

1 **PREAMBLE**

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3 This agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the "County,"
4 and the Federation of Oregon Parole and Probation Officers, hereinafter referred to as the "Federation."
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6 The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work,
7 fringe benefits, and other matters pertaining to employment, consistent with the parties' objective of
8 enhancing community safety and reducing criminal activity to protect the people of Multnomah County
9 and to provide an orderly and peaceful means of resolving any misunderstandings or differences which
10 may arise.

11 Except as otherwise required by law, regulation or grant provisions, the parties agree as follows:
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14 **ARTICLE I - DEFINITIONS**

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17 **Probationary Employee:** A permanent employee serving a one (1) year period to determine his or her
18 suitability for continued employment. Such probationary period shall begin on the date of appointment
19 from a certified list of eligibles. When a temporary employee becomes a permanent employee, time spent
20 in temporary status shall apply to the probationary period, provided that the job classification is the same,
21 the job responsibility is substantially the same, and there is no break in service.
22

23 **Promotional Probationary Employee:** A permanent employee promoted from a separate classification
24 within the County serving a one (1) year period to determine his or her suitability for continued
25 employment as a Parole/Probation Officer.
26

27 **Permanent Employee:** An employee, who following an examination process, is appointed from a
28 certified list of eligibles to fill a budgeted position; provided that a permanent employee shall retain such
29 status upon temporary or permanent transfer, promotion, or demotion.
30

31 **Regular Employee:** A permanent employee who has passed his or her initial probationary period.
32

33 **Department:** For the purpose of this agreement is the Department of Community Justice. The Central
34 Human Resources Director or Designee shall be deemed "Department Director" for any functional
35 purpose of this Agreement.
36

37 **Full-time Employee:** An employee regularly scheduled to work thirty-two (32) or more hours per week if
38 on an eight (8) hour per day schedule; or an employee regularly scheduled to work thirty (30) or more
39 hours per week if on a ten (10) hour per day schedule.
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41 **Part-time Employee:** An employee regularly scheduled to work forty (40) hours or more during two work
42 weeks, but less than full time.
43

44 **Temporary Employee:** An employee whose appointment is uncertain due to an emergency workload,
45 absence of an employee or because of a short-term need for a skill or ability. A temporary appointment
46 may be made for a period of up to six (6) months or 1040 hours within the preceding twelve (12) months.
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48 **ARTICLE II - RECOGNITION**

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50 The county recognizes the Federation as the exclusive bargaining agent for the purposes of establishing
51 wages, hours, and other conditions of employment for all County employees classified as Parole/
52 Probation Officers; except supervisory and confidential employees, temporary employees (those hired for
53 a period of time not to exceed six months continuous service in any calendar year) and employees
54 regularly working a schedule of less than twenty (20) hours per week.
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1 **ARTICLE III - FEDERATION SECURITY**

2
3 1. **Rights of Bargaining Unit Employees:** Employees shall have the right to self-organize, to form, join
4 or assist labor organizations or to refrain there from, to bargain collectively through representatives of
5 their own choosing, and there shall be no discrimination exercised against any employee covered by this
6 Agreement because of his or her membership or Union activities.

7
8 2. **Deduction of Union Dues and Fair Share Service Fees:**

9
10 A. **Amount deducted each payroll period:** The County agrees to deduct each payroll period
11 from the pay of employees covered by this Agreement as applicable:

12
13 1. **Union Dues:** One half percent (1/2%) of the gross monthly salary for those Union
14 members who individually request such deductions in writing on the form provided by the Union.

15
16 2. **Fair Share Service Fee:** One half percent (1/2%) of the gross monthly salary for a
17 Fair Share Service Fee, payable in lieu of dues by any employee who has not joined the Union within
18 thirty (30) days of initial permanent appointment to a bargaining unit position.

19
20 3. **Administration and Use of Fair Share Service Fees:** The Fair Share Service Fee shall be applied
21 solely to defraying the cost of negotiations and contract administration. The process for determining the
22 amount of the Fair Share Service Fee deduction, accountancy requirements for funds collected,
23 limitations on the use of such funds, and any requirements for refund, shall all be in accordance with the
24 requirements of state and federal law.

25
26 4. **Authorization and Certification of Dues and Fair Share Service Fees:** Deduction of membership
27 dues must be authorized in writing on the form provided by the Union. The amount to be deducted for
28 dues and Fair Share Service Fees shall be certified in writing to the County by the FOPPO Treasurer.
29 The aggregate of all deductions shall be remitted, together with an itemized statement, to the Treasurer
30 of the Union at an address certified to the County in writing by the FOPPO President or their designee,
31 within five (5) working days after it is withheld or by such time as the parties mutually agree in writing.

32
33 5. **Religious Objections to Payment of Dues and Fair Share Service Fees:** The Union expressly
34 agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious
35 tenets or teachings of a church or religious body of which such employee is a member. Any such
36 employee shall pay an amount equal to regular union dues through the Union to a non-religious charity
37 mutually agreed upon by the employee making such payment and the Union. The employee will make
38 payment through the Union on a monthly basis. The Union will forward the payment to the agreed upon
39 charity, and provide the employee with a copy of the forwarding letter.

40
41 6. **Appointment to Excluded Positions:** Deductions for Fair Share Service Fees and Union dues shall
42 cease beginning with the pay period following an employee's permanent appointment to a position which
43 is excluded from the bargaining unit.

44
45 7. **Monthly Listing of New and Terminated Employees:** The County agrees to furnish the Union by
46 the tenth (10th) of each month a listing of the following:

47
48 A. All new bargaining unit employees hired during the previous month and all employees who
49 terminated during the previous month. Such listing shall contain the names of the employees, along with
50 their work location, and mailing address.

51
52 B. All bargaining unit members, their social security number, department/section, classification,
53 base pay, birthday, full time/part-time status and number of scheduled hours, county seniority date,
54 classification seniority date and mailing address.

55
56 C. All bargaining unit members who are fair share.
57

1 8. **Visits by Union Representatives:** The County agrees that accredited representatives of FOPPO,
2 upon reasonable and proper introduction, shall have reasonable access to the premises of the County at
3 any time during working hours to conduct Union business. The Union agrees that such visits will cause
4 no disruptions or interruptions of work.
5

6 **ARTICLE IV - MANAGEMENT RIGHTS**
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8 The County shall retain the exclusive right to exercise the customary functions of management including,
9 but not limited to, directing the activities of the department, determining the levels of service and methods
10 of operation and the introduction of new equipment; the right to hire, layoff, transfer and promote; to
11 discipline or discharge for just cause; the exclusive right to determine staffing, to establish work
12 schedules and to assign work; and any other such rights not specifically referred to in this Agreement.
13 Management rights, except where abridged by specific provisions of this agreement, or general law, are
14 not subject to the grievance procedure.
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17 **ARTICLE V - NO STRIKE OR LOCKOUT**
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19 No employee covered by this Agreement shall engage in any work stoppage, slowdown, or strike at any
20 County facility or at any location where County Services are performed during the life and duration of this
21 Agreement. If any such work stoppage, slowdown, or strike takes place, the Association will immediately
22 notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that
23 such work stoppage, slowdown, or strike is in violation of this contract and unauthorized, and otherwise
24 use all reasonable efforts and means to prevent a continued violation of this contract. Employees in the
25 bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line
26 established by any labor organization. Any employee engaging in any activity in violation of this Article
27 shall be subject to immediate disciplinary action, including discharge, by the County.
28

29 There will be no lockout of employees in the unit by the County as a consequence of any dispute arising
30 during the life and duration of this Agreement.
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33 **ARTICLE VI - HOLIDAYS**
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35 **1. Recognized Holidays:**
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37 The following days shall be recognized and observed as paid holidays:
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- | | |
|--|---|
| 39 * Any day the President, Governor or Board of
40 County Commissioners declares as a holiday
41 for public sector employees. | * Independence Day (July 4 th) |
| 42 * New Year's Day (January 1 st) | * Labor Day (1 st Monday in September) |
| 43 * Dr. Rev. Martin Luther King Jr.'s Birthday
44 (3 rd Monday in January) | * Veterans' Day (November 11 th) |
| 45 * Presidents' Day (3 rd Monday in February) | * Thanksgiving Day
46 (4 th Thursday in November) |
| 47 * Memorial Day (Last Monday in May) | * Christmas Day (December 25 th) |
| 48 * Christmas Day (December 25 th) may, with the approval of the supervisor, be traded for any
49 other religious holiday during the fiscal year, provided the employee uses paid leave for, or works
50 on December 25 th . | |
| 51 * One (1) day designated as "Religious Holiday" to be used between Thanksgiving and New
52 Years, or any religious holiday during the fiscal year provided the employee gives notice to
53 Payroll. The employee shall be credited with one day, as outlined in Section three (3) of this
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1 article, of Saved Holiday time and leave shall not be carried over into the next fiscal year. The
2 leave shall be prorated for part-time employees based on their normal FTE.

3
4 To be eligible for pay on an observed holiday, an employee must be in pay status both on the
5 employee's scheduled work day before and the employee's scheduled work day after the holiday.
6

7 **2. Holiday Observance:**

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9 A. Employees working five (5) consecutive days shall observe a holiday falling on their first (1st)
10 day off on the preceding business day. If a holiday falls on an employees second (2nd) day off, the
11 following business day will serve as the observed holiday.
12

13 B. Employees working four (4) consecutive days shall observe a holiday falling on their first (1st)
14 or second (2nd) day off on the preceding business day. If a holiday falls on an employees' third (3rd) day
15 off, the following business day will serve as the observed holiday.
16

17 C. Employees working four (4) non-consecutive days shall observe holidays falling on their two
18 (2) consecutive days off as outlined in section A. If a holiday falls on the employees' individual day off, the
19 employee, with agreement from Management, may observe the holiday on either the preceding or
20 following business day. The employee will be required to notify their supervisor and time-keeper.
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26 **3. Hours of Paid Leave on Observed Holidays:** The provisions of this subsection apply to Observed
27 Holidays, and "Religious Holidays". Employees working five (5) eight (8) hour shifts per week shall be
28 entitled to eight (8) hours of leave per holiday; employees working four (4) ten (10) hour shifts per week
29 shall be entitled to ten (10) hours of leave per holiday. Employees working 9-80 and irregular shifts shall
30 be entitled to the number of hours of leave that they would have worked on the day the holiday was
31 observed or taken. Part-time employees shall be entitled to leave prorated based on their FTE.
32

33 **4. Holiday During Leave:** If an employee is on an authorized leave with pay when an observed holiday
34 occurs, such holiday shall not be charged against such leave.
35

36 **5. Holiday Pay:** Work performed on a holiday which falls within an employee's work week shall be
37 considered as overtime and shall be compensated at one and one-half time in addition to the normal pay.
38 It is the employee's option to receive compensation time in lieu of pay.
39

40 **6. Unused Holiday:** Unused Holiday Leave shall be paid to the employee at the regular rate of pay at
41 the time of separation from service. In the event of an employee's death, unused Holiday Leave shall be
42 paid to the employee's heirs at the regular rate of pay.
43
44

45 **ARTICLE VII - VACATION LEAVE**

46
47 **1. Accrual:** Each permanent employee shall accrue vacation leave from the first day of permanent
48 employment. Vacation leave shall be accrued in accordance with the accrual provisions of the labor
49 agreement between the parties with the balance reflected on the employees bi-monthly check stub.
50

51 Effective July 1, 2004, employees shall accrue vacation time in accordance with the following schedule:
52

53 A. Less than five (5) years of County service, 4.0 vacation hours shall be accrued per pay period
54 equaling 96 hours or 2.4 weeks per year, cumulative to a maximum of two hundred twenty-four (224)
55 hours.
56

1 B. Over five (5) but less than ten (10) years of County service, 5.67 vacation hours shall be
2 accrued per pay period equaling 136 hours or 3.4 weeks per year, cumulative to a maximum of two
3 hundred seventy-two (272) hours.

4
5 C. Over ten (10) but less than fifteen (15) years of County service, 7.33 vacation hours shall be
6 accrued per pay period equaling 176 hours or 4.4 weeks per year, cumulative to a maximum of three
7 hundred fifty-two (352) hours.

8
9 D. Fifteen years of County service or more, 9.0 hours vacation hours shall be accrued per pay
10 period leave equaling 216 hours or 5.4 weeks per year, cumulative to a maximum of four hundred thirty-
11 two (432) hours.

12
13 1. Accrual rates apply to straight time hours worked and hours of paid leave.

14
15 2. **Charging:** Vacation leave shall be charged in increments in accordance with the uniform time
16 charging provisions of Article XIV.

17 3. **Scheduling Accrued Vacation:** Employees shall submit their request for vacation to their immediate
18 supervisor or on-duty supervisor for approval. Each vacation request shall be completed by the
19 supervisor and returned to the Employee within two (2) business days. If the supervisor is unable to
20 return the approved or denied request to the employee within two (2) business days, the supervisor will
21 so inform the employee and let the employee know of the date by which the supervisor will be able to
22 respond. Employees shall be able to choose either a split or continuous vacation period. Wherever
23 possible, consistent with the needs of the Department and requirement for vacation coverage, employees
24 shall have the right to determine their vacation dates. If there is a coverage conflict, the vacation leave
25 request will be granted based on the date and time of the request. If there are two requests on the same
26 date, the employee's request with the most seniority, within the classification of Parole and Probation
27 Officer, will be granted. Additionally, each employee will be allowed to exercise the right of seniority only
28 once for no more than two (2) periods of consecutive days in each calendar year. Approved vacation
29 requests shall not be rescinded or altered by management unless in a bona fide emergency. An
30 employee retains the right to rescind an approved vacation request and must inform the supervisor as
31 soon as the employee determines that s/he wishes to rescind the vacation. An employee also retains the
32 right to alter his or her request, with the approval of management.

33
34 4. **Payoff Upon Termination, Death, or Retirement:** Unused vacation leave shall be paid to the
35 employee at his/her regular rate of pay at the time of separation of service. In the event of an employee's
36 death, all unused vacation leave shall be paid to the employee's heirs at his or her regular rate of pay.

37 5. **Retiring Employees:** In the last year of employment prior to retirement, employees will be able to sell
38 back up to fifty (50) hours of vacation. The employee will be responsible to notify the County of intent to
39 retire in order to exercise this provision. This is a one-time option.

