievance still remains
4 unresolved, the Association may submit the matter in writing to binding arbitration but
5 must do so within fifteen (15) working days after the Step III response from Labor
6 Relations is due.

7 **b.** If the grievance does not involve the disciplinary demotion or
8 termination of a member pursuant to ARTICLE 15 - DISCIPLINE and the grievance still
9 remains unresolved, the Association may submit the matter for resolution through the
10 Employment Relations Board (ERB) ULP process using and relying upon the provisions
11 of the Public Employee Collective Bargaining Act.

12 **5.** As an alternative to Step IV the parties may mutually agree to an alternative
13 process to resolve any dispute, so long as the agreed upon alternative process concludes
14 in a resolution that is binding on the parties.

15 **B. Arbitration (Article 5.A.4.(A)):**

16 **1.** After the Article 5.A.4.(A) grievance has been submitted to arbitration, the
17 Association and/or the County Attorney's Office, acting as the District Attorney's
18 representative, shall request the Oregon State Conciliation Service of the ERB for a list
19 of the names of nine (9) arbitrators who list their principal residence or principal place of
20 business in either Washington or Oregon.

21 **2.** The parties shall select an arbitrator from the ERB list by mutual agreement.
22 If the parties are unable to agree on a method, the arbitrator will be chosen by the method
23 of alternate striking of names; the order of striking to be determined by lot. If either party
24 deems it necessary, one (1) day shall be allowed for the striking of each name. The final
25 name left on the list shall be the arbitrator.

26 **3.** Nothing in this section shall prohibit the parties from agreeing upon a
27 permanent arbitrator or permanent list.

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

1 after the conclusion of testimony and argument. The parties hereby vest the arbitrator
2 with authority to compel the attendance of witnesses on behalf of either party by issuance
3 of a subpoena, the witness fee cost (pursuant to Oregon law) of which shall be borne by
4 the party requesting the subpoena.

5 **5.** The arbitrator's decision shall be final and binding, but the arbitrator shall
6 have no power to alter, modify, amend, add to, or detract from the terms of this
7 Agreement. The Arbitrator's decision shall be in writing, be within the scope and terms of
8 this Agreement, and contain an explanation of the reasoning utilized in making the
9 decision. Any decision of the arbitrator may provide for retroactivity not exceeding six (6)
10 months prior to the date the grievance was first submitted, and it shall state the effective
11 date of the award.

12 **6.** Expenses and fees of the Arbitrator for the arbitration shall be borne by the
13 losing party as determined by the arbitrator or apportioned to each party as determined
14 by the arbitrator. Each party shall also be responsible for compensating its own
15 representatives and witnesses.

16 **7.** If either party desires a verbatim recording of the proceedings, it may cause
17 such a record to be made, on the condition that it pays for the record and makes copies
18 available at a reasonable charge to the other party and at no cost to the Arbitrator.

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

24 **9.** If the arbitrator is faced with a question of arbitrability at the arbitration
25 hearing, then the arbitrator shall be obligated to first hear arguments and evidence and
26 decide that question. If the arbitrator affirmatively decides the question of arbitrability in
27 favor of arbitration, then the arbitrator may hear arguments and evidence on the merits of
28 the grievance. If requested by either the Association or the County, the hearings for a
29 question of arbitrability shall be held separately from any hearing on the merits of the
30 grievance. The decision(s) of the arbitrator shall be binding on both parties to this
31 Agreement.

1 **10.** Upon mutual agreement, in writing by the Association and the County, at
2 the conclusion of the evidentiary portion of the arbitration, in lieu of closing argument
3 briefs, the parties may make oral closing arguments. If the parties mutually agree to oral
4 closing arguments, the parties will allow the arbitrator the option to issue an oral bench
5 decision. If the Arbitrator chooses to issue an oral bench decision then such oral bench
6 decision shall be recorded and transcribed by the parties as the formal arbitration award
7 of the arbitration. If the Arbitrator chooses to issue an oral bench decision, the arbitrator
8 shall issue their oral bench decision within a reasonable time after the conclusion of the
9 arbitration but within at least four (4) hours of the conclusion of the arbitration hearing.

10 **C. Association Representatives**

11 Employees selected by the Association to act as Association representatives shall
12 be known as "Association Representatives". The independent authority to act as
13 "Association Representative" shall reside with the Association Officers (President, Vice
14 President and Secretary/Treasurer) and any other individual designated by the
15 Association's President. The names of the employees selected as Association
16 Representatives and the names of other individuals who may represent employees shall
17 be certified in writing to the County by the Association.

18 **D. Processing Grievances**

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

22 **E. Interpretation**

23 This article is not intended to limit any remedy at law available to the Association, any
24 of its members, the District Attorney, or Multnomah County to enforce the terms of this
25 contract.

ARTICLE 6**NO DISCRIMINATION****A. 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, sexual orientation, political affiliation, gender identity or expression, or other lawfully recognized protected status. It is further agreed that there will be no discrimination against the disabled unless bona fide job-related reasons exist as provided by the Americans with Disabilities Act as amended and rules promulgated under its terms.

ARTICLE 7
COMPENSATION AND BENEFITS

A. Compensation:

1. **Intent:** The salary matrix, responsibility levels, and administrative policies set forth herein are intended to promote selection and retention of qualified individuals to perform quality prosecutorial services. Deputy District Attorney compensation and benefits shall be consistent with the terms of this agreement.

2. Salaries:

a. July 1, 2021:

Effective and retroactive to July 1, 2021, the salary rates and ranges covered by this Agreement and in effect on June 30, 2021, shall be increased one and one sixth-tenths percent (1.6%).

b. July 1, 2022:

1. Effective July 1, 2022, the salary rates and ranges covered by this Agreement and in effect on June 30, 2022, shall be increased by the percentage increase in the West – Size A Consumer Price Index for Urban Wage Earners and Clerical Workers (West – Size A CPI-W), second half of 2020 to the second half of 2021 as reported in February 2022), with a minimum increase of one percent (1%) and a maximum increase of four percent (4%).

c. July 1, 2023:

1. CPI Formula:

Effective July 1, 2023 the rates and ranges covered by the Agreement and in effect June 30, 2023, shall be increased by the percentage increase in the **West – Size A** Consumer Price Index for Urban Wage Earners and Clerical Workers (**West – Size A** CPI-W), second half of 2021 to the second half of 2022 as reported in February 2023), with a minimum increase of one percent (1%) and a maximum increase of four percent (4%).

