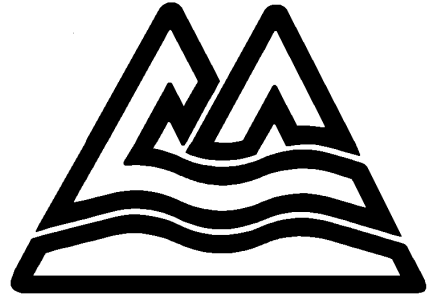

2025-2029



AGREEMENT

between

Multnomah County, Oregon,

The Multnomah County District Attorney

and

Multnomah County Prosecuting Attorneys Association



**2025-2029
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:

ARTICLE 2
RECOGNITION AND ASSOCIATION SECURITY

A. Recognition

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

1. First Assistant District Attorney;
2. Three (3) Chief Deputy District Attorneys
3. **General Counsel**

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

B. Association Security /Check Off

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

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

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

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

3. Deduction of membership dues must be authorized in writing. The amount to be deducted shall be certified in writing to the County by the Association President. The aggregate of all deductions shall be remitted, together with an itemized statement, to the Treasurer of the Association at an address certified to the County in writing by the Association President, within five (5) working days after it is withheld or by such time as the parties mutually agree in writing.

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

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

C. Definition of Deputy District Attorney

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

D. Certified Law Students

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

E. Volunteer Program and Jury Trial Experience Program

The District Attorney shall retain authority to engage up to three (3) unpaid volunteer Oregon licensed attorneys to perform the work of employees represented by the Association. Volunteer attorneys shall be limited to performing such work for no more than any part of three (3) consecutive calendar months, with an option to extend the engagement for one (1) additional three (3)-month period, not to exceed a total of six (6) months in any continuous twelve (12) month period of time. The District Attorney may continue to participate in the Jury Trial Experience Project.

F. Limited Duration Employees

1. In the District Attorney's sole discretion, no more than two (2) full-time limited duration attorneys may be employed as Deputy District Attorneys. There shall be no more than four (4) on-call attorneys, in addition to the above described full-time limited duration attorneys, that may be employed as Deputy District Attorneys. This Agreement shall control the terms and conditions of employment for limited duration employees except as modified by this Article.

2. Notwithstanding any other provision of the CBA, the duration of a limited duration attorney's employment shall be term limited and not to exceed twelve months except by mutual written agreement between the District Attorney and the Union.

3. The District Attorney shall set the hours of work and proscribe any duties to limited duration employees.

4. The limited duration Deputy District Attorney shall be at-will and not entitled to just cause termination under the CBA.

5. Wherever the CBA calls for the accumulation of wages and/or benefits for full-time employees, limited duration employees shall accrue wages and/or benefits on a pro-rata basis, if applicable, based on their established weekly hours.

6. If a limited duration employee is hired into regular status, all continuous and contiguous service prior to regular status performing duties consistent with work done by members of this bargaining unit shall count towards the employee's seniority. The term continuous service shall allow for an unpaid leave or break in-service not to exceed thirty (30) days.

ARTICLE 3
MANAGEMENT RIGHTS

The District Attorney shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the office and its employees; determining the levels of service and methods of operation and the introduction of new equipment; the right to hire, layoff, transfer, and promote; to discipline or discharge; to determine work schedules and assign work; and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement or general law, are not subject to the grievance procedure.

ARTICLE 4
NO STRIKE CLAUSE

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

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

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

ARTICLE 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.

4. Step IV:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement.

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

C. Association Representatives

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

D. Processing Grievances

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

E. Interpretation

This article is not intended to limit any remedy at law available to the Association, any of its members, the District Attorney, or Multnomah County to enforce the terms of this 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, 2025:**

Effective and retroactive to July 1, 2025, the salary rates and ranges covered by this Agreement and in effect on June 30, 2025, shall be increased ~~4.60~~ 2.40%, plus an additional 2% for a total of 4.4%.