40
41 6. **Transfer of Accruals:** When an employee is promoted, transferred, demoted, appointed, or otherwise
42 moves to another department or classification within the County, the employee's accumulated vacation
43 leave balances shall be transferred with the employee to the gaining department / classification.

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46 **ARTICLE VIII - SICK LEAVE**

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

51
52 A. **Specified Others:** Members of the employee's immediate household, the employee's spouse
53 or domestic partner, parents, step-parents, children, step-children, parents-in-law, and the parents, step-
54 parents, siblings and step-siblings of his or her spouse or domestic partner. The legal meaning of these
55 terms shall be as defined in the federal Family and Medical Leave Act (hereinafter referred to as the
56 FMLA) and the Oregon Family Leave Act (hereinafter referred to as OFLA).

1
2 B. **Covered Health Conditions:** Any condition covered by FMLA or OFLA, other illness, injury,
3 or quarantine based on exposure to contagious disease, or medical and dental appointments.,
4

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

9 D. **Occupationally Related Conditions:** Use of sick leave for occupationally related conditions is
10 limited to the provisions of Article XII, Workers' Compensation.
11

12 2. **Accrual:** Employees shall accrue sick leave at the rate of .0461 hours for each straight time hour
13 worked. Sick leave may be accrued on an unlimited basis.
14

15 3. **Charging for Sick Leave:** Sick leave shall be charged in accordance with the uniform time charging
16 provisions of Article XIV.
17

18 4. **Reporting of Sick Leave:** Employees must notify their immediate supervisor, if available, or work site
19 no later than 15 minutes after the start of their shift. If the employee is scheduled to begin work before
20 normal business hours, he or she shall notify their immediate supervisor or work site within 15 minutes
21 after normal business hours commence. Failure to so report may result in loss of pay for the day involved.
22 The provisions of this section do not apply if the employee cannot reasonably report such sick leave due
23 to unforeseen circumstances.
24

25 Employees shall submit their sick leave request to their immediate supervisor or on-duty supervisor for
26 those circumstances which allow prior notice (example - medical appointment). Each sick leave request
27 shall be completed by the supervisor and returned to the Employee within two (2) business days.
28 Approved sick leave requests shall not be rescinded or altered by management unless a bona fide
29 emergency exists. An employee retains the right to rescind an approved sick leave request. An employee
30 also retains the right to alter his or her request, with the approval of management.
31

32 5. **Use and Misuse of Leave for Sick Leave Purposes:**
33

34 A. **Counting Against FMLA, OFLA Entitlements:** Sick leave and any other forms of paid or
35 unpaid leave used for FMLA and/or OFLA qualifying conditions, or absence due to a deferred or
36 approved Workers Compensation claim based on such conditions, will be counted against an employee's
37 annual FMLA and/or OFLA leave entitlements.
38

39 B. **Legitimate Use:**
40

41 1. **Verification of use:**
42

43 a. Pursuant to Multnomah County policy, management must require the
44 completion of a certification form by the employee's health care provider and any other verifications
45 provided for under the provisions of the FMLA, OFLA, or their successors.
46

47 b. Management may require medical verification of absence due to non-FMLA
48 and non-OFLA covered illness or injury under the following conditions: 1. the employee has been absent
49 for more than three days; or 2. the employee has exhausted all sick leave; or 3. the employee has had
50 five or more events with less than 24 hours notice in a six month period; or 4. management reasonably
51 believes that the absence may not be bona fide.
52

53 2. **Discipline:** Subject to the limitations of law, including but not limited to those of the
54 FMLA, discipline may be imposed under the following conditions:
55

56 a. **Abuse of sick leave:** Misuse of leave, violation of orders, directives, or
57 contractual requirements concerning the use of sick leave and other forms of leave used in lieu of sick
58 leave are cause for disciplinary action.

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2 b. **Use of accrued sick leave:** Use of accrued sick leave, without abuse of such
3 leave, will not be cause for discipline. When the intermittent use of accrued sick leave or other paid or
4 unpaid leave used in lieu of sick leave interferes significantly with an employee's ability to perform the
5 duties of his or her job, management may do the following (subject to the requirements of law, including,
6 but not limited to, the FMLA): Require the employee to take continuous leave; or change the employee's
7 work assignment for six months or until use of intermittent leave ends, whichever comes sooner; in such
8 cases the provisions of Article XXIV will not apply.
9

10 c. **Excessive absenteeism:** The parties recognize that every employee has a
11 duty to be reliably present at work, and that failure to confine sick leave usage to accrued and available
12 sick leave raises the possibility of discipline for excessive absenteeism. Such cases, however, are
13 subject to just cause review and require systematic examination of relevant factors, including but not
14 limited to: Any legal requirements, including, but not limited to those of the FMLA or the ADA. The tenure
15 and work history of the employee, specifically to include whether there have been previous instances of
16 this pattern of absenteeism. Whether there is a likelihood of improvement within a reasonable period of
17 time based on credible medical evidence. The particular attendance requirements of the employee's job.
18 The pattern of use, and whether the absences are clearly for bona fide sick leave purposes.
19

20 C. **Sequencing of Leaves:** The use of vacation leave, saved holiday time, compensatory time,
21 and leave without pay is subject to approval by management according to the requirements of Articles VI,
22 VII, IX, XI, respectively. However, unless otherwise required by law, forms of leave shall be used and
23 exhausted in the following sequences:
24

25 1. Leave for illness or injury, that does not qualify for FMLA will be taken in the following
26 order: Sick leave until it is exhausted; Vacation leave, saved holiday time, or compensatory time,
27 sequenced at the employee's option, until they are exhausted; Leave without pay.
28

29 2. Leave that qualifies under FMLA will be taken in the following order: Paid leave until
30 it is exhausted; employees will determine what order paid leave is used; Leave without pay.
31

32 3. Leave for other purposes will be taken in the following order: Vacation leave, saved
33 holiday time, or compensatory time, sequenced at the employee's option (to the extent allowed by
34 vacation sign-up provisions) until they are exhausted; Leave without pay.
35

36 D. **Limitations on the Use of Leave Without Pay in Lieu of Sick Leave:** Use of leave without
37 pay in lieu of sick leave for non-FMLA and non-OFLA qualifying conditions is subject to the approval of
38 management and further subject to the following provisions:
39

40 1. **Continuous leave:** In the event of a continuous leave of absence without pay in
41 excess of any legal requirement of the FMLA or OFLA, the County may require from the employee's
42 physician, and/or arrange for the employee to see a physician selected by the County to examine the
43 employee and provide a statement of the disability, current condition, and the anticipated length of current
44 absence. If the County requires the employee to see a physician it has selected, it will pay the costs. If
45 deemed necessary by the County, such an examination shall be repeated every thirty days. If
46 management determines that continued leave would not be in the best interest of the County, then any
47 resulting termination would be subject to review under the just cause standard as to the reasonableness
48 of this determination. Following six months of leave without pay, to include time spent on unpaid FMLA
49 and/or OFLA leave, any extension of the leave shall be deemed permissive on the part of the County and
50 if the employee's leave is not extended, and the employee does not return to work, the employee will be
51 deemed to have resigned.
52

53 2. **Intermittent leave:** Intermittent leave without pay used in lieu of sick leave is not
54 subject to the six-month entitlement provided for above. When such leave significantly affects an
55 employee's job performance and is not subject to the requirements of law (including but not limited to the
56 FMLA), management may evaluate the employee's use of leave according to the criteria of "Section
57 B.2.c" above. Medical information as provided for in "Section D.1" above may be required for the
58 evaluation. After completing the evaluation, management may do one of the following:

- 1
2 a. Approve a similar pattern of intermittent use of unpaid leave for a specified
3 period followed by another evaluation; or
4 b. Put the employee on a work plan to manage the use of leave without pay,
5 followed by disciplinary action if the plan is not successfully completed; or
6 c. Proceed with the disciplinary process.
7

8 **6. Disability Insurance and Catastrophic Leave:**
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10 A. **Disability Insurance:**
11

12 1. **Short term disability:** Any full-time employee covered by this Agreement may
13 participate in the short-term disability insurance program developed by the Union and the County
14 (consistent with carrier contract(s)), the monthly premium to be paid individually through payroll
15 deduction.)
16

17 2. **Long-term disability:**
18

19 a. All bargaining unit employees will be covered by a County-paid group long-
20 term disability insurance policy, the provisions of which will be the same as those in the UNUM group
21 policy available to Multnomah County employees.
22

23 b. The County will pay for COBRA medical and dental insurance coverage for a
24 period of up to six months beyond the month in which benefits would normally terminate for an employee
25 with an approved long-term disability claim. However, employees who "opt out" of benefits coverage
26 under the provisions of Article X, "Section I. D." of this Agreement will not be eligible for continued
27 County-paid coverage under this subsection.
28

29 c. If proposed by management and approved by the Union, changes in short
30 term and long-term disability insurance coverage will be put into effect.
31

32 7. **Sick Leave Records:** The medical or psychological records will be maintained in accordance with
33 requirements of the Americans With Disabilities Act or other applicable law.
34

35 8. **Other Sick Leave Provisions:** Employees who are absent on sick leave for a period in excess of
36 their accrued sick leave shall be allowed to use their accrued vacation, saved holiday, and/or
37 compensatory time to cover such time off. At the option of the employee, the employee may retain up to
38 forty (40) hours of vacation time prior to being placed on leave without pay. Leaves without pay shall be
39 subject to the approval of management.
40

41 9. **Use of Sick Leave During Leave:** Sick leave may not be used during the term of any unpaid leave
42 of absence. Sick leave may not be used during vacation except when the employee notifies the
43 supervisor of the interruption of his or her scheduled vacation and presents reasonable evidence of a
44 bona fide illness or injury upon returning to work.
45

46 10. **Saved Holiday Bonus for Limited Use of Sick Leave:** Effective July 1, 2004, employees who have
47 worked full time for the entire preceding fiscal year are eligible to receive Saved holiday Time as a bonus
48 incentive for low sick leave usage, as specified below.
49

50 A. Eligible employees who use no more than eight (8) hours (does not include FMLA/OFLA) of
51 sick leave in a fiscal year will receive two (2) days Saved Holiday Time for use after July 15 of the
52 following fiscal year.
53

54 B. Eligible employees who use more than eight (8) hours but no more than sixteen (16) hours of
55 sick leave in a fiscal year will receive one (1) day Saved Holiday Time for use after July 15 of the
56 following fiscal year.
57

58 C. Saved Holiday Bonus days must be used in the fiscal year they are awarded.

1
2 11. **Fitness for Duty:** The parties recognize that employees have the responsibility to report to work fit
3 for duty. To ensure such fitness, management may send employees for medical or psychological
4 examination when the supervisor reasonably believes that the employee is not fit for duty or may be a
5 danger to themselves or others. Any such examinations will be at County expense. Should an employee
6 be required by the Employer to undergo a fitness for duty examination, the employee shall do so without
7 a loss of pay or benefit(s) and the employer shall bear the expense of such examination. The employer
8 may request from the employee a physician's release of information that relates only to the employee's
9 ability to perform the job.

10
11 12. **Catastrophic Leave Program:** The parties recognize that a Catastrophic Leave Program has been
12 implemented which allows the donation of vacation leave or compensatory time to ill or injured county
13 employees who have exhausted all paid leave. This program may be terminated only subject to the terms
14 and conditions of the implementing Ordinance.

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16 13. **Transfer of Accruals:** When an employee is promoted, transferred, demoted, appointed, or
17 otherwise moves to another department or classification within the County, the employee's accumulated
18 sick leave balances shall be transferred with the employee to the gaining department / classification.

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21 **ARTICLE VIV - OTHER LEAVES**
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23 1. **Unpaid Leaves of Absence:** Leaves of absence without pay for a period of up to six (6) months may
24 be granted by an employee's supervisor for any reasonable purpose. The sequencing of the use of all
25 leaves, including leaves of absence without pay, is specified in Article VI. A separate standard for
26 granting any leave of absence for sick leave for sick leave purpose is specified in Article VI. Any time
27 spent on unpaid FMLA or OFLA leave shall be deducted from the six-month period specified above.
28 Extensions of such leaves may be granted at the discretion of the supervisor.

29
30 2. **Jury Service:**

31
32 A. An employee shall be granted leave with full pay in lieu of jury fees on any scheduled day of
33 work he or she is required to report for jury duty, if upon receipt the employee submits jury fees to Payroll.
34 (Employees do not have to submit mileage and parking reimbursements.)

35
36 B. Except during an emergency or due to operational requirements, the County will not require
37 employees to report to work after completing a full day on jury duty.

38
39 C. Any employee who is excused or dismissed from jury duty before the end of the day will
40 report back to work if practicable.

41
42 D. An employee may be scheduled to work Monday through Friday, eight (8) hours per day, on
43 day shift, for the duration of jury duty with less than ten (10) days' notice. An employee may also return to
44 his or her pre-jury duty schedule with less than ten (10) days' notice after jury duty ends. There shall be
45 no additional cost to the County or days off for an employee as a result of any such schedule change.

46
47 3. **Subpoenas:**

48
49 A. Time spent serving as a witness in a work related legal proceeding will be treated as time
50 worked for pay purposes providing the time served occurs during regularly scheduled hours, the
51 employee is subpoenaed to testify, and the employee submits witness fees to Payroll upon receipt. The
52 same provisions as above also apply to Merit System Council Hearings.

53
54 B. Under no circumstances will employees be paid for time spent in a judicial proceeding or
55 hearing in which they or their union is the plaintiff or defendant, unless they are being defended and
56 indemnified by the County for conduct occurring during the course of employment.