2. Reopener:

If the County's estimated general fund resources in the executive budget for FY 2022-2023 fall fifteen percent (15%) or more below the estimated

1 general fund resources in the preceding year's executive budget, the terms of Subsection
2 A.2.c. above shall not be implemented and negotiations will commence on or before April
3 15, 2023, for substitute terms for Article 7, Subsection A.2.c.

4 **d. July 1, 2024:**

5 **1. CPI Formula:**

6 Effective July 1, 2024, the rates and ranges covered by the
7 Agreement and in effect June 30, 2024, shall be increased by the percentage increase in
8 the **West – Size A** Consumer Price Index for Urban Wage Earners and Clerical Workers
9 (**West – Size A** CPI-W), second half of 2022 to second half of 2023, with a minimum
10 increase of one percent (1%) and a maximum increase of four percent (4%).

11 **3. Salary Administration:**

12 Except as abridged by the specific terms of this Agreement, the District
13 Attorney shall have sole responsibility for determining future allocation of bargaining unit
14 members to the salary matrix and for determining the rate of advancement subject to the
15 following guidelines:

16 **a.** Responsibility levels set forth in Addendum B shall serve as a guide in
17 determination of the allocation of individuals to Levels I, II, III, or IV of the salary matrix. Any
18 dispute as to the application of this sub-section shall be resolved under the terms of Article
19 5, Sections A and B, Settlement of Disputes. With prior approval of the Chief DDA of the
20 involved division, a DDA I or DDA II may participate in, assist with, and/or argue motions on,
21 any felony level matter under the direction and supervision of a DDA IV or DDA III.

22 **b.** Advancement to all steps shall be guided by normal improvement in
23 knowledge, ability, performance, tenure in office, and maintenance of high-level professional
24 and office demeanor. A Deputy's job performance shall be reviewed by the District Attorney
25 within one hundred and twenty (120) days before or sixty (60) days after the employee's
26 salary anniversary date and provided a written performance evaluation. Each Deputy may
27 expect to be advanced in salary to a higher step at that time or given a written explanation
28 for the reason(s) advancement has been denied.

29 Nothing herein is intended to prevent more frequent job performance review or
30 reallocation by the District Attorney.

1 Salary payments are made on a semi-monthly basis, with twenty-four (24) pay
2 periods per calendar year. It is recognized that the County retains the right to decide as to
3 the frequency of payment to employees, e.g. bi-weekly, twice (2x) monthly, or monthly, upon
4 sixty (60) days written notice to the Association.

5 c. Employees shall be paid on a salary basis, rather than hourly, in the
6 same method and frequency as management service employees.

7 d. The review date for each employee represented by the Association
8 shall be maintained on a list and provided to the Association annually. As Deputy District
9 Attorneys are hired and separated from service, said list will be updated by the County.

10 e. A Deputy District Attorney on unpaid leave of absence that is not a
11 protected status leave and which exceeds thirty (30) days will have their review date
12 adjusted upon return from leave, to deduct all time out on non-protected unpaid leave of
13 absence.

14 **4. Budgeting:**

15 The County shall budget funds sufficient to provide for the salaries and
16 anticipated normal advancement, as set forth in Paragraphs 2 and 4 of this section. Monies
17 appropriated for salaries and normal advancement may be used only for such purpose.

18 In the event of a change in the budgeted staffing levels for Deputy District Attorneys
19 covered by this Agreement, it is understood that appropriations for salaries and normal
20 advancement shall be increased or decreased in proportion to the increase or decrease in
21 budgeted staffing requirements.

22 **5. Promotions, Rotations, and Demotions:**

23 a. **Definitions:**

24 1. **Promotion:**

25 Advancement in responsibility intended to be of a
26 permanent duration.

27 2. **Rotation:**

28 A temporary change in responsibility for a designated
29 period of time after which the deputy will resume their original responsibilities.

30 4. **Demotion:**

1 A reduction in responsibility intended to be of a
2 permanent duration.

3 **b. Promotions:**

4 A promotion in level shall be accompanied by an
5 increase in pay to a salary step on the new level which is higher than the salary rate
6 immediately prior to the promotion.

7 **c. Rotations:**

8 **1.** Should the District Attorney institute a program of
9 temporary rotation in level of responsibilities, he shall provide notice of intent to institute a
10 temporary placement in writing to those deputies affected. A deputy who is assigned full-
11 time to a higher level of responsibility for a period of time in excess of thirty (30) calendar
12 days shall be paid at a rate equal to an increase of one (1) step increment, or at the
13 employee's election may maintain their former salary level.

14 **2.** The duration of a temporary rotation is intended to be up
15 to two hundred-seventy (270) calendar days, and in any event shall not be more than three
16 hundred sixty-five (365) calendar days without written mutual agreement of the parties.

17 **3.** A temporary rotation extension past two hundred-
18 seventy (270) days and up to three hundred sixty-five (365) days shall not occur unless the
19 employee being considered for a temporarily extension has received a written performance
20 evaluation within sixty (60) days of the expiration of the two hundred-seventy (270) day
21 rotation.

22 **4.** An employee may not be assigned to consecutive
23 temporary rotation assignments unless there is written agreement of the District Attorney
24 and the Association President. A consecutive temporary rotation assignment agreement
25 shall include the finite duration of the consecutive temporary rotation and may not be
26 implemented unless the employee being considered for a consecutive temporary rotation
27 has received a written performance evaluation within thirty (30) days of the expiration of a
28 three hundred sixty-five (365) day rotation.

29 **d. Demotions:**

30 Should a Deputy be demoted to a lower level of job
31 responsibility, their salary may be reduced according to the degree of demotion consistent

1 with the salary matrix. The District Attorney shall give notice of intent to demote in writing to
2 the affected Deputy.

3 **B. Benefits**

4 **1. Annual Leave**

5 **a. Accrual:**

6 Each employee shall accrue vacation in accordance with the below
7 cited schedule. Vacation time on the books of the District Attorney's office as of June 30,
8 1987, from prior system conversions shall be honored and shall not be applied to the
9 cumulative maximums cited below.

10 **1.** Less than two (2) years (4,176 hours) of County service: 0.0462
11 hours per hour worked (twelve (12) days per year), cumulative to a maximum of two hundred
12 (200) hours.

13 **2.** Two (2) years (4,176 hours) but less than five (5) years (10,440
14 hours) of County service: 0.0654 hours per hour worked (seventeen (17) days per year),
15 cumulative to a maximum of two hundred and forty (240) hours.

16 **3.** Five (5) years (10,440 hours) but less than eight (8) years
17 (16,704 hours) of County service: 0.0846 hours per hour worked (twenty-two (22) days per
18 year), cumulative to a maximum of three hundred and twenty (320) hours.