Additionally, effective upon ratification of this contract, employees covered by this Agreement as of ratification will receive a one-time payment of \$2,500, prorated by FTE as of date of ratification. This one-time payment is to address employee retention.

b. **July 1, 2026:**

1. Effective July 1, 2026, the salary rates and ranges covered by this Agreement and in effect on June 30, 2026, 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 2024 to the second half of 2025 as reported in February 2026), with a minimum increase of one percent (1%) and a maximum increase of four percent (4%).

c. **July 1, 2027:**

1. **CPI Formula:**

Effective July 1, 2027 the rates and ranges covered by the Agreement and in effect June 30, 2027, 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 2025 to the second half of 2026 as

reported in February 2027), with a minimum increase of one percent (1%) and a maximum increase of four percent (4%).

d. July 1, 2028:

1. CPI Formula:

Effective July 1, 2028, the rates and ranges covered by the Agreement and in effect June 30, 2028, 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 2026 to second half of 2027 as reported in February 2028, with a minimum increase of one percent (1%) and a maximum increase of four percent (4%).

3. Salary Administration:

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

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

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

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

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

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

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

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

f. All Deputy District Attorneys, even if at the maximum salary step, shall receive written performance evaluations. Deputy District Attorneys who do not complete their annual performance evaluation may be subject to discipline.

4. Budgeting:

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

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

5. Promotions, Rotations, and Demotions:

a. Definitions:

1. Promotion:

Advancement in responsibility intended to be of a permanent duration.

2. Rotation:

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

4. Demotion:

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

b. Promotions:

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

c. Rotations:

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

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

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

4. An employee may not be assigned to consecutive temporary rotation assignments unless there is written agreement of the District Attorney and the Association President. A consecutive temporary rotation assignment agreement shall include the finite duration of the consecutive temporary rotation and may not be implemented unless the employee being considered for a consecutive

temporary rotation has received a written performance evaluation within thirty (30) days of the expiration of a three hundred sixty-five (365) day rotation.

d. Demotions:

Should a Deputy be demoted to a lower level of job responsibility, their salary may be reduced according to the degree of demotion consistent with the salary matrix. The District Attorney shall give notice of intent to demote in writing to the affected Deputy.

B. Benefits

1. Annual Leave

a. Accrual:

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

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

<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	5	120	224
2 up to 5	5.67	136	272
5 up to 8	7.33	176	352
8 up to 15	9.0	216	432
15 or more	9.0	216	500

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. Unused accrued earned vacation time shall be paid to the employee at their regular rate of pay at the time of separation from service up to the maximum allowable in Article 7(B)(1)(a).

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

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

e. Death Benefit:

Regardless of length of County service, in the event of death of an employee, unused accrued vacation time shall be paid the employee's heirs at their regular rate of pay. Such payment shall be paid as directed by Oregon law.

2. Sick Leave:

Sick leave is an 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.

Specified others:

- Members of the employee's immediate household: or
- The employee's spouse, parents, or children as defined in the federal Family and Medical Leave Act (hereinafter referred to as the "FMLA"); or
- The employee's parents-in-law, grandparents, or grandchildren as defined in the Oregon Family Leave Act (hereinafter referred to as "OFLA"); or
- The employee's domestic partner as defined in MCPR1-10-040; or
- The children and parents of such domestic partner, defined as if the domestic partner were the employee's spouse; or
- For any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship; or
- For Washington localized employees, any other family members under Washington Paid Family and Medical Leave (WAPFML) which are not already included above; or
- For employees eligible for Paid Leave Oregon (PLO), any other family members covered under Paid Leave Oregon which are not already included above.

Covered health conditions:

- 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;
- Any condition covered by FMLA, OFLA, WA PFML, or PLO as defined by state or federal law, regardless of whether the employee meets statutory eligibility requirements;

- Any other illness, injury, or quarantine based on exposure to contagious disease; or
- For any qualified purpose allowed under Oregon's domestic violence, harassment, sexual assault, or stalking protections in accordance with the provisions of ORS 659.A.272;
- Medical, dental, or Employee Assistance Program (EAP) appointments.
- In the event of a public health emergency, including upon an order of a general or specific public health emergency.

a. Accrual:

1. Employees shall accrue sick leave at the rate of .05 hours for each hour worked. Sick leave may be accrued on an unlimited basis.