1 4. **Military Leave**: The County acknowledges its obligation under state and federal law to grant paid and
2 unpaid leave for military service. Information about legally mandated military leave will be made available
3 to employees upon request from the Employee Services Division.
4

5 5. **Bereavement Leave**: Upon an employee's request, he or she shall be granted three (3) days' leave of
6 absence with full pay in event of death in the immediate family or immediate household of the employee
7 to make household adjustments or to attend funeral services. If such funeral is beyond 350 miles, the
8 employee may be granted up to three (3) additional days with pay at the discretion of his or her
9 supervisor for travel and personal considerations. The bereavement days need not be taken
10 consecutively, unless employee is also using the three (3) travel days provided for in this section. For
11 purposes of Bereavement Leave, an employee's immediate family shall be defined as his or her spouse
12 or domestic partner, parents, step-parents, children, step-children, siblings, step-siblings, grandchildren,
13 grandparents, brothers-in-law, sisters-in-law, and the parents, step-parents, siblings and step-siblings of
14 his or her spouse or domestic partner. Immediate household shall be defined as any person residing at
15 the employee's residence on a regular basis. In relationships other than those set forth above, under
16 exceptional circumstances, the Department Director, upon request, may grant such leave of absence. To
17 provide consistency among locations, any denial from an immediate supervisor for approval of leave for
18 relationships other than those set forth above or travel days, shall automatically, and immediately be
19 forwarded to the Department Director or his or her designee for Review. In no case shall this review
20 extend past the current working day. Employees may request additional leave beyond the three (3) travel
21 days and, upon approval, may use vacation leave or sick leave for such additional time.
22

23 6. **Personnel Examinations/Interviews**: Employees shall be given paid time off for participating in
24 County examinations and interviews for promotion, demotion, or transfer which occur during their
25 regularly scheduled shift. However, paid time off will be restricted to examinations and interviews for five
26 positions per fiscal year.
27

28 7. **Inclement Weather and Natural Disasters Policy**: The County reserves the right to establish policy
29 with respect to attendance at work during inclement weather or a natural disaster, and further reserves
30 the right to determine whether or not an event qualifies as such event under the terms of any such policy.
31 Any time an employee is unable to work as scheduled due to such an event may, at the employee's
32 discretion, be charged to: Vacation leave, saved holiday time, compensatory time, leave without pay, or
33 at the employee's discretion, he or she may make up time lost due to inclement weather at any other time
34 with no reduction of pay or other benefits.
35

36 Provided further that an employee who attempts to get to work in such a County declared event, but is
37 unavoidably delayed, shall not have time charged to one of the above categories unless he or she is two
38 (2) or more hours late, in which case all time late will be charged or made up at the employee's
39 discretion. The provisions of Article XXII, Section 3, Right to Compensation for Regularly Scheduled
40 Hours, will apply to instances in which an employee reports to work at a closed facility, or are otherwise
41 specifically notified by the County that his or her facility is closed, and the employee is not reassigned.
42

43 8. **Educational Leave**: After completing one (1) year of service, an employee, upon request and
44 approval of management, may be granted a leave of absence without pay for educational purposes at an
45 accredited school when it is related to his or her employment. Such leave of absence shall not exceed
46 one (1) year, but it may be renewed or extended at the request of the employee, when necessary. One
47 (1) year leaves of absence with any requested extension for educational purposes may not be provided
48 more than once in any three (3) year period. Employees may also be granted leaves of absence with or
49 without pay for educational purposes and additional lengths of time to attend conferences, seminars,
50 briefing sessions, or other functions of a similar nature that are not intended to improve or upgrade the
51 individual skill or professional ability, provided it does not interfere with the operation of the County.
52

53 9. **Association Leave**:

54
55 A. **Association Business Leave (County Paid Time)**: Union Business that is considered
56 County Paid Time includes functions that are considered County /Union joint functions such as
57 negotiations; participation in committees that are joint County/Union committees such as
58 Labor/Management committees, the Benefits Committee and the Compensation Committee; duties as a

1 steward as defined in this Agreement; and such other Union Business (County Paid Time) mutually
2 agreed upon by the parties. Employees participating in such activities will be allowed to do so without
3 loss of pay.
4

5 **B. Association Business Leave (Union Reimbursable Time):** Any bargaining unit member
6 selected by the Union to participate in a Union activity as defined below, shall be considered in Union
7 Business Leave (Union Reimbursable Time) status and shall be granted such leave.
8

9 Union Business (Union Reimbursable Time) addressed in this section would pertain to such activities as
10 Contract Administration – such as time to cover for staff replacement, time to attend training conferences
11 such as arbitration/grievance training, and time off to prepare for negotiations; Conferences/Other – such
12 as Women’s Convention, appointment Union Board seat or committee; and other mutually agreed
13 activities that would qualify for Union Business (Union Reimbursable Time).
14

15 Five (5) days’ written notice of such time away from work shall be given to the affected employee’s
16 immediate supervisor and to the County Labor Relations Manager. The Union will make every effort to
17 avoid disruptions of work. The Union shall reimburse the County for one hundred per cent (100%) of the
18 affected employee’s salary and benefits (including pro-rata cost of workers’ compensation premiums, but
19 excluding indirect or overhead charges) for straight time spent on Union activities conducted during
20 regularly scheduled working hours. The County shall submit a quarterly statement to the Union itemizing
21 the amount of the Union’s reimbursement obligations.
22

23 **C. Association Business (Unpaid) Leave:** Employees selected by the union for such
24 activities that are considered political activities including political training, conferences, committees, or
25 appointment, and time off work on an election race are considered Union Business (Unpaid) Leave.
26

27 Upon seven (7) days advance notice by the Union, Officers shall, subject to the operating requirements
28 of the department, be granted leave without pay for a reasonable period of time not to exceed three (3)
29 consecutive working days and not to exceed a total of ten (10) working days for the bargaining unit in any
30 given calendar year for purpose of conducting Union business which takes them away from their
31 employment. Such unpaid leave for Officers shall not be limited to political activities.
32
33

34 **ARTICLE X – HEALTH AND WELFARE**

35 **1. Medical and Dental Insurance:**

36 **A. Employee Benefits Board:** By memorandum of agreement dated July 6, 2004, between the
37 parties, which was accepted by the bargaining unit on June 30, 2004, the parties agreed to be covered
38 and governed by the Employee Benefits Board Governance Structure proposal of December 18, 2003;
39 which is as follows:
40

41 1. **History:** The goal of a governance structure is to enable the Employee’s Benefit
42 Board (EBB) and the County to continue to achieve their goals. The governance document establishes
43 protocol of the governing board and a systematic approach to a cooperative labor-management forum.
44

45 2. **Membership:** Voting Membership of the EBB shall consist of:
46

- 47 • One representative from each bargaining unit of County employees as provided for in their
48 respective collective bargaining agreement;
- 49 • One management representative appointed by the Chair who represents the interest of the
50 employer, and
- 51 • One non-represented employee appointed by the Chair who represents those employees who
52 are exempt from collective bargaining.
- 53 • An alternate to the designated representative may attend and vote.
- 54 • Each voting member will have one vote to cast.
55

1 3. **Membership Training:** Members will be provided training associated with the EBB. The
2 Health Fund will sponsor training opportunities for members (by selecting training, paying the tuition and/or
3 administration fees, and travel expenses to and from the event, if held outside of the Portland Metropolitan
4 area); and reimburse employee members for per diem costs associated with approved training activities.
5 Employee members will be given paid release time to attend approved EBB functions/training. Training will
6 be provided to:

7 4. **Three Members/fiscal year:** Local 88, ONA, MCCOA, Deputy Sheriff (MCDSA), Non
8 represented.

9
10 5. **Two Members/fiscal year:** Local 701, Management, Juvenile Custody Workers, IBEW
11 (Local 48), Painters

12 6. **Membership Role:**

- 13
14
15 • The role of the membership is to:
16 • Ensure that the County's Health and Welfare Program is aligned with the County's mission
17 and values;
18 • Participate in EBB meetings;
19 • Discuss and make recommendations with regard to County health and welfare benefits;
20 • Vote on proposals, if appropriate;
21 • Attend approved training and educational forums related to Health Benefits;
22 • One EBB member per voting membership may be a member of the International
23 Foundation of Employee Benefits; and
24 • At the request of the Benefits Administrator, may participate in other EBB activities.

25
26 7. **EBB Administrator and Benefits Administrator Role:** The EBB Administrator and
27 Benefits Administrator shall be non-voting members.

28
29 The role of the EBB Administrator is to:

- 30 • Facilitate the EBB, preside over meetings and propose and implement any changes;
31 • Provide a forum and opportunity for training and education of the EBB members;
32 • Ensure that the EBB adhere to legal mandates; and
33 • Provide data as requested by the EBB

34
35 The role of the Benefits Administrator is to:

- 36 • Ensure that the County's Health and Welfare Program is aligned with the County's mission and values;
37 • Serve as the Administrator for the County Health and Welfare Programs;
38 • Obtain, coordinate and direct the use of technical consultants and vendors;
39 • Ensure that the Health and Welfare Program adhere to legal mandates;
40 • Manage the Health Fund;
41 • Provide data as requested by the EBB
42 • Oversee other benefit programs which promote health and welfare benefits for County employees; and
43 • Track claims experience by bargaining units.

44
45 8. **Legal Responsibilities:** The Health Plan is subject to various legal mandates that
46 protect the benefits of plan members. These legal mandates create a set of standards that apply to
47 public entities concerning plan administration, management, or plan design and, in particular,
48 communication of the benefit plans contents or changes. Only the Human Resources Division Benefits
49 Unit will have actual legal authority to convey plan documents and benefits to plan members. Other
50 information issued by EBB shall be for information purposes only and not binding upon the plan.
51 Changes mandated by law shall be carried out by the Benefit Administrator and discussed with the EBB
52 prior to implementation.

53
54 a. **Meeting Process:** The meetings shall comply with any applicable law.
55 Meetings require attendance of one-half of the voting membership to be considered a quorum.
56 The meeting minutes will record the following:
57

- 1) Members present,
- 2) Motions, proposals and their dispositions,
- 3) Results of all votes and the vote of each member by name and the organization that they are representing;
- 4) The substance of any discussion on any matter; and
- 5) A reference to any document discussed at the meeting.

The forgoing shall not apply to discussions pertaining to changes to collective bargaining agreements.

9. **Voting:** A formal vote is required for plan changes and administration of the Employee Health and Benefit Programs. A formal vote is defined as a public vote where each vote must identify the member voting, and the vote must be announced. A formal vote to change or amend plans must consist of a positive vote from a majority of no less than 80% (9 of 11 or 8 of 10) of the voting membership. If a member cannot attend an alternate may cast a vote on their behalf or a proxy may be submitted prior to the meeting so that the Benefits Administrator may read the vote at the meeting. In the alternative, if insufficient votes are cast due to the absences of voting members, missing votes may be recorded at the next meeting.

10. **Proposals:** The Benefits Administrator may propose to the EBB any changes or actions specific to his/her role identified above. The EBB voting members may propose benefit plan changes via any five EBB voting members. Prior to submission to the Benefits Administrator, the five members must unanimously approve the proposal. The written proposal must be submitted two weeks in advance of the next EBB meeting, unless the Benefits Administrator waives the deadline. The proposal will identify the specific changes and how it meets the County's Health Plan interests.

If the proposal is passed by the EBB, the Benefits Administrator may either a) accept the proposal; b) provide two alternate proposals or c) reject the proposal at the following meeting. In the case of "c," the Benefits Administrator shall submit the proposal to the County's Chair for a final determination of whether or not the proposal will be implemented. The Chair's decision is final and will be communicated back to the EBB via the Benefits Administrator.

11. **Meetings per Calendar Year:** The EBB shall meet at least quarterly (4 times per year). All meetings are scheduled and notified by the Benefits Administrator. When a vote is on the meeting agenda, voting members shall be notified 2 weeks in advance of the meeting date, time and place. The employees who participate shall be given paid release time to attend the meetings.

12. **Health Fund:** The Health Fund will be funded by:

- (1) **Full-time employees:** Monthly contributions paid by Departments for medical/dental/vision, shall be based on the cost-sharing formula set forth below, as applied to an initial composite rate of \$663.68 per eligible full time employee effective July 1, 2003.
- (2) **Part-time employees:** Monthly contributions paid by Departments for medical/dental/vision shall be based on an initial composite rate of \$350.00 per eligible part-time employee effective July 1, 2004. Then in subsequent years the cost-sharing formula set forth below shall be applied.
- (3) Cost savings realized from good experience and plan design changes shall remain in the Health Fund, and
- (4) Refunds from vendors for performance guarantees or premium overpayments, etc., shall remain in the Health Fund, and
- (5) Interest on the Health Fund shall remain in the Health Fund including IBNR set aside.
- (6) The health fund balance as of July 1, 2004, shall be equal to the ending balance reported in the EBB Financial Operations Report for Year Ending June 30, 2004. EBB Financial Operations reports for years ending June 30, 2004, June 30, 2005, and June 30, 2006, shall be considered accepted by the EBB membership and the County unless a dispute is raised within 120 days of distribution. If contributions by the Departments and those of the EBB are less than the plan expenses for any benefit year, that shortfall

1 will be restored to the Health Fund in a subsequent plan year and subject to the cost sharing agreement.
2 If contributions in any plan year are more than the costs and expenses, then those contributions will
3 remain in the Health Fund and will be used to offset future costs.
4

- 5 (7) Distributions from the Health Fund shall be set to encompass all of the items referenced below. Any
6 additional items are subject to approval by EBB. All of these costs shall be included in the Departments
7 composite rate. The Health Fund expenses shall consist of the following cost items necessary to
8 administer the Medical and Dental Health Insurance Plans: premiums, claims, Incurred But Not Reported
9 claims (IBNR expenses shall be calculated annually according to generally accepted accounting
10 standards), claim margin, stop-loss fees, Oregon Medical Insurance Pool fees, fees for services such as
11 managed care providers for pharmaceuticals, health provider contracts, flexible spending account
12 administrator fees, case management fees; third party administrators; professional services associated
13 with benefits consulting, EBB expenses, Opt Out Reimbursements as specified in an EBB Memorandum
14 of Understanding adopted December 19, 2002, and other miscellaneous costs such as printing and
15 postage for communications to employees concerning County Health and Welfare Plans.
16

17 13. **Eligible Employees:** The Health Fund is comprised of those items listed under
18 Health Fund above that directly can be attributed to the provision of health, vision and dental insurance
19 for County employees, their eligible dependents and those that have COBRA rights.
20

21 **Full-time Employees:** Employees who are regularly scheduled to work at least 32 hours per week or
22 if scheduled to work at least 30 hours on a 10 hour per day schedule. The Major Medical Option will
23 reimburse participants at \$50 per month for the first year of the plan and then the reimbursement will
24 be subject to a reduction based upon cost sharing in subsequent years. The Dental Plans will offer
25 the same benefits as offered in plan year 2003, Kaiser and ODS, until the EBB changes them. There
26 will be no waiting period for either dental plan option.
27