19 **4.** Eight (8) years (16,704 hours) but less than fifteen years of
20 County service: 0.1038 hours per hour worked (twenty-seven (27) days per year),
21 cumulative to a maximum of four hundred and thirty-two (432) hours.

22 **5.** Fifteen (15) years (31,200 hours) or more of County service:
23 0.1038 hours per hour worked (twenty-seven (27) days per year), cumulative to a maximum
24 of five hundred (500) hours.

25 **6.** Employees will accrue annual leave on a pay period basis,
26 rather than an hourly basis, in accordance with the following matrix. In the event the County
27 changes the frequency of pay periods, the pay period annual leave accrual rate shall be
28 calculated based on the number of annual leave hours accrued per calendar year divided
29 by the number of pay periods per calendar year.

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<u>Years of Service</u>	<u>Hours Accrued Per Pay Period (24 periods)</u>	<u>Hours Accrued Per Year</u>	<u>Maximum Hours Accruable</u>
Less than 2	4	96	200
2 up to 5	5.67	136	240
5 up to 8	7.33	176	320
8 up to 15	9.0	216	432
15 or more	9.0	216	500

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b. Part-Time:

1. Part-time permanent employees shall accrue vacation based on service years in accordance with the above schedule, e.g., a five (5)-year employee working half time would be eligible for approximately eighty-eight (88) hours per year.

2. Part-time employees will accrue annual leave on a pro-rata basis based on their assigned FTE.

3. Determination of service years shall be in accordance with the specific terms or practice applied to exempt employees.

c. Leave of Absence Accrual:

Vacation leave shall not accrue during a leave of absence without pay.

d. Payoff:

1. After one thousand and forty (1,040) hours of County service, unused accrued earned vacation time shall be paid to the employee at their regular rate of pay at the time of separation from service, provided that the maximum payoff shall be one hundred and twenty (120) hours except for vacation accrued and available prior to the implementation of the entitlement program and still unused at the time of the employee's termination.

1 **2.** For employees who have reached PERS and/or OPSRP
 2 retirement eligibility, all unused accrued earned annual leave time up to the maximum
 3 accruals set forth in Section 1,a. above shall be paid to the employee, at their regular rate
 4 of pay at the time of separation from service, provided the employee submits evidence of
 5 retirement eligibility issued by the Oregon PERS, or its successor, no later than five (5)
 6 business days prior to the employee's last day of work.

7 **3.** Beginning with FY 09-10, a level 3 or level 4 DDA, who is eligible
 8 to retire with full benefits, may elect to cash-out fifty (50) hours of vacation in the last year
 9 prior to retirement. In order to exercise this option during the fiscal year, an employee must
 10 notify the DA's Office in writing by December 31 of the fiscal year.

11 **e. Death Benefit:**

12 Regardless of length of County service, in the event of death of an
 13 employee, unused accrued vacation time shall be paid the employee's heirs at their regular
 14 rate of pay. Except as otherwise provided by Oregon Law, such payment shall be paid
 15 directly to an employee's beneficiary as designated on the employee's Life Insurance
 16 enrollment card.

17 **2. Sick Leave:**

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

21 **Specified others:**

- 22 • Members of the employee's immediate household: or
- 23 • The employee's spouse, parents, or children as defined in the federal
 24 Family and Medical Leave Act (hereinafter referred to as the "FMLA"); or
- 25 • The employee's parents-in-law as defined in the Oregon Family Leave Act
 26 (hereinafter referred to as "OFLA"); or
- 27 • The employee's domestic partner as designated in an Affidavit of
 28 Domestic Partnership submitted to Employee Benefits; or
- 29 • The children and parents of such domestic partner, defined as if the
 30 domestic partner were the employee's spouse.

31 **Covered heath conditions:**

- 1 • Any condition covered by FMLA or OFLA; or
- 2 • Any other illness, injury, or quarantine based on exposure to contagious
- 3 disease; or
- 4 • Medical and dental appointments.

5 **a. Accrual:**

6 1. Employees shall accrue sick leave at the rate of .0461 hours for

7 each hour worked. Sick leave may be accrued on an unlimited basis.

8 2. Full-time employees shall accrue sick leave at the rate of ninety-

9 six (96) hours per calendar year which will be accrued at four (4) hours per pay period. Part-

10 time employees will accrue sick leave on a pro-rata basis, based on assigned FTE. For

11 example, a half time (.50 FTE) employee will accrue sick leave at the rate of two (2) hours

12 per pay period. In the event the County changes the frequency of pay periods, the sick leave

13 pay period accrual rate shall be the number of hours earned per calendar year (96) divided

14 by the number of pay periods per calendar year.

15 **b. Unused Entitlements:**

16 Employees shall, in addition to any accruals earned, be entitled to any

17 unused entitlement which may be on the books of the District Attorney's Office as of June

18 30, 1990, from prior system conversions.

19 **c. Workers' Compensation Supplement:**

20 In the event an employee suffers an occupational injury, illness, or

21 disease, salary continuation shall only be paid in an amount equal to the difference between

22 the Workers' Compensation payment and one hundred percent (100%) of the employee's

23 biweekly net take-home pay. The terms and limitations of such payment shall be in

24 accordance with the Local 88 Agreement regarding this matter in effect at the time of injury.

25 **3. Bereavement Leave:**

26 An employee shall be granted not more than three (3) days leave of absence

27 with full pay in the event of a death in the immediate family or immediate household of the

28 employee to make household adjustments or to attend funeral services. If such funeral is

29 beyond three hundred and fifty (350) miles, the employee may be granted up to three (3)

30 additional days with pay. For purposes of bereavement leave, an employee's immediate

31 family shall be defined as the employee's spouse, or domestic partner, parents, step-

1 parents, children, step-children, siblings, step-siblings, grandchildren, grandparents,
2 brother-in-law, sister-in-law and the parents, step-parents, children, siblings, step-siblings
3 and grandparents of the employee's spouse or domestic partner. Immediate household shall
4 be defined as any person residing at the employee's residence on a regular basis. In
5 relationships other than those set forth above, under exceptional circumstances, such leave
6 of absence may be granted by the District Attorney upon request.