2. Full-time employees shall accrue sick leave at the rate of one hundred and four (104) hours per calendar year which will be accrued at four and one-third (4.33) hours per pay period. Part-time employees will accrue sick leave on a pro-rata basis, based on assigned FTE. In the event the County changes the frequency of pay periods, the sick leave pay period accrual rate shall be the number of hours earned per calendar year (104) divided by the number of pay periods per calendar year.

b. Unused Entitlements:

Employees shall, in addition to any accruals earned, be entitled to any unused entitlement which may be on the books of the District Attorney's Office as of June 30, 1990, from prior system conversions.

c. Workers' Compensation Supplement:

In the event an employee suffers an occupational injury, illness, or disease, salary continuation shall only be paid in an amount equal to the difference between the Workers' Compensation payment and one hundred percent (100%) of the employee's semi-monthly net take-home pay. The terms and limitations of such payment shall be in accordance with the Local 88 Agreement regarding this matter in effect at the time of injury.

3. Bereavement Leave:

An employee shall be granted not more than three (3) days leave of absence with full pay in the event of a death in the immediate family or immediate household of the employee to make household adjustments or to attend funeral services. If such funeral is beyond three hundred and fifty (350) miles from the employee's place of residence, the employee may be granted up to three (3) additional days with pay. For purposes of bereavement leave, an employee's immediate family shall be defined as the employee's spouse, or domestic partner, or the employee's, spouse's, or domestic partner's parents, step-parents, children, step-children, siblings, step-siblings, grandchildren, grandparents, brother-in-law, sister-in-law and the parents, step-parents, children, siblings, step-siblings and grandparents of the employee's spouse or domestic partner. Immediate household shall be defined as any person residing at the employee's residence on a regular basis. For any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, such leave of absence shall be granted by the employee's manager. In the event that the manager denies such request for bereavement leave, the employee may request review of the decision by the District Attorney or their designee(s).

In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the District Attorney upon request.

Paid bereavement leave may also be counted toward unpaid OFLA bereavement leave described in MCPR 2-60, consistent with OFLA, this CBA, and sequencing of leave provisions.

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

- Any day so declared by the Board of County Commissioners and/or the District Attorney.
- New Year's Day (January 1st).
- Rev. Dr. Martin Luther King's Birthday (3rd Monday in January).
- Washington's Birthday (3rd Monday in February).
- Memorial Day (last Monday in May).
- Juneteenth (June 19th)

- Independence Day (July 4).
- Labor Day (1st Monday in September).
- Veteran's Day (November 11th).
- Thanksgiving Day (4th Thursday in November).
- Christmas Day (December 25th), or with supervisory approval, this day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for December 25.
- Twenty-four (24) hours to be designated as floating holidays and credited on July 1 annually. The floating holiday hours will be prorated for part-time employees based on their normal FTE.

5. Family Leave:

a. Parental Leave:

The parties agree that accrued paid leave followed by the use of unpaid leave may be utilized for parental leave purposes in accordance with the County's Family Medical Leave Act policy in effect as of July 1, 2005, (MCPR 2-60) and as allowed by Oregon's Family Leave Act (OFLA) and/or the federal Family Medical Leave Act (FMLA), as well as paid state leaves – Paid Leave Oregon (PLO) and Washington Paid Family and Medical Leave (WPFML).

b. Dependent Care:

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

c. Sequencing of Leaves:

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

1. Leave for illness or injury, that does not qualify for FMLA/OFLA will be taken in the following order:
 - a. Sick Leave until exhausted;
 - b. All other accrued paid leave, sequenced at the employee's option, until all other accrued paid leaves are exhausted;
 - c. Leave without pay.

2. Leave that qualifies under FMLA/OFLA will be taken in the following order:

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

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

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

b. Leave without pay.

6. Retirement

a. Each eligible employee shall be a member of the Oregon Public Employee Retirement System (PERS) and/or the Oregon Public Service Retirement Plan (OPSRP) pursuant to ORS 238 and 238A subject to the terms and conditions of the Integration Agreement between PERS and the County.