28 **Part-time Employees:** Employees who are regularly scheduled to work 20 to 31 hours per week, will
29 be offered Major Medical Coverage free of charge for them and their eligible family members. The
30 employee may elect to purchase a different County provided medical plan option by paying the
31 difference in cost from the Major Medical Plan to their selected plan based upon the coverage level.
32 Part-time employees are not eligible for the \$50 reimbursement for the Major Medical Plan. The
33 Dental Plans will offer the same benefits as plan year 2003, Kaiser and ODS, until the EBB changes
34 them. There will be no waiting period for either dental plan option. Part-time employees will pay one-
35 half of the dental premiums.
36

37 14. **Opt-out Reimbursement:** Full-time and part-time employees may elect to opt-out of
38 medical coverage upon proof of other coverage. Medical opt-out reimbursement for full-time employees is
39 \$150 per month and \$75 per month for part-time employees. Opt-out reimbursements may be changed by
40 the Employees' Benefits Board. There is no refund currently associated with dental opt-out.
41

42 15. **Plan Document:** The Plan Document shall set forth the dates, times, eligibility,
43 default enrollment and administration of benefit coverage for the medical and dental plans. Other items
44 that will be included are coverage dates for FMLA, leave of absences, COBRA, flexible spending
45 accounts, and reinstatement provisions.
46

47 16. **Retirees Health Fund/Benefits:** The health and welfare plan of the retirees is not
48 subject to the governance or funding of the EBB.
49

50 17. **Cost Sharing for Medical/Vision and Dental Plans:** The cost of health insurance
51 is driven by many external factors outside of the control of the County and the EBB. It is the mutual
52 interest of both parties to ensure that health care costs are reasonable and somewhat predictable.
53 Sharing costs and building financial safeguards that protect both the employees and the County from
54 open-ended risk is the objective of the cost sharing agreement. The County and EBB members agree to
55 the following:
56

57 **July 1, 2004 – Full-time Employees**

- 1 • The County pays the July 1, 2003 plan year's County departmental contribution rate (prior to the buy-
- 2 down), plus
- 3 • CPI-W* of the July 1, 2003 County departmental contribution rate, plus
- 4 • 5% of the monthly Kaiser medical premium in February of 2004, plus
- 5 • 50% of any remaining increase.

6
7 **July 1, 2004 – Part-time employees**

- 8 • The County pays \$350.00.

9 **July 1, 2005 – All employees**

- 10 • The County pays the July 1, 2004 plan year's County departmental contribution rate (prior to any buy-
- 11 down), plus
- 12 • CPI-W* of the July 1, 2004 County departmental contribution rate, plus
- 13 • 5% of the monthly Kaiser medical premium in February of 2005, plus
- 14 • 50% of any remaining increase.

15 **July 1, 2006 – All employees**

- 16 • The County pays the July 1, 2005 plan year's County departmental contribution rate (prior to any buy-
- 17 down), plus
- 18 • CPI-W* of the July 1, 2005 County departmental contribution rate, plus
- 19 • 5% of the monthly Kaiser medical premium in February of 2006, plus
- 20 • 50% of any remaining increase.

21
22 If in any plan year the self-funded plan premium equivalents and Kaiser dental plan increases are less than
23 CPI-W, and/or the Kaiser medical premium increase is less than CPI-W plus 5%, that portion of the County
24 contribution will go toward building the Health Fund.

25
26 *CPI-W is defined as the annual percent increase in CPI Portland Urban Wage Earners and Clerical
27 Workers Cost of Living Index- Second Half.

28
29 Employees will pay no more than 10% of the total premium costs in any plan option and any
30 coverage level unless agreed to by the EBB. To the extent the employee's contribution exceeds 10% of the
31 premium, the County will pay the premium excess above the 10% from sources outside of the Health Fund.
32 Employee's contribution shall be based upon a tiered structure with each plan experience rated separately.

33
34 If any one plan option increases more than 25% for a plan year, the EBB will agree to either have the
35 employees pay for the amount of the premium above the 25% or reduce the benefit plan to a level that would
36 reflect no more than a 25% increase level. If no agreement can be reached, the County may agree to either
37 pay for the additional premium or change the benefit plan to a level that would reflect no more than a 25%
38 increase for that plan year.

39
40 Also, if any one plan other than the Major Medical Plan, has less than 5% of the County employees
41 enrolled, the County may remove that plan option at the end of the plan year.

1
2 18. **LTD/STD:** The Long Term and Short Term Disability Insurance is not subject to
3 governance by the EBB.
4

5 19. **Summary of Governance and Long Term Resolutions:** With this agreement, it is
6 the intent of the parties to work towards developing a cooperative labor-management forum for managing
7 Multnomah County employees' health and welfare benefits. This initial three year agreement begins a
8 process where a more responsive forum than previously available can study, evaluate and modify the
9 health and welfare benefits for employees. This forum will allow the EBB to effectively address the
10 impact of technology, the escalation of costs, legal mandates, and the need for quality health care. If at
11 such time in the future, the EBB is unable to meet its goals and objectives, thus not meeting the interests
12 of the County or participating unions, the EBB may be dissolved by resolution or by withdrawal of
13 members. It is the intent of the EBB to incorporate this agreement into each collective bargaining
14 agreement of participating bargaining units, subject to the ratification of this agreement by each
15 bargaining unit. Nothing in this Governance Agreement is intended to: waive or modify the rights of
16 participating labor organizations to bargain collectively over health and welfare benefits for their
17 members, at the expiration of this agreement, or prevent withdrawal from this governance agreement, at
18 the expiration of this agreement. Any labor organization that withdraws from this Governance
19 Agreement, at the expiration of this agreement, shall lose its rights to participate in, or vote on, matters
20 governed by the EBB.
21

22 In the event that there is a conflict between Section 1(A) above and/or any other section of this Article
23 and governance structure of December 21, 2000, the governance structure language as accepted by the
24 Union on March 22, 2001 shall supersede.
25

26 B. **Part-time employees:** Part-time employees who work full time (at least .8 FTE) for six
27 consecutive pay periods will be reimbursed, as if they were entitled to full time benefits (does not include
28 Major Medical Plan Option reimbursement), for premium payments made to the County for those payroll
29 periods, adjusted for taxes. However, such payment will be made only upon written request within 90
30 days of the last payroll period of full-time work.
31

32 C. **Retirees:** Provisions governing retiree participation in County medical and dental plans are in
33 Article 16, "Section V."
34

35 D. **"Opt-out": Cash in Lieu of Medical/Vision Benefits:**

36 1. **"Opt-out" payment amounts:**

37 a. **Full-time employees:** Full-time employees may elect to "opt-out" of County
38 medical/vision benefits coverage, per the provisions of Section 1.A.(m) of this article. Full-time
39 employees who "opt out" of medical/vision benefits coverage may still receive dental benefits; a dental
40 benefits "opt-out" payment is not available.

41 b. **Part-time employees:** Part-time employees who certify themselves as covered
42 under another medical/vision plan may elect to "opt-out" of County medical/vision benefits coverage per
43 the provisions of Section 1.A.(m) of this article. Part-time employees may opt out of medical/vision
44 coverage and still elect County dental coverage by paying for one half of the premium for such coverage

45 2. **Loss of non-County coverage:** If an employee who has "opted out" of County
46 coverage loses his or her non-County coverage, he or she may enroll in the County plan within ninety
47 (90) days of losing the non-County coverage based upon a qualifying event as prescribed by the Plan
48 document can do so without waiting for the annual Open Enrollment period. County coverage will be
49 effective the first day of the month following receipt of the enrollment form by Employee Benefits.

50
51 E. **Default Enrollment:** Full time Employees who fail to submit an enrollment form for "Opt-out"
52 or for the medical/vision and dental benefits plans described in "Section I.A" above within 31 days of hire
53 or at other times as determined by the Employee Benefits Office will be enrolled in the County's Major

1 Medical Plan and ODS dental plan by default. Default plans may be other than Major Medical Plan and
2 ODS dental plan, if so authorized by the Employee Benefits Board process. Eligible dependents of such
3 employees may be enrolled in the same plans if the employee submits application within 15 days of
4 receiving notice of his or her default enrollment. Part-time employees shall be enrolled in the Major
5 Medical Plan or its authorized successor.

6
7 **F. Eligible Dependents:**

8
9 **1. Spouses and domestic partners:**

10
11 a. **Enrollment:** Employees may enroll spouses and domestic partners in County
12 medical and dental plans upon completion of the County's Affidavit of Marriage or Domestic Partnership
13 and applicable enrollment forms. Enrollment times and other procedures for administration of the
14 medical/vision and dental insurance plans shall be applied to employees with domestic partners in the
15 same manner as to married employees to the extent allowed by the law. Spouses and domestic partners
16 must be enrolled in the same plan as the employee.

17
18 **b. Definitions:**

19
20 1. A "spouse" is a person to whom the employee is married under
21 Oregon law.

22 2. A "domestic partner" is a person with whom the employee:

23
24 • Jointly shares the same permanent residence for at least six months immediately
25 preceding the date of signing an Affidavit of Marriage or Domestic Partnership; and intends to continue to
26 do so indefinitely, or if registered with the Multnomah County partnership registry, the six month waiting
27 period is waived; and

28 • Has a close personal relationship.

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

30 • Are not legally married to anyone;

31 • Are each eighteen years of age or older;

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

34 • Were mentally competent to contract when the domestic partnership began;

35 • Are each other's sole domestic partner;

36 • Are jointly responsible for each other's common welfare including "basic living expenses"
37 as defined in the Affidavit of Marriage or Domestic Partnership.

1 c. **Termination of coverage:** Employees must remove a spouse or domestic
2 partner from coverage within 90 days of divorce, or annulment, or dissolution of the domestic partnership.
3 Employees who fail to remove an ineligible spouse or domestic partner within 90 days will be required to
4 reimburse the County for claims paid after the 90 day window, or be taxed on the benefit, or both as
5 determined by the Benefits Administrator guidelines and procedures.
6

7 **2. Children:**

8
9 a. **Enrollment:** Eligible children of the employee or the employee's spouse or
10 domestic partner may be enrolled in the medical and dental insurance plans described in "Section I".
11 Children must be enrolled in the same plans as the employee.
12

13 b. **Definition:** "Eligible children" includes any unmarried biological or adoptive
14 child under the age of 23 who is a dependent under the federal tax code and chiefly supported; or a court
15 appointed ward; or anyone under the age of 23 for whom the employee is required by court order to
16 provide coverage. "Eligible children" may also include dependent children over the age of 23 who
17 became permanently disabled prior to the age of 23, and the children of children who are currently
18 enrolled.
19

20 c. **Termination of coverage:** Employees must remove from coverage a child
21 who has become ineligible because he or she is 23 years old, or for any other reason within 90 days of
22 disqualification. Employees who fail to remove an ineligible child within 90 days of disqualification will be
23 required to reimburse the County for and claims paid after the 90 day window, or be taxed on the benefit,
24 or both as determined by the Benefits Administrator guidelines and procedures.
25

26 **G. When Benefits Coverage Begins and Ends:**

27
28 **1. Coverage for new employees:**

29
30 a. **Medical and Dental Benefits:** The employee and eligible dependents will be
31 covered by medical and dental benefits the first day of the month following hire, provided the employee
32 has submitted an enrollment form to the Employee Benefits office prior to that date. Employees who
33 submit a form after the first day of the month following hire, but within 31 days of hire, will be covered the
34 first day of the month following receipt of the form by Employee Benefits Office. Employees who do not
35 submit a form within 31 days of hire will be covered the first day of the month following default enrollment.
36

37 **2. Benefits coverage for terminating employees:**

38
39 a. **Retirees:**

40
41 1. **County-subsidized coverage:** Benefits options for retirees are
42 provided for in Article 16, "Section V".
43

44 2. **Unsubsidized benefits:** Retirees may continue to participate in
45 County medical and dental benefits plans on a self-pay basis as mandated by law.
46

47 b. **Other terminating employees:**

48
49 1. **County-subsidized coverage:** If the employee's last regularly
50 scheduled work day in pay status falls on or before the fifteen (15th) day of the calendar month in which
51 the employee's County employment terminates, medical/vision and dental benefits toward which the
52 County has contributed will lapse at the end of that calendar month. If such work day in pay status falls
53 after the fifteen (15th) of the calendar month in which the employee's County employment has terminated,
54 coverage toward which the County has contributed will lapse at the end of the following calendar month.
55 (Example: Employee A's last day is July 15. Employee A's coverage toward which the County has
56 contributed will lapse July 31. Employee B's last day is July 16. Employee B's coverage toward which
57 the County has contributed will lapse August 31.)
58

1 will be available according to the terms of the Multnomah County Dependent Care Assistance Plan
2 number 502.

3
4 **B. Life Insurance:** The County agrees to provide each employee covered by this Agreement
5 with the existing term life in the amount of thirty thousand dollars (\$30,000) and accidental death and
6 dismemberment insurance in the amount of one hundred thousand (\$100,000). Employees shall
7 designate their beneficiaries.

8
9 **C. Emergency Treatment:** Employees will be provided with emergency treatment for on-the-job
10 injuries, at no cost to the employees, and employees as a condition of receipt of emergency treatment, do
11 agree to hold the County harmless for injuries or damage sustained as a result thereof, if any.
12 Employees further will promptly sign an appropriate Workers' Compensation claim form when presented
13 by the employer.

14
15 **D. Disability Insurance:** Disability insurance benefits are provided for under Article 9. Sick
16 Leave, "Section IV".

17 **3. Successor Insurance Plans:** In the event that either party elects to terminate the Employee
18 Governance Structure in accordance with the Governance Structure guidelines, or any of the above
19 insurance plans are no longer provided by the County, the County, following consultation with the EBB,
20 agrees to provide to affected employees a substitute plan of the same service delivery type, if available,
21 at substantially the same or a better benefit level. It is recognized that in accordance with Section 1.A.
22 (Employee Benefits Board) of this article that insurance plans may be modified, plans added and plans
23 eliminated during the term of this agreement.

24
25 **4. Retiree Life Insurance:** Retirees of Multnomah County who have at least to (10) years of
26 County service will be provided with two thousand dollars (\$2000) term life insurance coverage
27 during the period of the time they receive pension benefits.