7 **4. Holidays:** The following days shall be recognized and observed as paid
8 holidays:

- 9 • Any day the President of the United States and/or the Governor of
10 Oregon declares a holiday for all employees employed in the public
11 sector.
- 12 • New Year's Day (January 1st).
- 13 • Rev. Dr. Martin Luther King's Birthday (3rd Monday in January).
- 14 • Washington's Birthday (3rd Monday in February).
- 15 • Memorial Day (last Monday in May).
- 16 • Juneteenth (June 19th)
- 17 • Independence Day (July 4).
- 18 • Labor Day (1st Monday in September).
- 19 • Veteran's Day (November 11th).
- 20 • Thanksgiving Day (4th Thursday in November).
- 21 • Christmas Day (December 25th), or with supervisory approval, this day
22 may be traded for any other religious holiday during the fiscal year,
23 provided the employee uses paid leave for December 25.
- 24 • Eight (8) hours to be used between Thanksgiving Day and New Year's
25 Day or for any religious holiday during the fiscal year. Eight (8) hours
26 will be prorated for part-time employees based on their normal FTE.

27 **5. Family Leave:**

28 **a. Parental Leave:**

29 The parties agree that accrued paid leave followed by the use of
30 unpaid leave may be utilized for parental leave purposes in accordance with the County's
31 Family Medical Leave Act policy in effect as of July 1, 2005, (County Policy No. 2-60) and

1 as allowed by Oregon's Family Leave Act (OFLA) and/or the federal Family Medical Leave
2 Act (FMLA).

3 **b. Dependent Care:**

4 To the degree allowable by law, salary reduction shall be allowable
5 under the terms of this Agreement for any employee participating in the County Dependent
6 Care Assistance Plan.

7 **c. Sequencing of Leaves:**

8 Unless otherwise allowed by law, the use of accrued leave and leave
9 without pay shall be exhausted in the following sequences:

10 **1.** Leave for illness or injury, that does not qualify for FMLA/OFLA
11 will be taken in the following order:

12 **a.** Sick Leave until exhausted;

13 **b.** All other accrued paid leave, sequenced at the
14 employee's option, until all other accrued paid leaves are exhausted;

15 **c.** Leave without pay.

16 **2.** Leave that qualified under FMLA and/or OFLA will be taken in
17 the following order:

18 **a.** Paid accrued leave until it is exhausted; employees will
19 determine what order paid accrued leave is used;

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

21 **a.** Paid accrued leave, sequenced at the employee's
22 option, until all paid accrued leave is exhausted.

23 **b.** Leave without pay.

24 **6. Retirement**

25 **a.** Each eligible employee shall be a member of the Oregon Public
26 Employee Retirement System (PERS) and/or the Oregon Public Service Retirement Plan
27 (OPSRP) pursuant to ORS 238 and 238A subject to the terms and conditions of the
28 Integration Agreement between PERS and the County. The County shall "pick up" the
29 employee contribution to PERS (6%) and/or OPSRP as permitted by ORS 238.205(5)(a)
30 and ORS 238A.335.

1 **b.** For retirement purposes, sick leave in application to final average
2 salary under the terms of ORS 238.350 shall be applied to members of this bargaining unit.

3 **c.** Employees who retire from the County shall be entitled to maintain their
4 group medical insurance benefits subject to timely payment of fifty percent (50%) of the
5 premium for such coverage until such time as the person is eligible for Medicare, subject to
6 the specific terms and limitations of Multnomah County Personnel Rule 4-20-140 applying
7 to exempt employees or its successor.

8 **d.** The County shall “pick up” the employee contribution to PERS and
9 OPSRP as permitted by ORS 238.205 and ORS 238A.335(1). Should for any reason the
10 “employer pick-up” no longer be legally available, the County shall, on the last payroll period
11 prior to the elimination of the “employer pick-up”, increase employee wages by six percent
12 (6%).

13 **7. Deferred Compensation:**

14 The County will make available to members of the Association a deferred
15 compensation plan. Specific terms and conditions of the deferred compensation program
16 are controlled by the plan document.

17 **8. Life Insurance:**

18 The County agrees to provide each employee covered by this Agreement with
19 term life insurance in the amount one times (1x) their annual salary up to a maximum of two-
20 hundred and fifty thousand dollars (\$250,000). Retirees of Multnomah County with at least
21 ten (10) years of service with the Office of the District Attorney (Multnomah County) will be
22 provided with two thousand dollars (\$2,000) term life insurance coverage during the period
23 of time they receive pension benefits. Employees will designate their beneficiaries.
24 Employees, at their option, may purchase from the same life insurance carrier supplemental
25 term life insurance by payroll deduction with premiums varying according to age of the
26 employee. Insured employees will be provided a certificate evidencing such insurance.

27 **9. MCPAA Association Activities:**

28 An Association officer, negotiator, or any designated representative who
29 attends or performs necessary Association meetings or activities during regular office hours
30 which cannot be performed at any other time shall not be required to forfeit vacation time,
31 sick pay, or personal holidays for time so spent. Any person who utilizes office time in such

1 a manner shall be required to provide prior notification to the Chief Deputy and, upon
2 approval, shall further be required to make up such work loss after regular office hours. A
3 written list of hours lost and hours compensated shall be provided to the Chief Deputy within
4 two (2) weeks of the Association activity.

5 **10. Bar Dues:**

6 In order to enhance recruitment, the parties agree that the annual Bar Dues
7 of all employees in this bargaining unit as of the date of the annual bar billing shall be
8 employer-paid. Such payment is made in recognition that:

9 a. Bar membership is a condition of employment for all employees in the
10 bargaining unit; and

11 b. Employees are prohibited by statute from practicing law except as
12 Deputy District Attorneys.

13 **11. Mileage:**

14 Employees shall be reimbursed for mileage in accordance with the same
15 terms and limitations as exempt employees.

16 **12. Training:**

17 The County will provide training opportunities each calendar year at no cost
18 to the employee. Where practical, the County will attempt to gain MCLE accreditation for
19 such training.

20 **13. Catastrophic Leave Program:**

21 The Parties recognize that a Catastrophic Leave Program has been
22 implemented which allows the donation of vacation leave to ill or injured employees who
23 have exhausted all paid leave. This program may be terminated only subject to the terms
24 and conditions of Multnomah County Personnel Rule 2-55.

25 **14. Longevity Pay:**

26 Employees who have completed fourteen (14) years of cumulative
27 employment as a Multnomah County Deputy District Attorney shall be entitled to one and
28 one-half percent (1.5%) longevity pay added to their matrix salary rate. Employees who have
29 completed twenty (20) years of cumulative employment as a Multnomah County Deputy
30 District Attorney shall be entitled to an additional one and one-half percent (1.5%) longevity
31 pay, for a total longevity premium of three percent (3.0%) above their matrix salary rate.