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

c. An employee meeting the eligibility requirements specified in MCC 9.510 through 9.530, except MCC 9.520(B) and MCC 9.520(D), at the time of separation from County employment is eligible to enroll in the Multnomah County Retiree Health Plan at separation and is eligible for a subsidy if terms in MCC 9.530 are met and may continue to participate until eligible for Medicare due to age or disability. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, or the dependent becomes eligible for Medicare due to age or disability, except as otherwise required by applicable state or federal law.

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

7. Deferred Compensation:

The County will make available to members of the Association a deferred compensation plan. Specific terms and conditions of the deferred compensation program are controlled by the plan document. Each new employee will be automatically enrolled in the County's deferred compensation program, with an employee contribution rate of five percent (5%) of the employee's pre-tax wages, unless the employee chooses to opt out or modify the contribution rate.

8. Life Insurance:

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

9. MCPAA Association Activities:

An Association officer, negotiator, or any designated representative who attends or performs necessary Association meetings or activities during regular office hours which cannot be performed at any other time shall not be required to forfeit vacation time, sick pay, or personal holidays for time so spent. Any person who utilizes office time in such a manner shall be required to provide prior notification to the Chief Deputy and, upon approval, shall further be required to make up such work loss after regular office hours. A written list of hours lost and hours compensated shall be provided to the Chief Deputy within two (2) weeks of the Association activity.

10. Bar Dues:

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

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

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

11. Mileage:

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

12. Training:

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

13. Catastrophic Leave Program:

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

14. Longevity Pay:

Employees who have completed nine (9) years of cumulative employment as a Multnomah County Deputy District Attorney shall be entitled to one and one-half percent (1.5%) longevity pay added to their matrix salary rate. Employees who have completed fourteen (14) years of cumulative employment as a Multnomah County Deputy District Attorney shall be entitled to an additional one and one-half percent (1.5%) longevity pay, for a total longevity premium of three percent (3.0%) above their matrix salary rate.

15. Lead Assignment:

Employees classified at DDA III may be designated as a Lead Deputy at the sole discretion of the District Attorney. Employees so designated shall receive a 5% premium to their pay. Lead Deputies may also be expected to fill in for DDA IV positions on an intermittent basis. Removal of a lead designation is not considered disciplinary, and is not subject to the grievance procedure. The District Attorney shall publish criteria to be considered for selection as a Lead DDA III no later than April 1 of each year, and selection of Lead DDA III's shall occur no later than June 15 of each year to become effective by July 1 of each year.

16. **Privacy Protection:**

The District Attorney shall fund an appropriate internet privacy application that is designed to keep members' online information private (e.g. OneRep). The District Attorney retains discretion on which vendor to select to accomplish this purpose.

17. **Bilingual Pay:**

The District Attorney shall maintain a list of designated translators and/or interpreters. The District Attorney shall have the sole and exclusive right to select the languages and set the proficiency standards for a translator and/or interpreter. Employees who are on the list shall receive three percent (3%) pay over their base rate.

18. **Call Out Pay:**

The District Attorney may designate attorneys in the Homicide Unit, MDT, and Unit C that may need to regularly respond to crime scenes after hours. These attorneys shall receive a five percent (5%) premium to their base wages while so-designated. Attorneys designated as a Lead Deputy are not eligible for call-out pay, but are still expected to respond to crime scenes after hours as needed by the Office.

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 Plan:

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

Medical Plans	County Contribution	Full-Time Employee Contribution
PPO 400	100%	0%
Major Medical Plan (no vision)	100%	0%
Kaiser 10/20 Medical Plan	100%	0%

This employee/County premium cost sharing formula for the monthly amounts paid-by the County 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:

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%

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

b. Part-Time Employees:

1. Part-Time Employee – Definition:

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

2. Medical Plan:

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 10/20 Plan or the PPO 400 Plan, regardless of the tier.

Part-time employees' monthly contribution rate for the Kaiser Maintenance Plan will equal ten percent (10%) of the total monthly premium for the Kaiser Maintenance Plan.