28 29 30 **ARTICLE XI – COMPENSATION**

31
32 **1. Wage Adjustments:** Upon ratification of this agreement by both the Federation and the Board of
33 County Commissioners, the rates and ranges of employees covered by this Agreement shall be
34 compensated in accordance with the wage schedule attached to this Agreement as Addendum A, Table I,
35 retroactive to July 1, 2004. Implementation of the wage schedule is included with Table I.

36
37 **2. Budget Shortfall Crisis:** Should the County's estimated fund resources in the executive budget which
38 directly affect funding of Parole and Probation services suffer a reduction, and such reduction would
39 result in loss of bargaining unit employees and County's ability to continue current level of services, either
40 party may provide the other with written notice to meet and discuss possible alternative options that
41 would save bargaining unit jobs and County level of services. Such meeting must occur within thirty (30)
42 days of said declaration. Alternative resolutions which are in conflict with terms and conditions of this
43 collective bargaining agreement shall be subject to mutual agreement of the County and the Union.
44 Parties agree that said discussions do not constitute interim negotiations as outlined under ORS 243.698.

45
46 **3. Pay Periods:** The salaries and wages of employees shall be paid semi-monthly. Pay dates under the
47 semi-monthly system shall be the same as those for exempt county employees.

48
49 **4. Step Placement and Step Increase Dates:**
50 It is acknowledged by the parties that the County has historically given certain employees covered by this
51 agreement a step increase in wages, effective on the employee's anniversary date of employment. Each
52 employee shall be paid at one (1) of the steps in the range prescribed for his /her classification.

53 54 **A. New Employees and Rehires:**

55
56 1. A rehire is an employee who has terminated permanent employment with the County,
57 and is subsequently selected to occupy a permanent position from a civil service list. (Former employees

1 who return to permanent County employment without being selected from a list are not rehired, but
2 reinstated.)

3
4 2. Normally new employees and rehires will be appointed at step one (1) at the beginning
5 of the probationary period; the director may make an appointment to a higher step. An employee who is
6 promoted shall be paid at the salary step in the new salary range not less than a one (1) step increase, or
7 in the first step of the new range, whichever is greater. A new or promoted employee is eligible for
8 consideration for advancement to the next step of his/her salary range on the day following twelve (12)
9 months of service in his/her classification, and to subsequent steps at subsequent anniversary dates (24,
10 36, 48, 60, 72, AND 84 months) to the top step of the pay range.

11
12 3. The step increase date for wage increases for new employees will be the date of
13 permanent appointment, and the date for rehires will be the most recent date of permanent appointment.
14 However, the step increase date for new employees and rehires will be adjusted to reflect any additional
15 seniority credit, such as credit for temporary service in the classification, which they receive under the
16 provisions of Article XIII – Seniority and Layoff.

17
18 **B. Step Increases:** An employee not at the maximum of his/her pay range shall receive a step
19 increase upon the completion of one year of service at the current rate. Time in service is measured in
20 accordance with Article XIII. (Note that part-time work will count on a full-time basis.)

21
22 **C. Failure to Complete probationary period after promotion:** When a regular employee is
23 promoted outside the bargaining unit and does not complete the probationary period for that
24 classification, he or she shall be reinstated to a position in the classification from which he or she was
25 promoted. Reference to probationary period in this section applies to any bargaining unit or non-
26 bargaining unit probationary period in Multnomah County. Employees who do not complete the
27 promotional probationary period and return within the probationary period to their previous position shall
28 treat such time in the higher class as seniority accrual in the lower class. The employee will be placed at
29 the same step in the old range that he or she would have been on but for the promotion. The step
30 increase date for wage increases will revert to the step increase date in effect prior to the promotion.

31
32
33 **5. Reporting to Work Outside of Regularly Scheduled Hours:**

34
35 **A. Reporting After Hours/Scheduled Day Off:** Any employee who returns to work at the
36 direction of management outside his or her regularly scheduled working hours or on a scheduled day off,
37 shall have a minimum of four (4) hours added to their time worked for purposes of determining overtime.

38
39 **B. Receiving Work Telephone Calls at Home:** Any employee who is called at home or a
40 location other than their job site for work related business during their off-duty time, and is not required to
41 report to a work site, shall have one (1) hour added to their total time worked for purposes of determining
42 overtime. Multiple calls less than twenty (20) minutes between the end of the 1st and beginning of the 2nd
43 (or more) calls will be considered one (1) call. This provision does not apply to telephone calls regarding
44 work scheduling and or worksite directions.

45
46 **6. Overtime:**

47
48 **A.** Employees covered by this Agreement will be compensated for overtime based on hours
49 worked in excess of a tour of duty as provided under Section 7(K) of the Fair Labor Standards Act
50 (FLSA). A tour of duty for purposes of this provision shall consist of eighty-six (86) hours worked in a
51 fourteen (14) consecutive-day work period, or such other tour of duty as may be established by the
52 County within the options provided under Section 7 (K). The time worked over eighty (80) but less than
53 eighty-six (86) hours in an employee's tour of duty shall be taken hour for hour as flex-time off to be
54 scheduled by mutual agreement between the employee and supervisor during the tour of duty. Flex-time
55 not taken during the tour of duty will be paid for at straight time as of the applicable pay date. Overtime
56 for time worked in excess of an employee's tour of duty will be calculated at the rate of time and one-half
57 and will be taken or paid for as determined under section B.

1 B. Except in emergency situations, all work performed in excess of the specified tour of duty must
2 be authorized in advance by the supervisor. Emergency overtime work must be reported to the supervisor
3 within two of the employee's work days of its occurrence. An employee who works overtime in excess of
4 his/her tour of duty shall be granted compensatory time off in lieu of overtime pay, at the employee's
5 option and with supervisory approval. Compensatory time shall be taken as scheduling permits and with
6 the approval of the supervisor. Nothing in this article will be construed to modify the basic workweek
7 schedule, an employee's obligation to account for his/her time, or the role of the supervisor in approving
8 work outside an employee's basic daily or weekly work schedule.
9

10 1. The maximum allowable accumulation of compensatory time off shall be
11 eighty (80) hours.
12

13 2. In the event the employee terminates for any reason, accrued compensatory
14 time shall be paid off in cash to the employee or his or her heirs.
15

16 7. Temporary Work in a Higher Classification:

17 A. Work Out of Class

18
19
20 1. **Definition:** An employee works out of class when he or she is assigned in writing by a
21 supervisor to assume the major distinguishing duties of a position in a higher classification and/or to
22 replace another employee in a higher classification, and to perform a majority of the principal duties of
23 that classification.

24 2. **Compensation for work out of class:** An employee working out of class will be
25 compensated according to the Personnel Rules governing promotions to non-bargaining unit positions.
26 Note that if the employee's pay range and the higher range overlap, the policy generally provides for an
27 increase of approximately five percent (5%).
28

29 3. Paid leave and work out of class:

30
31 a. When an employee works in a higher classification during all hours worked in
32 an FLSA work period or longer period of time, the employee will be paid the out of class rate for all hours
33 in pay status on days in which he or she was on leave for less than half a shift.
34

35 b. An employee using leave while working out of class will be paid at his or her
36 regular rate of pay for all hours in pay status on days in which he or she worked half or less of his or her
37 scheduled hours.
38

39 B. **Temporary Appointments:** When management anticipates that an employee will be
40 performing the principal duties of a higher classification for a period of more than 30 days, the employee
41 may be given a temporary appointment to a position in the higher classification.
42

43 1. **Appointment to a higher classification:** Written verification of the temporary
44 appointment will be placed in the employee's personnel file, and the employee will be notified of the
45 appointment in writing. The following provisions will apply:
46

47 a. The employee's salary will be set according to the Personnel Rules governing
48 promotions to non-bargaining unit positions;
49

50 b. If the position is FLSA exempt, the employee is not eligible to receive overtime
51 pay, shift differential, or other forms of pay not available to permanent employees in the higher
52 classification;
53

54 c. The employee's health and welfare benefits plan will not change;
55

56
57 d. The employee's accrual and use of paid leave will be governed by the rules
58 applying to permanent employees in the higher classification;

1
2 e. The employee has the right to return to his or her bargaining unit position at
3 the end of the appointment without loss of seniority; and
4

5 f. The employee will pay Union dues or such alternatives as are provided by
6 Article III – Federation Security, and will continue to be represented by the Union in accordance with
7 Article II – Recognition.
8

9 8. **Trainer Premium:** Effective 6/1/05, a differential of three percent (3%) over base rate will be paid to
10 employees designated by management as Field Training Officer, Continuum of Force Trainer or other
11 trainer designation. The differential will be paid once even if an officer trains in more than one area.
12 Management reserves the right to designate trainers, determine qualifications, and remove the
13 designation with 10 days notice.
14

15 9. **Involuntary On-Call / Pager Pay:** Employees shall receive one (1) hour of pay or compensatory time
16 off subject to Section 6 B at the regular straight time rate for each eight (8) hours of assigned on-call or
17 pager duty. Employees who are assigned on-call or pager duty for less than eight (8) hours shall be paid
18 on a pro-rated basis at full hour increments.

19 An employee shall be assigned on-call or pager duty when specifically required to be available for work
20 outside his/her working hours and not subject to restrictions which would prevent the employee from
21 using the time while on-call effectively for the employee's own purposes.
22

23 No employee is eligible for premium pay compensation while on-call or pager duty except as expressly
24 stated in this article. On-call or pager duty time shall not be counted as time worked in the computation of
25 overtime hours. An employee shall not be on-call or pager duty once he/she actually commences
26 performing assigned duties and receives appropriate rate of pay for time worked.
27

28 10. **Deferred Compensation Plan:** Subject to applicable federal regulations, the County agrees to
29 provide a deferred compensation plan that provides for payment at a future date for services currently
30 rendered by the eligible employee.
31

32 11. **Overpayments and Payments in Violation of Contract:** Any employee receiving unauthorized
33 payments has the obligation to call such error to the attention of his or her supervisor as soon as the
34 overpayment is known. The County will make every effort to recover such over payments, by payroll
35 deduction over a reasonable period of time as determined by the Labor Relations Manager. Where an
36 error occurs which results in a negative impact on the employee, upon notification by the employee, and
37 verification by the payroll division, payment in correction of the error shall be made in the employee's
38 paycheck for the current pay period.
39

40 12. **Waiver of State Overtime Requirements:** To the extent allowable by law, the provisions of this
41 Article and other provisions of this Agreement constitute an express waiver of ORS 279.340 as provided
42 by ORS 279.342 (5)(b). Copies of the above cited statutes are available upon employee request to the
43 Labor Relations Section.
44

45 13. **Bi-Lingual Pay:** A differential of four percent (4%) over base rate will be paid to employees who
46 have been directed by the County to translate to and from English to another language (including the use
47 of sign language). The proficiency level for interpretation and translation skills will be assigned by
48 management.
49

50 14. **Auto Allowance:**
51

52 A. **Payment:** Payment for mileage under this addendum shall be made on a monthly basis,
53 provided the employee has accumulated twenty dollars (\$20) of mileage. No commuting mileage shall be
54 paid by the County under the terms of "Section B" through "Section D" below. In no event will payment
55 be made later than the end of the fiscal year.
56

57 B. **Incidental Use:** An employee who does not drive an automobile as a condition of
58 employment shall be reimbursed at the maximum rate per mile approved by the IRS as a nontaxable

1 expense reimbursement without documentation (which will hereinafter be referred to as "the IRS rate") for
2 miles driven at the requirement of the County.

3
4 **C. Condition of Employment Use:**

5
6 1. **Designation:** The County reserves the right under Article IV, Management Rights, to
7 determine the method of transportation for employees during working hours and may discontinue or add
8 the requirement for employees occupying certain positions to utilize an automobile as a condition of
9 employment provided the employees and Union are notified in writing ten (10) days in advance of the
10 change.

11 2. **Payment:** Upon signing of this Agreement an employee who is required to use his or
12 her personal automobile as a condition of employment shall be paid at the IRS rate and shall also receive
13 a base reimbursement of fifty dollars (\$50.00) per month, twenty-five dollars (\$25.00) per month for
14 part-time employees. To qualify for this reimbursement employees must be assigned to work in the field
15 and to use his or her personal transportation. In no event, however, shall the aforementioned base
16 payment be made in a month in which an employee drives no miles as a condition of employment.

17
18 **D. Payment Rules for Alterations in Work Site:**

19
20 1. **Temporary reporting place:** Whenever an employee is temporarily required to report
21 to work at any location more distant from his or her home than his or her permanent place of reporting,
22 the employee shall be paid for the use of his or her personal transportation at the rate provided in
23 "Section B" or "Section C" above as appropriate for additional miles traveled. This provision will not apply
24 when there is a permanent change in reporting location as determined by management with ten (10) days
25 written notice to the affected employees and the Union. In instances in which an employee has no
26 permanent reporting place, the County will designate one (1) work site as a "permanent place of
27 reporting" for purposes of mileage reimbursement.

28
29 2. **Secondary reporting place:** Whenever an employee reports to his or her permanent
30 place of reporting and is required to use his or her personal transportation to report for work at another
31 location, the employee shall be paid for the additional miles traveled to and from the secondary reporting
32 place in accordance with "Section B" or "Section C" above as appropriate. The time involved in traveling
33 from the permanent reporting place to and from the secondary reporting place to the permanent reporting
34 place shall be considered time worked for pay purposes.

35
36 E. **Incidental Parking:** Subject to procedural regulation or supervisory direction as to time, place
37 and circumstances of use, when employees on a non-commuter basis are required to use their
38 automobile for driving into downtown Portland or elsewhere where parking is charged, employees shall
39 be reimbursed for such parking charges.

40
41 **F. Bus Pass:**

42
43 1. **Statement of Purpose:** For the purposes of encouraging employees to use mass
44 transit as part of the County's ride reduction program under the Oregon Department of Environmental
45 Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the County's
46 commitment to limiting traffic congestion and promoting clean air, effective July 2004, each employee
47 shall be eligible to receive a bus pass entirely subsidized by the County for the employee's personal use.

48
49 2. **Scope of Subsidy:** The County will provide a 100% subsidy for employee bus passes.
50 However, the County may require that the employee pay a percentage if the County's subsidy exceeds
51 the IRS standard for a de minimis employee benefit. It will be the employee's responsibility to obtain the
52 necessary Photo ID from Tri-Met. Instructions for obtaining the photo ID will be available through
53 Employee Benefits and will be included in new hire packets. This program is offered only by Tri-Met.
54 However C-Tran will honor the Tri-Met all zone pass.