1 **15. Lead Assignment:**

2 Employees classified at DDA III may be designated as a Lead Deputy at the
3 sole discretion of the District Attorney. Employees so designated shall receive a 5%
4 premium to their pay. Lead Deputies may also be expected to fill in for DDA IV positions on
5 an intermittent basis. Removal of a lead designation is not considered disciplinary, and is
6 not subject to the grievance procedure.

ARTICLE 8
HEALTH AND WELFARE

A. Medical and Dental Insurance:

1. Contribution Toward Insurance Premiums:

a. Full-Time employees:

1. Full-Time Employee Definition:

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

2. Medical/Vision/Rx:

Effective upon ratification and for the term of this Agreement, the County agrees to contribute monthly on behalf of each full-time eligible employee, the monthly premium for one (1) of the health plans (medical/vision/prescription) offered by the County, as follows:

Health Plans	County Contribution	Full-Time Employee Contribution
PPO 400	100%	0%
Major Medical Plan	100%	0%
Kaiser 10/20 Medical Plan (revised)	100%	0%

This employee/County premium cost sharing formula for the monthly amounts paid by the County and the employee shall continue for the term of this Agreement.

3. Dental Plan:

Effective upon ratification and for the term of this Agreement, the County agrees to contribute monthly on behalf of each full-time eligible employee the monthly premium for one (1) of the dental plans offered by the County, as selected by the employee as follows:

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2

Dental Plans	County Contribution	Full-Time Employee Contribution
Delta Dental 50 Plan	100%	0%
Kaiser Dental 15 Plan	100%	0%
Willamette Dental Group Plan	100%	0%

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4 This agreement by the County to pay the monthly dental premium shall continue for
5 the term of this Agreement.

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b. Part-Time employees:

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1. Part-Time Employee – Definition:

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Employees who are regularly scheduled to work twenty (20) hours but less than thirty-two (32) hours per week.

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2. Medical/Vision/Prescription Insurance:

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The County will provide the Moda 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 and part-time employees will pay the difference in cost between the County's allowance for the Major Medical Plan and the cost of the selected plan based on coverage level (single, two-party, or family). The County will provide an additional fifty dollar (\$50) monthly premium subsidy to part-time employees who enroll in either the Kaiser HMO Plan or the PPO 400 Plan, regardless of the tier.

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The County and the Association agree that the Health plan year is a calendar-year basis.

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Part-time employee's monthly contribution rate for the Kaiser Maintenance Plan will equal ten percent (10%) of the total monthly premium for the Kaiser Maintenance Plan. Otherwise, part-time employees may elect to purchase one (1) of the other medical/vision/prescription plans available through the County and part-time employees will pay the difference in cost between the County's allowance for the Major Medical Plan and the cost of the selected plan based on coverage level (single, two-party, or family).

1 **3. Dental Insurance:**

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

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

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

10 **3. Successor Plans and Carriers:**

11 **a.** In the event that any of the current insurance plans become
12 unavailable, the County agrees to provide timely written notice to the MCPAA and shall
13 provide to affected employees a substitute plan for the same service delivery type, if
14 available. If a plan or carrier is discontinued and no substitute plan is available of the same
15 service delivery type, subject to impact bargaining with the MCPAA, the affected employees
16 will be offered the option to enroll in an alternative service delivery plan.

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

20 **c.** In conjunction with the economic package set forth in this Agreement,
21 the MCPAA has agreed that, during the term of this Agreement, the County may change
22 health and welfare plans and designs (medical/vision/prescription/dental) to an Oregon
23 public employee insurance pool (e.g. the Public Employees Benefit Board or the Oregon
24 Educators Benefit Board). However, if the MCPAA existing level of benefits are impacted
25 and/or effected by participation in such a pool, the County will initiate and enter into impacts
26 and effects bargaining with the MCPAA pursuant to ORS 243.698 et seq. Recognizing that
27 impacts will vary by individual, said impacts and effects bargaining shall result in an outcome
28 that is impact neutral to Association membership as a group for the term of this Agreement.

29 **d. Participation in Employee Benefits Advisory Team (EBAT):**

30 **1.** The Association and the County recognize increasing costs in
31 health care to be a major concern. In an effort to collaborate together about quality health

1 plans, plan design changes and cost containment associated with health care, beginning no
2 later than thirty (30) calendar days after signature execution of this Agreement, the
3 Association will agree to participate in an information collection and advisory capacity on an
4 Employee Benefits Advisory Team (EBAT) with other County employee representatives
5 designated to the EBAT. The Association's participation on the EBAT is not a waiver of any
6 Association PECBA rights related to health insurance and health care issues that the
7 Association has a PECBA right to bargain about. The EBAT will review and consider health
8 plans, design changes and cost containment. The EBAT will be advisory only, and will
9 directly report EBAT member recommendations to the BOCC and County Chair.

10 **2.** Participation in EBAT by the Association does not preclude the
11 parties from entering into any subsequent written agreements as to modifications related to
12 health care plans and/or design changes.

13 **3.** The Association shall have two (2) Association designated
14 representatives on the EBAT. The County shall notify the two (2) Association EBAT
15 representatives and the Association President, in writing, any time there is a proposed
16 change by any other County bargaining unit, the County or a carrier related to health care
17 plan costs or plan designs. The County shall notify the two (2) Association EBAT
18 representatives and the Association President, in writing, any time there is any optional
19 changes proposed by carriers that would impact plan design cost or plan designs. The
20 Association shall have the right to demand impact and effects bargaining for any of these
21 changes. Mandated coverage changes due to Federal or State law shall be presented to
22 the Association and may be implemented by the County pursuant to ORS 243.698 et seq.
23 or as otherwise required by law.

24 **4. Employee Contribution:**

25 Contributions for employees and their IRS-qualified dependents will be made
26 through automatic pre-tax payroll deductions. Contributions for non-IRS qualified
27 dependents will be made through automatic post-payroll deductions. Enrollment in a
28 County-sponsored medical/vision/prescription plan is mandatory for employees who do not
29 "Opt Out" of medical/vision/prescription coverage.

30 **5. Major Medical Plan Rebates:**

1 Full-time employees who elect coverage under the Major Medical Plan will be
2 paid fifty dollars (\$50) gross per month into the employee's individual VEBA account.

3 **6. Opt-Out – Waiver of Benefits:**

4 a. Employees may elect to Opt Out of coverage (waive participation) in
5 the County's medical/vision/prescription insurance plans by submitting their benefit
6 enrollment. Employees making such an election must provide proof of other group
7 medical/vision/prescription insurance in order to make the Opt-Out election. Employees will
8 not be eligible to change their election until the County's official open enrollment period,
9 unless the employee experiences an IRS recognized family status change event that would
10 allow a mid-year health plan election change.