3. Dental Insurance:

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

2. Mandated Changes and Vendor Changes in Plan Designs During the Term of Agreement:

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

3. Successor Plans and Vendors:

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

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

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

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

1. The Association and the County recognize increasing costs in health care to be a major concern. The Association's participation on the EBAT is not a waiver of any Association PECBA rights related to health insurance and health care issues that the Association has a PECBA right to bargain about. The EBAT will review

and consider health plans, design changes and cost containment. The EBAT will be advisory only, and will directly report EBAT member recommendations to the BOCC and County Chair.

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

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

4. **Employee Contribution:**

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

5. **Major Medical Plan Rebates:**

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

6. **Opt-Out – Waiver of Benefits:**

a. Employees may elect to Opt Out of coverage (waive participation) in the County's medical insurance plans by submitting their benefit enrollment. Employees making such an election must provide proof of other group medical insurance in order to make the Opt-Out election. Employees will not be eligible to

change their election until the County's official open enrollment period, unless the employee experiences an IRS recognized family status change event that would allow a mid-year health plan election change.

b. Full-Time Employees who Opt Out

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

c. Part-Time Employees who Opt Out

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

7. Retirees:

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

8. Default Enrollment:

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

b. New part-time employees who fail to submit timely benefit enrollment into the medical/dental benefit plans described in Section 1 above will be enrolled by default in the County's Major Medical plan and Delta Dental plan, with employee only coverage. Eligible dependents of such employees may be enrolled in the default plans if the employee completes dependent enrollment within fifteen (15) days of the date that the default enrollment notice is issued.

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

a. Spouses and Domestic Partners:

1. Definitions:

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

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

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

b. Has a close personal relationship.

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

1. Are not legally married to anyone;

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

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

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

5. Are each other’s sole domestic partner;

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

2. Enrollment of Spouse/Domestic Partner:

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

b. Children:

1. Definition: “Eligible children” includes:

- i. any biological or adoptive child of the employee or employee’s spouse/domestic partner who is under the age of twenty-six (26) or
- ii. a court-appointed dependent of the employee or employee’s spouse/domestic partner who is under the age of twenty-six (26); or
- iii. anyone under the age of twenty-six (26) for whom the employee is required by court order to provide coverage; or
- iv. the newborn child of an enrolled, unmarried child of the employee or employee’s spouse/domestic partner (grandchild of employee) if:
 - a. the parent child is under the age of twenty-six (26) at the time of the grandchild’s birth, and
 - b. both parent child and grandchild reside with County employee. A grandchild’s eligibility for coverage ends upon the parent child’s twenty-sixth (26th) birthday, marriage date, or parent child and/or grandchild no longer reside with the employee, whichever occurs first, unless the County employee has legal custody of the grandchild.
- v. An eligible dependent is enrolled under **an** employee’s County sponsored health plan, who becomes permanently disabled prior to their twenty-sixth (26th) birth date, may be eligible for continued health plan coverage after reaching the usual maximum dependent age of twenty-six (26). Employees with a dependent child in this situation should contact the County Employee Benefits Office three (3) months prior to child’s twenty-sixth (26th) birth date to initiate eligibility review process with the benefit providers.

2. Enrollment of Dependent Children:

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

c. Termination of Dependent Health Plan Coverage:

Employees must report termination of marriage or domestic partnership or any other change in dependent eligibility status of enrolled dependents to

the County Employee Benefits Office within sixty (60) days of the dependent status change.

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

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

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

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

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

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

10. When Benefits Coverage Begins and Ends:

a. Coverage for New Employees:

1. Medical and Dental Benefits:

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 provided other required documents to the Employee Benefits Office on or before that date. Employees who complete the enrollment requirements after the first (1st) day of the month following hire, but within thirty-one (31) days of hire, will be covered the first (1st) day of the month on or following the date enrollment is completed. Employees who do not submit their benefit enrollment within thirty-one (31) days of hire will be enrolled based on the default enrollment procedure. Coverage under the default plan(s) will begin on the first (1st) day of the month following thirty-one (31) days of employment.

b. Benefits Coverage for Terminating Employees:

1. Retirees:

i. County sponsored coverage:

Benefit options for retirees are provided for in Article

7.

ii. Unsubsidized benefits through COBRA:

Retiring employees enrolled in County medical and/or dental plans may purchase continued coverage under County medical and dental benefit plans on a self-pay basis as mandated by law.