55
56 3. **Procedural Requirements:** The procedural requirements for obtaining the pass and
57 verification that the pass has been used solely by the employee shall be the same as apply to managerial

1 employees. Such requirements may change from time to time to ensure efficient and effective
2 implementation of the program.

3 4 5 **ARTICLE XII - WORKERS COMPENSATION**

6
7 1. **Coverage:** All members of the bargaining unit will be provided full coverage as required by the
8 Oregon Workers' Compensation Act.

9
10 2. **Seniority**

11
12 A. The period of time that an employee is off the job and unable to work by reason of a disability
13 compensable under the Workers' Compensation Law shall not interrupt his or her continued period of
14 employment with reference to accrual of seniority unless the employee's doctor, the State Workers'
15 Compensation Department or Board or the employee certifies to the County in writing that the employee
16 will be permanently disabled to such an extent that he or she will be unable to return to the County and
17 fully perform the duties of the position he or she last occupied.

18
19 B. If an employee is transferred to another classification because of a compensable injury, his or
20 her seniority shall be governed in accordance with County policy.

21
22 C. If an injured employee has been released by his or her attending physician to return to the job
23 at injury, he or she will be reinstated to that position if eligible under the provisions of ORS 659.415, or its
24 successor; provided that such reinstatement shall not violate the seniority rights, as contained elsewhere
25 in this Agreement, of any other employee.

26
27 3. **Probationary Employees:** If an employee sustains an injury during his or her probationary period, it
28 may be extended by written agreement of the Union, the employee, and the County.

29
30 4. **Supplemental Benefits:** The County shall supplement the amount of Workers' Compensation
31 benefits received by the employee for temporary disability due to occupational injury, illness or disease by
32 an amount which, coupled with Workers' Compensation payments, will insure the disabled employee the
33 equivalent of one hundred percent (100%) of his or her semi- monthly net take-home pay (as calculated
34 in accordance with Workers' Compensation regulations) subject to the following conditions:

35
36 A. Supplemental benefits shall only be payable for those days compensable under Workers'
37 Compensation Law as time loss on an approved claim. For employees with approved claims,
38 supplemental benefits shall be paid for no more than three hundred and twenty (320) hours of the
39 employee's regular working hours or for a period equal to the amount of accrued sick leave hours at the
40 time of injury, whichever is greater. Such payments shall not be chargeable to accrued sick leave.

41
42 B. To the extent not compensated by Workers' Compensation benefits, the first day of
43 occupational disability shall be compensated as time worked.

44
45 C. To the extent not compensated by Workers' Compensation benefits, the day following the first
46 day of occupational disability and the next succeeding day shall be compensated as sick leave if such
47 days would have been work days.

48
49 5. **Denied Claims:**

50
51 A. If a Workers' Compensation claim is denied, the employee's absence from work due to illness
52 or injury shall, to the extent not compensated as Workers' Compensation time loss, be subject to the
53 provisions of Article VI Sick Leave.

54
55 B. If a Workers' Compensation claim which has been denied is later held compensable upon
56 appeal, any time loss benefits shall be reimbursed by the employee to the County and the employee's
57 sick leave account credited with an equivalent number of days.

1 C. If an employee's Workers' Compensation claim is under appeal, and he or she is no longer
2 entitled to medical/dental coverage under Article X, Health and Welfare, he or she will be entitled to
3 continued coverage under federal COBRA law. The duration of such coverage will be for six months or
4 the legally mandated period, whichever is greater, provided that the employee continues to be eligible
5 and pays the premiums as required.

6
7 D. If a denied claim is later held compensable upon appeal, the employee will be entitled to:

- 8
9 1. Reimbursement of any premiums paid to the County for medical/dental benefits, and
10
11 2. Any supplemental benefits not paid in accordance with the next section.

12
13 **6. Benefits:**

14
15 A. The County shall continue to provide medical and dental benefits for an employee with a
16 compensable claim and his or her dependent(s) from the first day of occupational disability, subject to the
17 limitations of Article X, Health and Welfare, if any, for a period of one year or such longer period as may
18 be required by law.

19
20 B. The County shall continue to make retirement contributions, based upon the appropriate
21 percentage of the gross dollar amount of supplemental benefits paid, throughout the period that the
22 employee receives such benefits

23
24
25
26 **ARTICLE XIII - SENIORITY AND LAYOFF**

27
28 **1. Definitions:**

29
30 A. **Layoff:** A reduction in force in classification for reasons of lack of funds, lack of work,
31 efficiency or reorganization. Reductions in force are identified by classification within the affected
32 department.

33
34 B. **Bumping:** The displacement of the least senior regular employee by another regular
35 employee with more seniority within the classification of adult Parole and Probation Officer.

36
37 C. **Classification Previously Held:** A classification or its equivalent in which the employee
38 gained regular status and for which he or she continues to qualify.

39
40 2. **Seniority:** Seniority within classification for time served prior to July 1, 2004, shall be in accordance
41 with the list given to the Association by the County during negotiations. Seniority for time served
42 subsequent to July 1, 2004, shall be in accordance with the following rules.

43
44 A. **Determined as Follows:**

- 45
46 1. Total length of continuous service within the job classification of adult Parole and
47 Probation Officer. If a tie occurs, then
48 2. The total length of continuous service with the County. If a tie occurs, then
49 3. Filing date of the application, if available, for the classification; if a tie occurs or if the
50 filing dates of the applications are not available, then
51 4. It shall be broken by lot in a manner determined by Central Labor Relations.

52
53 B. **Computation of Seniority:**

- 54
55 1. Part-time work within the classification will count on a full time basis.
56 2. Time on authorized leave with pay shall be counted.
57 3. Time spent on a leave of absence without pay that exceeds 30 days will not count
58 4. Time spent on layoff will not be counted.

1 5. Service is broken for purposes of this article by discharge, voluntary quit, or
2 successfully completing either the transfer trial service period or promotional probation to another
3 classification position outside the bargaining unit, unless such transfer was by reason of layoff and the
4 employee remains on the layoff list, or pursuant to "Section 7" of this article.

5 6. Temporary time before permanent appointment to the Parole and Probation Officer
6 classification that is continuous, contiguous will count.

7 7. Employees who are returned to their previously held position as a Parole and
8 Probation Officer because of failure to complete either a transfer trial service period or promotional
9 probationary period will suffer no loss in seniority.

10
11 **3. Layoff:**

12
13 A. **Reassignment of regular employees During a Layoff:** Layoffs will be identified by
14 classification within the affected department. Parole and Probation Officers holding positions that perform
15 functions to be discontinued will be subject to the following in order of seniority

16
17 1. Reassignment to a position in the same classification, or if the employee does not
18 have enough seniority, then

19 2. Reassignment to a position in a classification previously held at the employee's
20 current level or demotion to a position in a classification previously held.

21 3. Change in status between full-time and part-time.

22 4. Layoff.

23
24 B. **Non-Regular Employees During a Layoff:**

25
26 1. Within the affected classification of adult parole and probation officer, temporary, non-
27 regular probationary, and other employees who do not have classified status and who are occupying
28 budgeted positions will be terminated before employees with classified status are affected by layoff.
29 Employees without status who are terminated will not be placed on recall lists and do not have bumping
30 rights.

31
32 2. An employee who has not completed a probationary period following promotion to a
33 classified position and is affected by layoff shall be returned to the position previously held.

34
35 3. Probationary employees terminated or demoted in accordance with "Subsection 1" and
36 "Subsection 2" of this article will be placed on reinstatement lists for one (1) year from the date of their
37 termination or demotion. At management's option, they may be reinstated to their former classification if
38 there are no regular employees who are on a recall list for that classification. Probationary employees
39 who are reinstated will be treated as if they have been on a leave of absence from the classification for
40 purposes of computing seniority and length of probationary period.

41
42 4. Employees will not be placed in a classification with a higher maximum salary except
43 by normal promotion procedures

44
45 C. **Layoff Processing for Employees on a Leave of Absence Without Pay**

46
47 1. **Employee notification:** Employees who are on a leave of absence without pay which
48 is scheduled to continue after the layoff effective date and whose classifications are expected by the
49 County to be affected by an upcoming layoff process will be notified in writing and given an option to
50 return from leave.

51
52 2. **Use of positions during the layoff process:** If no response is received by the
53 County within five days of written notification, or if the employee declines to return from leave of absence,
54 or if the employee is unable to return from leave of absence, the position from which the employee is on
55 leave of absence will be treated as a vacant position during the layoff process and will be available to be
56 filled by another employee who is affected by the layoff process, according to the provisions of this article.

1 **3. Return from family medical leave without pay:** After a layoff process affecting the
2 employee's classification has occurred, employees who are on Family Medical Leave without pay
3 immediately prior to returning to work will return to the position formerly held, and the employee
4 occupying that position will be reassigned according to seniority pursuant to this article.
5

6 **4. Return from other leave without pay:** After a layoff process affecting the
7 employee's classification has occurred, employees not on Family Medical Leave without pay immediately
8 prior to returning to work will be reassigned according to seniority pursuant to this article.
9

10 **5. Recalculation of seniority after leave of absence without pay:** All employees on
11 leave of absence without pay that exceeds thirty (30) days will have their seniority recalculated upon their
12 return from leave so that none of the time on the leave of absence without pay counts toward seniority
13 per "Section 2.B.4" of this article.
14

15 **D. The Bumping Process:**

16 1. Vacancies that are created and approved by the Board of County Commissioners to
17 be effective the day following the layoff date shall be treated as vacancies available during a layoff
18 process.
19

20 2. Reassignment of employees to vacant positions, if available, will always take
21 precedence over their bumping another employee; where multiple vacancies are available, the County
22 will reassign the employee to one.
23

24 3. If bumping is necessary, the least senior employee in the affected classification in the
25 department will be bumped.
26

27 4. If demotion is necessary, employees will be demoted to the classification previously
28 held that results in the least reduction in pay; if the reduction in pay is equal, employees will be demoted
29 to the position that affords the greatest seniority.
30

31 5. Full time employees will be reassigned only to full time positions and part time
32 employees will be reassigned only to part time positions, unless reassignment to the other status is the
33 only available option other than layoff.
34

35 6. Shift assignment will not have an effect on the layoff process.
36

37 7. Employees who are reassigned to a position pursuant to these provisions and do not
38 accept that position will be deemed to have resigned.
39

40 8. Employees may not be reassigned to positions under this article unless qualified to
41 perform the duties of that position. Employees may be denied rights otherwise available under these
42 provisions only if they lack knowledge, skills or abilities required for the position that are not easily
43 learned on the job within ninety (90) days.
44

45 **4. Notice and Recall List:**

46 A. Employees who are subject to reassignment, demotion, or layoff pursuant to the provisions of
47 this article shall receive a notice in writing at least fifteen days prior to such action. The notice shall state
48 the reason for the action and shall further state that the action does not reflect discredit on the employee.
49 The Union will be provided a copy of the notice.
50

51 B. Employees who are laid off, demoted, or reassigned to a lateral classification and/or
52 reassigned between full-time and part-time status will be placed on the recall lists, according to seniority.
53 Employees will be placed on all the recall lists that meet the criteria below. (For example, employees who
54 are demoted and reassigned from full-time to part-time will be placed on the recall lists for full-time
55 appointment in the current classification, for part-time appointment in the higher classification, and for full-
56 time appointment in the higher classification):
57
58

1
2 1. Employees who are laid off will be placed on the recall list for the classification held by
3 the employee at the beginning of the layoff process .
4

5 2. Employees who are demoted will be placed on the recall list for all the classifications
6 held by the employee at the beginning of the layoff process to, but not including, the one the employee
7 demoted to.
8

9 3. Employees who are reassigned to a lateral classification or to a classification
10 previously held will be placed on the recall list for the classification held by the employee at the beginning
11 of the layoff process.
12

13 4. Employees who are reassigned from full-time to part-time will be placed on the list for
14 recall to full-time assignment.
15

16 5. Employees who are reassigned from part-time to full-time will be placed on the list for
17 recall to part-time assignment.
18

19 C. Employees who are reassigned to positions in the same classification, resign, or elect to retire
20 will not be placed on recall lists.
21

22 D. Employees will remain on a recall list for twenty-four (24) months from the date of placement
23 on the list. Within that time period, employees will be removed from the recall list only under the following
24 circumstances:
25

- 26 1. Upon written request of the employee; or
- 27 2. Upon their retirement; or
- 28 3. Upon acceptance of permanent recall from the list; or
- 29 4. Upon declining an offer of permanent recall; or
- 30 5. Upon the employee's failure to respond to a certified letter sent to the employee's last
31 known address within fourteen days of mailing; or
- 32 6. Disciplinary termination for cause.
33

34 E. Employees who are laid off and are on recall list(s) and return to permanent
35 County employment for any reason will be treated as if they have been on a leave of absence without pay
36 for the purpose of computing seniority.
37

38 5. **Recall:** Employees on a recall list will be certified in order of seniority, before applicants who qualify
39 through examination. Employees on a recall list shall be offered appointment to vacancies, in order of
40 seniority.
41

42 6. **Seniority Application:** The above terms for determination of seniority shall apply not only to the
43 layoff process, but also to other situations in which seniority is applied, including total service for the
44 purpose of vacation accrual rates. For purposes of vacation bidding, the employee's original date of hire
45 with the County pursuant to "Section 2.B" of this article, shall be used to determine vacation selection in
46 accordance with Article VII, Vacation Leave, "Section 3". Seniority determinations shall have no
47 application to retirement matters. The County agrees to make available to the Union upon request copies
48 of any personnel list the County maintains regarding seniority or classification changes.
49

50 7. **Posting Process:**
51

52 A. **Seniority List Posting:** Lists showing seniority within the County and seniority within
53 classification shall be provided to the Union and posted on all Union bulletin boards on or about March 1
54 of each year or anytime an employee or employees are notified that their position(s) is being eliminated.
55

56 B. **Seniority List Appeal Process:**
57

1 of their supervisors.