11 **b. Full-Time Employees who Opt Out**

12 Employees who opt out of medical/vision/prescription coverage will
13 have the County contribute two hundred fifty dollars (\$250) (gross) per month into the
14 employee's individual VEBA account.

15 **c. Part-Time Employees who Opt Out**

16 Employees who opt out of medical/vision/prescription coverage will
17 have the County contribute one hundred twenty-five dollars (\$125) (gross) per month into
18 the employee's individual VEBA account.

19 **7. Retirees:**

20 Provisions governing retiree participation in County medical and dental plans
21 are in Article 7.

22 **8. Default Enrollment:**

23 a. New full-time employees who fail to submit timely benefit enrollment
24 into the medical/dental benefit plans described in Section 1 above will be enrolled by default
25 in the County's Major Medical plan and Delta Dental plan, with employee only coverage.
26 Eligible dependents of such employees may be enrolled in the default plans if the employee
27 completes dependent enrollment within fifteen (15) days of receiving notice of their
28 enrollment.

29 b. New part-time employees who fail to submit timely benefit enrollment
30 into the medical/dental benefit plans described in Section 1 above will be enrolled by default
31 in the County's Major Medical plan and Delta Dental plan, with employee only coverage.

1 Eligible dependents of such employees may be enrolled in the default plans if the employee
2 completes dependent enrollment within fifteen (15) days of receiving notice of their
3 enrollment.

4 **9. Eligible Dependents (Enrollment & Termination of Enrollment):**

5 **a. Spouses and Domestic Partners:**

6 **1. Definitions:**

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

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

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

16 **b.** Has a close personal relationship.

17 **c.** In addition, the employee and the other person
18 must share the following characteristics:

19 **1.** Are not legally married to anyone;

20 **2.** Are each eighteen (18) years or age or
21 older;

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

24 **4.** Were mentally competent to contract
25 when the domestic partnership began;

26 **5.** Are each other’s sole domestic partner;

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

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1 **2. Enrollment of Spouse/Domestic Partner:**

2 Employee may enroll a spouse or domestic partner in County
3 medical and dental plans upon completion of the County's Affidavit of Marriage or Domestic
4 Partnership to add them during the benefit enrollment process. Enrollment times and other
5 procedures for administration of the medical/vision and dental insurance plans shall be
6 applied to employees with domestic partners in the same manner as to married employees
7 to the extent allowed by the law. Spouse or domestic partner must be enrolled in the same
8 plan as the employee.

9 **b. Children:**

10 **1. Definition:** "Eligible children" includes:

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

13 ii. a court-appointed ward of the employee or employee's
14 spouse/domestic partner to the age of majority [most commonly age eighteen (18)], or the
15 age stipulated in the court documents but not to exceed age twenty-six (26), except as
16 permitted in (b)(1)(v) below; or

17 iii. anyone under the age of eighteen (18) for whom the
18 employee is required by court order to provide coverage; or

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

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

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

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

1 **2. Enrollment of Dependent Children:**

2 Employee may enroll eligible children in County medical and
3 dental plans upon completion of the benefit enrollment process. Children must be enrolled
4 in the same plans as the employee.

5 **c. Termination of Dependent Health Plan Coverage:**

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

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

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

16 **3.** Employees must remove from coverage a child who has
17 become ineligible by completing a benefit change event in Workday.

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

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

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27
28
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Terminating Event	Coverage End Date
Divorce	End of month divorce became final
Dissolution of Oregon State registered domestic partnership	End of month dissolution of partnership became final
Dissolution of domestic partnership initiated by Affidavit or Multnomah County registry	End of month partner moved out of shared residence
Child reaches maximum dependent age	End of month that maximum age birth date occurred

1
2 **10. When Benefits Coverage Begins and Ends:**

3 **a. Coverage for New Employees:**

4 **1. Medical and Dental Benefits:**

5 The employee and eligible dependents will be covered by
6 medical and dental benefits the first (1st) day of the month following hire, provided the
7 employee has submitted their completed benefit enrollment and provided other required
8 documents to the Employee Benefits office on or before that date. Employees who submit
9 their enrollment after the first (1st) day of the month following hire, but within thirty-one
10 (31) days of hire, will be covered the first (1st) day of the month following the date
11 enrollment is completed. Employees who do not submit their benefit enrollment within
12 thirty-one (31) days of hire will be enrolled based on the default enrollment procedure.
13 Coverage under the default plan(s) will begin on the first (1st) day of the month following
14 thirty-one (31) days of employment.

15 **b. Benefits Coverage for Terminating Employees:**

16 **1. Retirees:**

17 **i. County-subsidized coverage:**

18 Benefit options for retirees are provided for in Article 7.

19 **ii. Unsubsidized benefits through COBRA:**

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

3 **2. Other Terminating Employees:**

4 **i. County-sponsored coverage:**

5 County sponsored medical/vision/prescription and
6 dental coverage ends based on the employee's last regularly scheduled working day in pay
7 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

8
9 **Example:** Employee A's last working day in paid status is July 15. Employee A's
10 County-sponsored health plan coverage will end July 31. Employee B's last working day
11 in paid status is July 16. Employee B's County-sponsored health plan coverage will end
12 on August 31. Employee B will have additional cost shares deducted from final paychecks
13 to cover the cost shares for August coverage.

14 **ii. Unsubsidized benefits through COBRA:**

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

18 **c. Employees on Unpaid Leaves of Absence:**

19 **1. Leaves of less than thirty (30) days:**

20 Benefits coverage will not be affected by unpaid leaves of
21 absence of less than thirty (30) days' duration. In these cases, unpaid cost shares will be
22 recovered from an employee when an employee returns to paid status.

23 **2. FMLA/OFLA Leaves:**

24 The County will contribute toward medical/vision/prescription
25 and dental insurance coverage during unpaid approved FMLA/OFLA leave as required
26 by law. Unpaid cost shares will be recovered from the employee when the employee
27 returns to paid status.

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

5 **3. Non-FMLA/OFLA Unpaid Leaves:**

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

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

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

11
 12 **Example:** Employee A goes on non-FMLA/OFLA unpaid leave effective July 15.
 13 Leave period exceeds thirty (30) days. Thirty-first (31st) day of leave is August 14.
 14 Employee A's County sponsored health plan coverage will end August 31. Employee B
 15 goes on non-FMLA/OFLA unpaid leave July 18. Unpaid leave period exceeds thirty (30)
 16 days. Thirty-first (31st) day of unpaid leave is August 17. Employee B's County sponsored
 17 health plan coverage will end September 30.