2. Other Terminating Employees:

i. County-sponsored coverage:

County sponsored medical and dental coverage ends based on the employee's last regularly scheduled working day 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

Example: Employee A's last working day in paid status is July 15. Employee A's

County-sponsored health plan coverage will end July 31. Employee B’s last working day in paid status is July 16. Employee B’s County-sponsored health plan coverage will end on August 31. Employee B will have additional cost shares deducted from final paychecks to cover the cost shares for August coverage.

ii. Unsubsidized benefits through COBRA:

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

c. Employees on Unpaid Leaves of Absence:

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

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

2. FMLA / and OFLA Leaves:

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

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

3. Non-FMLA / non-OFLA Unpaid Leaves:

i. Lapsing of County-subsidized coverage:

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

31st Day of Unpaid Non-FMLA and Non-OFLA Leave	Coverage Ends
1st – 15th of month	End of the month
16th – 31st of month	End of the following month

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

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

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

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

a. Employees whose benefits have ended due to a leave of absence and who are returning to work from a leave of absence without pay during the same plan year will be reinstated to the same benefit plans (or successor plans) they had when their leave began. If they return from leave the first (1st) day of the month, coverage will be in effect upon their return from leave; otherwise, coverage will be in effect the first (1st) day of the month following their return from leave.

b. Employees returning from leave who missed Open Enrollment will have an open enrollment opportunity when they return from leave for thirty-one (31) days from their return. Such employees must notify the County Employee Benefits Office and complete the enrollment upon their return to work. If submitted enrollment is received on the first (1st) day of the month in the new plan year, the coverage will be effective that day; otherwise, coverage will be in effect the first (1st) day of the month following the employee's completed enrollment.

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.

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.

c. Transportation Expenses:

To the extent permitted by law, Transportation Reimbursement 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 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 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 10
PERSONNEL FILE

1. File Review:

The County, upon request, shall provide an employee the opportunity to review the employee's official personnel file. Copies of the contents of this file shall be provided at the County's expense.

2. Written Response:

The employee may respond in writing to any item placed in the official personnel file. Any written response will become a part of the file.

3. Association Copy:

The Association shall be furnished a copy of the files or any portion thereof at no expense to the Association, when and to the extent that the file information is relevant to issues of contract or grievance administration. Medical records will be disclosed by the County only upon presentation of a valid release signed by the employee. Records compiled prior to the date of employment of an employee may be withheld from disclosure to the Association or the employee.

ARTICLE 11
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the District Attorney's office shall be governed by Article 3 (Management Rights). The County and the Association for the life of this Agreement each unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

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

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
- Experience
- Seniority
- Education
- Training
- Work performance
- History of discipline and/or corrective actions
- Knowledge of program, department and organization
- Special skills or certifications
- Salary savings and unit impact

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

D. Employee Notice of Layoff:

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

E. Bumping Procedure:

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

When a bump occurs, the District Attorney shall assess the impact of the financial savings of the bump and, if still inadequate to mitigate the need for further layoffs, the District Attorney shall then select for layoff an additional and different member from a lower Classification/responsibility level than the initial employee who

exercised bumping rights. The District Attorney will base all layoffs on the Order of Layoff criteria and continue this process until sufficient layoff has occurred.

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

F. Recall From Layoff:

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

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

ARTICLE 14

DISCIPLINE

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

ARTICLE 15
PROBATION SERVICE PERIOD

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.

ARTICLE 16
TERMINATION

This Agreement shall be effective and the salary provisions of Article 7 retroactive to all members as of July 1, 2025, and applicable to all members retired or separated from service during the process of bargaining between July 1, 2025 and adoption of this Agreement. This Agreement shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than January 1, 2029, that it wishes to modify the contract for any reason. If written notice is provided on or after November 1 of the fiscal year in which this Agreement is set to end, the parties shall have to meet and begin the process of PECBA bargaining within thirty (30) calendar days of the written notice provided. The Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, The Parties hereto have set their hands this 20th day of November, 2025.