2
3 **2. Posting of Work Schedules:** Work schedules showing work days and hours of work will be posted
4 on bulletin boards or otherwise made accessible to employees at all times. Management may change
5 work schedules with ten (10) days' written notice to affected employees, and with less notice in the
6 following circumstances:

- 7
8 A. Such notice is voluntarily waived in writing by the employee(s)
9 B. For the duration of an emergency.

10
11 **3. Right to Compensation for Regularly Scheduled Hours:** An employee who reports to work as
12 scheduled and is excused from duty for lack of work, or is specifically directed by his or her supervisor or
13 manager not to report to work, will be paid at his or her regular rate for the hours he or she was
14 scheduled to work.

15
16 **4. Changing Scheduled Days of Work and Days Off:**

17
18 **1. Voluntary Changes:** Changes of work days and days off will be considered voluntary
19 if they occur at the employee's request or as a result of shift bidding. During the fourteen day period
20 following the transition from one schedule of work days and days off to another, the provisions of Section
21 4, subsection A above will not apply, and, for example, the employee may have split days off.

22
23 **2. Involuntary Changes:** Changes of work days and days off will be considered
24 involuntary if they occur at the discretion of management. In addition to the provisions which apply to
25 voluntary changes, the following will apply during the fourteen day transition period:

26
27 **5. Scheduling the Work Day:**

28
29 **A. Normal Work Day:**

30
31 **1. Employees working forty hours a week:**

32
33 a. Employees working forty (40) hours per week on a schedule agreed upon
34 between the employee and supervisor as provided in section 1. A. above shall receive breaks and meal
35 periods described in this section. Employees on a continuous duty schedule per "Section C.3" below
36 shall work consecutive hours per day including the meal period.

37
38 **2. Employees working less than forty hours a week:** Employees working less than
39 forty hours a week will be scheduled to work four or more consecutive hours a day. Any meal periods to
40 which the employee is entitled will be on unpaid time, unless the employee is on a continuous duty
41 schedule per "Section C.3" below.

42
43 **B. Breaks:** Breaks provided for in this section will be on paid time.

44
45 **1. During the normal work day**

46
47 a. **Employees working six or more hours a day:** Employees scheduled to
48 work six or more hours a day are entitled to a fifteen minute break during the first half of the work day,
49 and another during the second half, provided that the break in the second half of the work day is required
50 only if the employee is scheduled to work more than two hours after the previous break or meal period.
51 Breaks for employees scheduled to work eight or ten hours in a day will be scheduled at the middle of
52 each half of the work day whenever practicable.

53
54 b. **Employees working fewer than six hours a day:** Employees scheduled to
55 work fewer than six hours a day are entitled to one fifteen minute break to be scheduled by management.

56
57 **2. While on a continuous duty schedule** Breaks for employees on a continuous duty
58 schedule are covered in "Section C.3" below.

1
2 **C. Meal Periods:**
3

4 1. **Entitlement to a meal period:** The work schedules of employees working more than
5 six hours in a work day will include a meal period. An employee who has worked eight or more hours in a
6 work day and who works two hours beyond his or her regular quitting time is entitled to a second meal
7 period.
8

9 2. **Unpaid meal periods:** Meal periods are on unpaid time unless the provisions of
10 Subsection 3 below apply.
11

12 a. **Length of the meal period:** Employees will be scheduled for a thirty-minute
13 meal period unless they request and management approves a one-hour meal period. Management may
14 rescind approval for a one-hour meal period, subject to the provisions for changing work schedules in
15 "Section I" above.
16

17 b. **Scheduling:** The meal period for employees working eight or more hours will
18 be scheduled in the middle of the work day whenever practicable. When a one-hour meal period is
19 requested and approved, management will make adjustments to the employee's starting and/or quitting
20 time, subject to the provisions for changing work schedules in "Section I" above.
21

22 3. **Paid meal periods: continuous duty schedules:** Management may assign
23 employees performing duties which do not lend themselves to duty free breaks and meal periods to a
24 continuous duty schedule. Any such assignment shall be in writing with a copy provided to the Union and
25 the Labor Relations Manager. Meal periods for such employees will be on paid time. The scheduling of
26 meal periods and breaks for affected employees will be based solely on management judgment of the
27 need for supervision of clients or involvement in other continuous duty, or may be on an "as time is
28 available" basis. Continuous duty employees may not be relieved of duty during their work day, and may
29 have to take their meals and their breaks while supervising clients or attending to other duties. Any meal
30 periods or breaks may be interrupted or missed without additional compensation.
31

32 Employees who are designated as Officer of the Day may be deemed to be on a continuous duty
33 schedule for that day. If the Officer of the Day is unable to schedule a duty-free lunch period, they may,
34 with supervisory approval, flex that time within the tour of duty period. This is not subject to the notice
35 requirements addressed above.
36

37 D. **Clean-Up Time:** Employees upon leaving work, shall be granted not more than a fifteen (15)
38 minute personal clean-up time prior to the end of each shift. The County shall provide the required
39 facilities for the employee's clean-up time. Neither party to this Agreement shall construe "clean-up time"
40 to mean "quit-early time" or "leave-early time".
41

42 **6. Uniform Time Charging Provisions:**
43

44 A. **Rounding Rule:** Time charged for all leaves and compensation for time worked under the
45 terms of this Agreement shall be subject to rounding to the nearest quarter of an hour in accordance with
46 the following rules: 0 - 7 minutes rounds to 0 hours. 8 - 15 minutes rounds to 1/4 hour
47

48 **B. Applications:**
49

50 1. **Lateness :** Employees who are less than 8 minutes late are not required to make up
51 the missed minutes and shall be paid for a full shift without charge to a leave account. Employees who
52 are more than eight (8) minutes late may be charged paid leave for time late or may be allowed to flex
53 time at the manager's discretion. Being late to work continues to be subject to discipline up to and
54 including dismissal.
55

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

1
2 3. **Leaves:** Late and early return from leaves shall be subject to the same rounding
3 practice as specified above.
4

5 4. **Work day:** The above provisions shall not be construed as a right for management to
6 extend the end of the working day beyond the normally scheduled ending time.
7

8
9
10 **ARTICLE XV - DISCIPLINE AND DISCHARGE**
11

12 1. **General Principles:** Disciplinary action will only be imposed for just cause. Progressive disciplinary
13 action shall be employed, provided that the severity of the offenses may warrant the imposition of
14 disciplinary action at any stage of progressive discipline, including immediate termination. Disciplinary
15 action shall be subject to the grievance process, except as noted below, upon the filing of a written
16 grievance at Step 1 within ten (10) days of such action.
17

18 2. **Corrective Action:** Coaching and counseling are used for behavior or performance modification, are
19 not considered disciplinary in nature and are not subject to the grievance procedure.
20

21 3. **Disciplinary Action:** Disciplinary action may include the following:
22

23 A. **Oral Reprimands:** An oral reprimand which is intended to serve as a warning that if behavior
24 or performance is not modified more severe discipline may result, and the employee is so notified, shall
25 be considered disciplinary in nature, may be the basis for further disciplinary action and may be subject to
26 the grievance procedure at Step 1 only.
27

28 B. **Written Reprimands:** A written reprimand shall be made a part of an employee's personnel
29 file for all purposes. No written reprimands will be placed into the employee's personnel file unless the
30 employee has signed the document acknowledging receipt. If an employee refuses to sign and
31 acknowledge receipt of the document, the supervisor shall note that on the document prior to submitting it
32 to the employee's personnel file. In this case, a notice shall also be sent to the Federation.
33

34 Written reprimands are subject to the grievance procedure up to Step 2. In the absence of filing a
35 grievance, employees may attach written responses to written reprimands by submitting such response
36 within five days.
37

38 C. **Suspension Without Pay:** Suspension is a commonly used form of discipline when oral and
39 written warnings have not achieved the desired results; however, it may be used sooner, when, in the
40 Employer's judgment, the employee's misconduct is of such severity progressive discipline is not
41 warranted. Suspension shall not exceed 15 days unless the result of a grievance settlement or an
42 arbitrator's award.
43

44 D. **Demotion:** Demotion, either in pay or to a lower classification, or both, may at the Employer's
45 option, be used as a form of discipline when other corrective measures have been used and/or the
46 County believes the severity of the issue is such that progressive discipline is not warranted or does not
47 warrant discharge. Demotion either in pay or to a lower classification is an optional form of discipline to
48 be imposed primarily in performance related disciplinary action.
49

50 E. **Dismissal:** The parties jointly recognize that the professional truthfulness, honesty, and
51 integrity of Parole and Probation Officers are essential to effective performance. Consequently, the
52 County may dismiss Parole and Probation Officers, for just cause which includes but is not limited to, in
53 general, misconduct, inefficiency, incompetence, insubordination, or failing to fulfill responsibilities as an
54 employee, and specifically, for stealing, lying in the line of duty, willful falsification of forms or other official
55 documents, willful omission of material fact, personal possession or use of an illegal controlled
56 substance, and legal convictions which would interfere with an employee's ability to perform as a
57 probation and parole officer
58

1 4. **Disciplinary Notice**: When the department determines that disciplinary action is appropriate, the
2 employee shall be given written notice thereof with a copy to the Union. The notice shall include:

- 3
4 A. A statement of conduct in question, inadequate performance or other cause for discipline,
5 and
6 B. A statement of the disciplinary action to be taken.

7
8 5. **Pre-Discipline Notice**: When the department believes just cause for suspension, demotion or
9 dismissal exists, the department shall give the affected employee and the Federation written notice
10 containing:

11
12 A. A statement of alleged improper conduct, inadequate performance, or other cause for
13 discipline; and

14
15 B. A statement that suspension, demotion or dismissal is being considered as a possible
16 sanction to the stated alleged improper conduct, inadequate performance, or other cause; and

17
18 C. A statement of the time (a minimum of five scheduled workdays within which the employee
19 may choose to respond to the statement of cause and the statement of discipline under consideration.
20

21 6. **Administration of Discipline**: Discipline shall be administered in a manner which will not unduly
22 embarrass the employee, consistent with the circumstances involved.
23

24 7. **Personnel Records and Information**: An employee or his or her representative, with the written
25 consent of the employee, may inspect that employee's personnel file, or any other file maintained by the
26 County. Upon written request, an employee or his or her authorized representative will be given a copy of
27 all materials in the employee's personnel file.
28

29 A. **Removal of File Materials**: Employees may request and have removed from his or her
30 personnel file any letter of reprimand which is more than two years old. Oral reprimands will not be
31 memorialized in writing and will not be placed into an employee's file. A single letter of discipline more
32 severe than a letter of reprimand which is more than 5 years old will be removed from an employee's
33 personnel file upon his or her request. If there is more than one letter imposing discipline which is more
34 severe than a letter of reprimand, none of the letter may be removed until the most recent letter is more
35 than five (5) years old. At that time, it and all previous discipline letters will be removed from the
36 employees file upon request.
37
38
39

40 **ARTICLE XVI - SETTLEMENT OF DISPUTES**

41
42 1. **Scope of Grievance Procedure**: A grievance shall be defined as, a dispute in the meaning,
43 application or interpretation of this Agreement and shall be settled in the following manner.
44

45 Once a grievance, as defined herein, is filed, the Federation shall have exclusive jurisdiction with respect
46 to the processing of such grievance. A decision in good faith by the Federation not to proceed to the next
47 step in the grievance procedure or to arbitration shall be final and binding on all parties, including the
48 grievant.
49

50 Employees shall be assured freedom from reprisal for use of the grievance procedure.
51

52 A chief steward will be assigned by the Federation. The chief steward will assign stewards to specific
53 work areas. A steward may not process a grievance in any other work area than the one to which he or
54 she is assigned unless approved to do so by the Federation chief steward. The names of the stewards
55 and other Federation representatives who may represent employees will be provided in writing to the
56 County by the Federation.
57

1 Employees meeting with stewards to process a grievance, and stewards conducting investigatory
2 interviews will be permitted to do so without loss of pay during working hours. All efforts will be made to
3 avoid disruptions and interruptions of work.

4
5 **2. Grievance Procedure:** Should an employee believe that his/her rights under a specific provision of
6 this Agreement have been violated, the matter shall be reported by the employee to his/her supervisor,
7 within ten working days of the date the employee knew or reasonably should have known of the
8 occurrence giving rise to the grievance. If the grievance is against the employee's direct supervisor, the
9 employee may elect to file the grievance with the District Manager. The parties will attempt to resolve
10 complaints informally prior to filing a formal grievance.

11
12 A. **Step 1.** If not resolved informally on this basis between the employee and supervisor, the
13 employee, together with his/her Federation representative, shall within ten working days of the date of the
14 informal meeting, submit the matter, in writing, to the employee's immediate supervisor and to the
15 Personnel Division. The written grievance shall include:

- 16 1. The name and position of the employee.
- 17 2. The date of the circumstances giving rise to the grievance.
- 18 3. A clear and concise statement of the grievance including the relevant facts necessary
19 to reach a full and objective understanding of the employee's position.
- 20 4. The specific provision or provisions of this Agreement alleged to have been violated.
- 21 5. The remedy or relief sought by the employee.
- 22 6. The signature of the employee.

23
24
25 Within ten working days after receipt of such report, the immediate supervisor shall attempt to resolve the
26 matter and submit his/her answer in writing, to the employee and his/her Federation representative.

27
28 B. **Step 2.** If the grievance has not been settled, it may be presented in writing by the
29 Federation representative to the department head within ten working days after the supervisor's response
30 is due. The department head or his/her designee shall respond to the Federation representative in
31 writing within ten working days.

32
33 C. **Step 3.** If the grievance has not been settled, it may be presented in writing by the Federation
34 representative to Labor Relations within ten working days from the date of such response.

35
36 D. **Step 4.** If the grievance still remains unresolved, the Federation may submit the matter in
37 writing to binding arbitration but must do so within ten working days following receipt of Labor Relation's
38 response.

39
40 **3. Arbitration:** Within ten working days after notice has been given, the Federation shall request the
41 State Employment Relations Board to provide a panel of five Oregon arbitrators. A flip of the coin shall
42 determine which party shall strike first. The parties shall each alternately strike two names. The
43 remaining name on the list shall be the arbitrator. The power of the arbitrator shall be limited to
44 interpreting this Agreement and determining if the specific alleged violation occurred and to resolve the
45 grievance within the terms of this Agreement.