18 **ii. Continuation of coverage through COBRA:**

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

21 **iii. Benefits coverage upon return from a leave:**

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

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

11. Flexible Spending Accounts:

a. Medical expenses:

To the extent permitted by law, Medical Expense Reimbursement Plan (MERP) accounts, which allow employees to pay for deductibles and un-reimbursed medical, dental, and vision expenses with pre-tax wages, will be available according to the terms of the Multnomah County Medical Expense Reimbursement Plan number 504.

b. Dependent care expenses:

To the extent permitted by law, Dependent Care Assistance Plan (DCAP) accounts, which allow employees to pay for dependent care with pre-tax wages, will be available according to the terms of the Multnomah County Dependent Care Assistance Plan number 502.

c. Transportation expenses:

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

B. Disability Insurance:

1. Short term disability

a. Benefit Level:

Any full-time employee covered by this agreement will be covered by a County paid group short term disability insurance policy, the provisions of which will be the same as those in the group policy as specified to the Association.

2020 - Benefit Level	60% of base salary to \$1,500/week
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2. Long term disability.

a. Any full-time bargaining unit employee regularly working twenty (20) hours per week or more will be covered by a County-paid group long term disability insurance policy, the provisions of which will be the same as those in the group policy as specified to the Association, at the following amounts.

Benefit Level	60% of base salary to \$6,000/month
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b. The County will pay for COBRA medical and dental insurance coverage for a period of up to six months beyond the month in which benefits would normally terminate for an employee with an approved long term disability claim. Members must complete and return the COBRA enrollment form as required by law in order to receive premium payments by the County. However, employees who "opt out" of benefits coverage under the provisions of Article 8, Section A.6. of this Agreement will not be eligible for continued County-paid coverage under this subsection.

ARTICLE 9**PROFESSIONAL RECOGNITION LEAVE**

The District Attorney may recognize deputies by awarding up to four (4) weeks of paid time off as Professional Recognition Leave, subject to the following provisions:

1. No more than one (1) person shall be permitted on such leave during the same period of time, unless specifically approved by the District Attorney.

2. The award is subject to budgetary limitations and shall be made at the discretion of the District Attorney, based on their determination of exemplary work and professionalism of the deputy receiving the award. The criteria includes but not limited to the following:

- a. Integrity and professionalism.
- b. Dedication and commitment to public service.
- c. High ethical standards.
- d. Meritorious work ethic.
- e. Leadership qualities.
- f. Community activity apart from employment.

3. Those considered for the award shall have ten (10) total years of service with the Multnomah County District Attorney's Office, including time served prior to resignation or other separation by deputies who had periods of interrupted service.

4. The deputy may request to use an amount of vacation, equal to, or less than, the amount of the award of Professional Recognition Leave, in order to lengthen the total period of leave. Such additional leave is subject to the approval of the District Attorney.

ARTICLE 12
SAVINGS CLAUSE AND FUNDING

1. Savings Clause:

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any 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.

2. Funding:

The parties recognize that revenue needed to fund the compensation and benefits provided by the Agreement must be approved annually by established budget procedures. All such compensation and benefits are, therefore, contingent upon sources of revenue and annual budget certification by the Tax Supervising and Conservation Commission. The County has no intention of cutting the compensation and benefits specified in this agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

The Board of County Commissioners agrees to include in its annual budget amounts sufficient enough to fund the compensation and benefits provided by this Agreement, but makes no guarantee as to the certification of such budget pursuant to establish budget procedures under Oregon law.

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

ARTICLE 13**RECORDING OF HOURS OF WORK****A. Recording Hours:**

Hours worked, including before 0800 and after 1700 on a regular work day, and hours worked on a holiday and hours worked on a weekend day will be recorded as time worked on a Time and Attendance Record (TAR). Such time will be recorded in incremental blocks of time divisible by fifteen (15) minutes. Thus the minimum time that can be recorded is fifteen (15) minutes. Recording of these hours do not alter or amend the status of employees represented by the Association of being salaried – FLSA exempt employees.

ARTICLE 14**SENIORITY AND LAYOFF****A. Layoff:**

The District Attorney may lay off an employee because of the elimination of the position, shortage of funds or work, substantial changes in duties, or other changes in, or restructuring of, the organization. The District Attorney may assign the laid off employee's duties to other employees who hold positions in appropriate responsibility levels (see Addendum B). Suspension without pay or termination for cause is not a layoff. Whenever the District Attorney is contemplating eliminating a position and laying off an employee the District Attorney must notify the MCPAA as early as possible, but in no event not less than sixty (60) calendar days prior to the proposed layoff date.

B. Meet and Confer:

At least sixty (60) calendar days prior to the proposed layoff date, the District Attorney shall notify the Association in writing of the proposed layoff(s). Such notice will identify the proposed layoff(s) by member. The District Attorney will meet and confer with the Association regarding the effects of the proposed layoff(s), and will consider any proposals advanced by the Association regarding alternatives to the proposed layoff(s) including reductions in force for non-essential employees.

C. Order of Layoff

1. Unless otherwise agreed by the parties, if the District Attorney determines that layoff(s) will impact association members, the Association and District Attorney agree that first, members in rotation assignments will cease to receive out-of-class pay for the duration of their current rotation. Rotation assignments subject to this provision are not eligible for extension without written agreement of the Association.

2. When the District Attorney must lay off employees, the District Attorney will identify the employee to be laid off from their current position. The District Attorney will base the decision on the following factors, and will confer with the Association regarding their decision:

- Job skill level
- Ability

- 1 • Experience
- 2 • Seniority
- 3 • Education
- 4 • Training
- 5 • Work performance
- 6 • History of discipline and/or corrective actions
- 7 • Knowledge of program, department and organization
- 8 • Special skills or certifications
- 9 • Salary savings and unit impact

10 The District Attorney may transfer affected employees into vacant positions at the
11 same or lower pay range for which the affected employees are qualified.

12 **D. Employee Notice of Layoff:**

13 The District Attorney shall notify the employee in writing of a pending layoff at least
14 thirty (30) calendar days before the effective date. The notice must state the reason and
15 effective date of the layoff. The District Attorney must contemporaneously send a copy of
16 the notification to the MCPAA.

17 **E. Bumping Procedure:**

18 1. When an employee is subject to a layoff, the employee shall be permitted
19 to exercise bumping rights within five (5) calendar days of receiving the written layoff
20 notification. When an employee exercises bumping rights, the District Attorney shall
21 reclassify that employee at the next lower Classification/responsibility level on the salary
22 matrix and place them on the salary step that results in the least loss of pay to the affected
23 employee. The District Attorney shall then layoff an employee with less seniority in the
24 lower Classification/a lower responsibility level.