MULTNOMAH COUNTY
PROSECUTING ATTORNEY'S
ASSOCIATION:

By 

Shawn Overstreet, President

By 

Maddie Loeb, Vice President

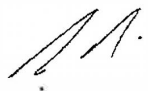
By 

Rachna Hajari, Secretary

By 

Aileen Santoyo, Treasurer

NEGOTIATED BY:

By 

Ryan Lufkin
Of Attorneys for Multnomah County
Prosecuting Attorneys Association


REVIEWED:

Jenny Madkour, County Attorney
For Multnomah County, Oregon

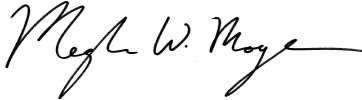
By 

Kathryn A. Short
Assistant County Attorney

MULTNOMAH COUNTY, OREGON

By 

Jessica Vega Pederson, Chair

By 

Meghan Moyer, Commissioner

By 

Shannon Singleton, Commissioner

By 

Julia Brim-Edwards, Commissioner


By 

Vince Jones-Dixon, Commissioner

MULTNOMAH COUNTY DISTRICT
ATTORNEY:



Nathan Vasquez, District Attorney

By 

Matt Davies
Labor Relations Manager
Multnomah County, Oregon

ADDENDUM A
SALARY TABLE

MCPAA: Effective 7/1/25									
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	\$4,588.06	\$4,813.75	\$5,055.66	\$5,310.53					
DDA II	\$5,055.66	\$5,310.53	\$5,575.15	\$5,852.76	\$6,149.87	\$6,457.37			
DDA III	\$6,149.87	\$6,457.37	\$6,783.06	\$7,136.97	\$7,494.15	\$7,869.17	\$8,262.64	\$8,675.77	\$9,109.56
DDA IV	\$6,783.06	\$7,136.97	\$7,494.15	\$7,869.17	\$8,262.64	\$8,675.77	\$9,109.56	\$9,563.29	\$10,041.48

ADDENDUM B
RESPONSIBILITY LEVELS

A. Deputy District Attorney I:

This level includes newly hired deputies without substantial criminal trial experience. Responsibilities include all aspects of misdemeanor prosecution, including: charging decisions, arraignments, case preparation, case negotiation, trial, and related post-adjudication matters such as probation violations. This includes comparable duties on juvenile delinquency matters for DDAs so assigned. Deputies proven through time and experience may be assigned greater responsibilities, special case assignments and may try more difficult misdemeanor cases.

B. Deputy District Attorney II:

Responsibilities for DDAs assigned to trial units are focused on the screening, issuing, and prosecuting of felonies and comparable juvenile matters. This level would include those prosecuting primary Class C and Class B felonies, e.g., forgery, theft, burglary, robbery III, UUV, PCS, DCS, non-BM 11 domestic violence crimes, etc. Responsibilities assigned to non-trial units may include full handling of Support Enforcement matters, motions to set aside conviction, felony arraignments, and review of post-conviction challenges to or requests to modify convictions. Deputies proven through time and experience may be assigned more complex matters within their units' area and/or assigned to assist more senior DDAs in discrete matters (e.g. motions, discovery organization, etc.) on complex prosecutions.

C. Deputy District Attorney III:

This level includes the most experienced non-supervisory deputies. Deputies at this level have minimal administrative responsibilities but handle BM 11 mandatory-sentencing violent crimes, homicides, complex frauds, and governmental corruption. Examples include rape, murder, assault I, vehicular homicides, robbery I, economic crimes involving unusual complexity or large dollar amounts and any governmental corruption case. DDA IIIs assigned to non-trial units will have proven experience managing complex investigations of violent crimes and will deploy that experience in protecting the Office's interests in post-conviction matters or other

complex areas where specialized legal knowledge or skills beyond what is ordinarily required to manage a prosecution, adjudication, or support matter is required to meet the Office's obligations.

D. Deputy District Attorney IV:

This level includes deputies responsible for supervising units. Deputies in this level are expected to provide leadership and training in their subject matter areas, proactively identify policy and development opportunities, handle special projects at the direction of management, and be capable of prosecuting the most serious cases handled by the Office. Deputies in this level in non-trial units may have substantial and specialized knowledge or skills in their unit's area and are capable of operating independently to pursue the mission of the Office.

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