25 When a bump occurs, the District Attorney shall assess the impact of the financial
26 savings of the bump and, if still inadequate to mitigate the need for further layoffs, the
27 District Attorney shall then select for layoff an additional and different member from a
28 lower Classification/responsibility level than the initial employee who exercised bumping
29 rights. The District Attorney will base all layoffs on the Order of Layoff criteria and continue
30 this process until sufficient layoff has occurred.

1 **2.** For bumping purposes, seniority will be defined as length of total service as
2 a Deputy District Attorney in Multnomah County.

3 **F. Recall From Layoff**

4 **1.** Laid off employees or employees bumping into a lower responsibility level
5 in lieu of layoff are eligible for recall to employment and to the Classification/ responsibility
6 level held before the layoff or bump. All recall rights for employees laid off from their
7 classification/responsibility level shall be limited to no more than twenty (24) months
8 following layoff or bump. Laid off employees may opt out of recall consideration at any
9 time in writing. The District Attorney shall notify all eligible employees of their recall rights
10 and shall recall employees in order of service, based on years and months, before filling
11 vacancies by other means. Once a laid off employee has declined reinstatement once,
12 the District Attorney has no further obligation to recall that employee.

13 **2.** When the District Attorney recalls an employee, the County shall pay the
14 employee at the same pay rate on the salary matrix (see Addendum A) as when the
15 department laid off the employee. If any increases to the salary matrix occurred during
16 the period of layoff, the County will adjust the employee's pay rate accordingly.

ARTICLE 15**DISCIPLINE**

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- 4 **A.** Discharge is any form of involuntary and permanent separation, except layoff, from
5 work.
- 6 **B.** Disciplinary demotion is an involuntary transfer to a lower job classification due to
7 inadequate performance or misconduct. Demotions due to restructuring or that occur as
8 part of the layoff process set out in Article 14 are not considered discipline.
- 9 **C.** Following successful completion of the probationary period, disciplinary demotion
10 or discharge as defined in this article may only be imposed for Just Cause.
- 11 **D.** The Association on behalf of an impacted employee who has been discharged or
12 demoted for disciplinary reasons may grieve the action pursuant to the procedures set
13 out in Article 5 - Settlement of Disputes.

ARTICLE 16**PROBATION SERVICE PERIOD**1
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Every person appointed to a position in the bargaining unit shall serve a probationary period not to exceed twelve (12) months. A probationary employee may be discharged at any time during probation if, in the opinion of the District Attorney, their continuance in County service would not be in the best interest of the County. Issues regarding probationary employee discharge or discipline may not be grieved.

IN WITNESS WHEREOF, The Parties hereto have set their hands this 22 day of July, 2021

MULTNOMAH COUNTY PROSECUTING ATTORNEY'S ASSOCIATION:

By Amanda Nadell
Amanda Nadell President

By Jenna Plank
Jenna Plank, Vice President

By Kate Molina
Kate Molina, Secretary

By Kelley Rhoades
Kelley Rhoades, Treasurer

NEGOTIATED BY:

By Ryan Lufkin
Ryan Lufkin
Of Attorneys for Multnomah County
Prosecuting Attorneys Association

REVIEWED:
Jenny Madkour, County Attorney
For Multnomah County, Oregon

By Kathryn A. Short
Kathryn A. Short
Assistant County Attorney

MULTNOMAH COUNTY, OREGON

By Deborah Kafoury
Deborah Kafoury, Chair

By Sharon Meieran
Sharon Meieran, Commissioner

By Susheela Jayapal
Susheela Jayapal, Commissioner

By Jessica Vega Pederson
Jessica Vega Pederson, Commissioner

By Lori Stegmann
Lori Stegmann, Commissioner

MULTNOMAH COUNTY DISTRICT ATTORNEY:

Mike Schmidt
Mike Schmidt, District Attorney

By Jeff Heinrich
Jeff Heinrich
Labor Relations Manager
Multnomah County, Oregon

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ADDENDUM A
SALARY TABLE

MCPAA: Effective 7/1/21

Compensation Grade	Compensation Grade Step 1	Compensation Grade Step 2	Compensation Grade Step 3	Compensation Grade Step 4	Compensation Grade Step 5	Compensation Grade Step 6	Compensation Grade Step 7	Compensation Grade Step 8	Compensation Grade Step 9
DDA I	\$3,933.34	\$4,126.82	\$4,334.22	\$4,552.71	0.00	0.00	0.00	0.00	0.00
DDA II	\$4,334.22	\$4,552.71	\$4,779.57	\$5,017.57	\$5,272.28	\$5,535.90	0.00	0.00	0.00
DDA III	\$5,272.28	\$5,535.90	\$5,815.11	\$6,118.52	\$6,424.72	\$6,746.24	\$7,083.56	\$7,437.73	\$7,809.62
DDA IV	\$5,815.11	\$6,118.52	\$6,424.72	\$6,746.24	\$7,083.56	\$7,437.73	\$7,809.62	\$8,198.61	\$8,608.56

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ADDENDUM B
RESPONSIBILITY LEVELS

A. Deputy District Attorney I:

This level includes newly hired deputies without substantial criminal trial experience. Responsibilities include misdemeanor and traffic case preparation, trial misdemeanor screening and issuing, traffic case negotiation, beginning domestic relations, beginning juvenile division, misdemeanor arraignments, presiding court, felony arraignments, and felony preliminary hearings. Deputies proven through time and experience may be assigned greater responsibilities involving plea negotiation, special case assignments and may try more difficult misdemeanor cases.

B. Deputy District Attorney II:

This level includes deputies newly assigned to Circuit Court activity. Responsibilities are now focused on the screening, issuing, and prosecuting of felonies. This level would include those prosecuting primary Class C and Class B felonies, e.g., forgery, theft, burglary, robbery II and III, UUV, PCS, etc. Also, included would be subordinates in the Pretrial Unit, more senior domestic relations and more senior juvenile deputies.

C. Deputy District Attorney III:

This level includes senior deputies with juvenile court and Circuit Court major case responsibilities. Deputies at this level have minimal administrative responsibilities but handle violent crimes against persons, complex frauds, and governmental corruption. Examples include rape, murder, assault I, automobile homicides, robbery I, economic crimes involving unusual complexity or large dollar amounts and any governmental corruption case.

D. Deputy District Attorney IV:

This level includes deputies with major case responsibility and administrative responsibility. This level includes team captains or those with unique responsibilities, skills or knowledge as recognized by the District Attorney.

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