46
47 The decision of the arbitrator shall be binding on both parties; however, s/he shall have no power to alter,
48 modify, amend, add to or detract from the terms of this Agreement. The arbitrator's decision shall be
49 within the scope and terms of the agreement and in writing. Any decision of the arbitrator may provide
50 retroactivity not exceeding 60 days prior to the date the grievance was first filed, and it shall state the
51 effective date of the award.

52
53 The arbitrator's fee and expenses shall be paid by the losing party. Each party shall be responsible for
54 compensating its own representatives and witnesses. If, in the opinion of the arbitrator, neither party can
55 be considered the losing party, then such expenses shall be apportioned as, in the arbitrator's judgment
56 is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for
57 which payment is to be made.

1 4. **Time limits:** Any or all time limits and steps specified in the grievance procedure shall be binding on
2 both parties. Failure to comply with a time limit shall advance the grievance to the next step of the
3 grievance process. The time limits and procedures specified in this Article may be extended or waived by
4 written mutual agreement of the parties. A grievance may be terminated at any time upon receipt of a
5 signed statement from the Federation that the matter has been resolved.
6
7
8

9 **ARTICLE XVII - WORKLOAD / TRAINING / PERFORMANCE EVALUATION**
10

11 1. **Workloads and Standards:** It is the County's right to establish the workload for employees. In
12 addressing the assigned workload, the employee's supervisor may establish reasonable job performance
13 standards. Such standards shall be posted, or individually stated, to each affected employee, in order to
14 assure advance comprehension and understanding of performance requirements. No employee shall be
15 subject to disciplinary action for failure to meet standards of performance unless such employee has
16 been fully advised of such expected performance standards, in advance of the work period in question.
17

18 2. **Employee Development and Training:** Any time an employee is specifically required by
19 management to participate in any development and training it shall be considered time worked for pay
20 purposes, and all tuition, texts, training materials, and other expenses incident to such employee's
21 participation shall be assumed by the county. The County may subsidize an employee's participation in
22 non-mandatory training or education based on relevance to the employee's job. The subsidy may be
23 made in the form of a partial or total reimbursement for expenses and/or time off with pay for part or all of
24 the time required to attend.
25

26 3. **Performance Evaluation:** The County may implement and maintain a performance evaluation
27 process involving members of the bargaining unit. Employee/s shall have the right to attach a response to
28 any evaluations prior to being placed in their personnel files. No evaluations will be placed in an
29 employee's personnel file unless that employee has reviewed and signed the evaluation acknowledging
30 the receipt of a copy of the evaluation. No evaluations or employee responses will be admissible in any
31 disciplinary or arbitration hearing. All performance evaluations shall be signed by the employee's
32 supervisor, who shall bear ultimate responsibility for the content of the evaluation.
33
34

35 **ARTICLE XVIII - GENERAL PROVISIONS**
36

37 1. **No Discrimination**
38 **A. Contractually Prohibited Discrimination**
39

40 1. The provisions of this Agreement shall be applied equally to all employees in the
41 bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national
42 origin, sexual orientation, political affiliation, gender identity, source of income or family status. It is
43 further agreed that there will be no discrimination against a person with a disability unless bona fide job
44 related reasons exist as provided by the Americans with Disabilities Act and rules promulgated under its
45 terms.
46

47 2. The Federation shall share equally with the County the responsibility for applying the
48 provisions of the Agreement; provided that this responsibility shall be limited to those matters under the
49 Federation's influence or control, including but not limited to the behavior of shop stewards and the
50 contents of Federation bulletin boards.
51

52 **B. Legally Prohibited Discrimination and County Complaint Procedure** The County will
53 maintain a complaint procedure for allegations of discrimination in violation of law.
54

55 2. **No Prejudicial Harassment**
56

57 **A. Prejudicial Acts Prohibited:** The County and the Federation shall not condone and/or
58 tolerate prejudicial remarks, actions, slurs, and jokes directed at, or expressed that are offensive to

1 persons with disabilities, or are based on race, religious preferences, sexual orientation, gender identity,
2 national origin, familial status or source of income.

3
4 **B. Sexual Harassment Prohibited:** No employee(s) shall be subjected to un-welcomed sexual
5 advances, requests for sexual favors, or any form of verbal or physical conduct of a sexual nature that is
6 offensive, hostile or intimidating that interferes with the work performance of such employee(s).

7
8 **3. Federation Member Rights:** The County agrees not to interfere with the rights of employees to
9 become members of the Federation, and there shall be no discrimination, interference, restraint, or
10 coercion by the County, or any County representative, against any employee because of Federation
11 membership or because of any employee activity in an official capacity on behalf of the Federation, or for
12 any other cause. Nothing in this section shall be construed to limit the county's right to effectively and
13 efficiently run the County's operations.

14
15 **A. Access to Workers:** Authorized representatives of the Federation may visit the work
16 locations of employees covered by this agreement at reasonable times, provided such visitations do not
17 interfere with the work of the employees.

18
19 **B. Federation Negotiators:** Employees selected by the Federation to act as federation
20 representatives for the purpose of negotiating amendments or modifications to this agreement shall be
21 known as the Federation of Oregon Parole and Probation Officers Negotiating Committee. The names of
22 employees so designated shall be certified in writing to the County by the Association. All negotiation
23 meetings with the County shall be held during working hours and without loss of pay for a maximum of
24 five (5) Parole and Probation Officers.

25
26 **C. Union Business:** Elected officers and negotiators will be allowed a reasonable amount of
27 work hours to handle labor relations matters. This will include that time necessary to attend Labor-
28 Management meetings when scheduled by mutual agreement.

29 **D. Communication with Members:**

30
31 **1. Bulletin Boards:** The County agrees to provide suitable bulletin boards and allow
32 convenient places within each work area for purposes of communication with Federation members. The
33 Federation shall limit its postings of notices and bulletins to such boards. All postings by the Federation
34 shall be dated by the Federation posting member.

35
36 **2. Electronic Mail and Internet Connections:** County computers may be used for
37 Union business involving E-Mail or Internet connections when such use is de minimis and incidental, such
38 as arranging a meeting with a fellow shop steward or Council representative. Computer use may be
39 further used for the purpose of conducting an investigation of a grievance, interacting with the County's
40 Representatives concerning Union-County Business, on the employees own time, and to link to a Union
41 Internet site. The uses outlined may continue only to the extent that they are at no additional cost to the
42 County, and are contingent on the continued use of the cited computers, Internet connection, intranet
43 connection for other County purposes. The Content of any and all communications using the County
44 computer system is not privileged and may be subject to County review.

45
46 **4. Rules:** All work rules shall be subject to discussion with the Union before becoming effective. The
47 County agrees to make available to each employee in the bargaining unit a copy of all existing work rules
48 and to provide a copy of new rules before their effective date, when possible. New employees shall be
49 provided a copy of the rules at the time of hire. Any dispute to the reasonableness of any new rule, or
50 any dispute involving discrimination in the application of new or existing rules may be resolved through
51 the grievance procedure.

52
53 **5. Changes in Existing Conditions:**

54
55 **A.** Existing working conditions shall be changed only after the Federation has been afforded
56 opportunity to make suggestions and shall not be for arbitrary or capricious reasons. The County shall
57 post changes in existing working conditions prominently on all bulletin boards for a period of not less than
58 fourteen (14) days before the changes are to be effective.

1
2 B. Disputes regarding the change of existing working conditions shall be resolved through the
3 grievance procedure beginning at Step 3.
4

5 C. No payment of monies made in error, or not authorized by proper authority, shall be
6 considered an existing condition. Such payments shall be governed Article IX, Section 4.
7

8 D. Conditions relative to and governing working conditions of a particular nature are contained in
9 Addenda B through D to this Agreement, which are attached and by this reference made a part hereof as
10 though fully set forth herein.
11

12 6. Loss of Personal Property

13
14 A. Procedure for Advancing Claims: Employees who suffer a loss of personal property on
15 County premises shall be provided a claims form by the Risk Management Division upon request.
16 Premises, for this purpose, are defined as County facilities and vehicles. The Risk Management Division
17 shall provide the requesting employee with a determination in writing by the County of the legal liability
18 the County may have in the matter. The County will pay claims for which it determines it has legal
19 liability.
20

21 B. Exclusion of Personal Vehicles: Unless authorized for County business, personal vehicles
22 are expressly excluded from this provision. Loss or damage to employees' personal vehicles are the sole
23 responsibility of the employee.
24

25 7. Labor Management Committee: The parties agree to the principles of labor management cooperation
26 in order to promote harmonious relations and provide internal communications. The committee will
27 determine the schedule and frequency of meeting. Federation members to the Labor Management
28 Committee will be released with pay to attend meetings. These meetings will not take the place of
29 collective bargaining nor will they result in decisions about matters that are mandatory subjects of
30 bargaining.
31

32 ARTICLE XIX - SAFETY AND HEALTH

33
34
35 1. Facility Standards Maintenance: The County agrees to abide by and maintain in its facilities and
36 work operation standards of safety and health in accordance with the State of Oregon Safe Employment
37 Act.
38

39 2. Safe Place of Employment: It is the responsibility of the County to make every reasonable effort to
40 provide and maintain a safe place of employment. It is the responsibility of all employees to practice safe
41 working habits and to report any observed unsafe conditions immediately. The Employee will report any
42 personally observed unsafe practice or conditions to the immediate supervisor. The Labor Management
43 committee shall seek to resolve any differences in interpretation or practice as what constitutes an
44 unsafe practice or condition.
45

46 3. First Aid Kits: The County shall provide first aid kits in sufficient quantity to serve the employees at
47 each work location.
48

49 4. Protective Clothing: If any employee is required to wear protective clothing, such protective clothing
50 shall be furnished to the employee by the County. The initial cost of purchase and tailoring will be paid by
51 the County.
52

53 5. Vehicles: Each vehicle which is provided for use by Parole and Probation Officers shall be properly
54 maintained in a safe and serviceable condition. Each vehicle will have in it a first aid kit, a fire
55 extinguisher, two communicable disease kits and jumper cables.
56

57 6. Safety Equipment: Body armor will be provided to all field Officers and replaced by the County per
58 manufacturer's warranty.

1
2
3 **ARTICLE XX – DEFENSE OF CIVIL CLAIMS**
4

5 1. **Legal Defense:** the employer shall provide legal counsel to any current or former employee in
6 connection with any civil action brought against him or her arising out of the performance of his or her
7 duties in accordance with ORS 30.260 – 30.300. Employees will be made aware of any claim or action
8 involving the employee within a reasonable amount of time after the Department becomes aware of such
9 claim or action; provided, however, that such notice will not be given more than thirty (30 days from the
10 date the Department is made aware of such action.
11

12
13 **ARTICLE XXI - USE OF FORCE**
14

15 This policy will be a combined effort between the County and FOPPO.
16

17
18 **ARTICLE XXII - PENSIONS**
19

20 1. **Pension:**
21

22 A. **PERS/OPSRP Membership:** Employees shall be eligible for participation in the Oregon
23 Public Employees Retirement system (PERS) (coverage for Police Officers and Firefighters) and the
24 Oregon Public Service Retirement Plan (OPSRP) (coverage for Police Officers and Fire Fighters),
25 pursuant to ORS Chapters 237, 238, and 238A and subject to the terms and conditions of the Agreement,
26 dated January 22, 1982, integrating the Multnomah County Employees' Retirement System and PERS,
27 such Agreement having been entered into between the Oregon Public Employees' Retirement Board and
28 Multnomah County pursuant to the former provisions of ORS 237.051(now ORS 238.680).
29

30 B. **PERS /OPSRP "Pick-Up" and "Pick-Up" Under IRC Section 414 (h) (2):**
31

32 (1) The County shall "pick-up" the employee contribution to PERS or OPSRP, six
33 percent (6%), as permitted by ORS 238.205(5)(a) and ORS 238A.330. The parties acknowledge that the
34 pick up payment is inapplicable to employees who are not PERS or OPSRP members due to insufficient
35 service. If for any reason the "pick up" shall become no longer legally available, the County shall on the
36 last payroll period of this Agreement increase the wages of any affected employees by six percent and
37 return to the limited "pick up" in effect on June 30, 1998, including but not limited to the terms of
38 compensation then in effect for non-PERS members. Pursuant to ORS 238.205(6) and ORS
39 238A.335(1) and (2)(a), the parties agree and acknowledge that employee compensation was reduced
40 in order to generate the funds needed to make these employee contributions to the employee accounts;
41 the employer will file any required notices with the Public Employees Retirement Board.
42

43 (2) OPSRP Employer Contribution. Pursuant to ORS 238A.340, the employer
44 agrees to make employer contributions to the individual account program of its OPSRP members in an
45 amount equal to 6% of salary.
46

47 (3) To the extent allowable by law, the required employee contribution of 6% of
48 wages to PERS is deemed to be "picked up" by the County for the limited purposes of Section 414(h)(2)
49 of the Internal Revenue Code and any related federal or state tax policies.
50

51 (4) Sick Leave in Application to Final Average Salary (PERS): In accordance with
52 the terms and limitations of ORS 238.350, one half (1/2) of the accumulated unused sick leave with pay
53 will be applied to final average salary for the purpose of pension benefit determination.

54 2. **Retiree Medical Insurance:**
55

56 A. **Definitions:** For purposes of this section, a "retiree" refers to a person who retired from the
57 County on or after the execution date of this Agreement and, at the time of retirement, occupied a

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

3
4 **B. Right to Participate:** Except as otherwise provided by this section, retirees may continue to
5 participate in the County medical plan available to members. Coverage of eligible dependents uniformly
6 terminates when coverage of the retiree terminates, except as otherwise required by applicable state or
7 federal law.

8
9 **C. Choice of Plan:** To the extent members are permitted to choose from among two (2) or more
10 medical insurance plans, retirees shall be permitted to choose between the same plans under the same
11 conditions and at the same time as apply to members. Retirees participating in the members' medical
12 insurance plan shall be subject to the application of any change or elimination of benefits, carrier,
13 administrator or administrative procedure to the same extent and at the same time as members.

14
15 **D. Retiree Responsibilities:** The retiree shall be responsible for promptly notifying the Benefits
16 Administrator, in writing, of any changes in the retiree's current address and of any changes in retiree or
17 dependent eligibility for coverage.

18
19 **E. Eligibility for County Payment of One Half of Premium:** The following terms related to
20 benefit payments, service, and age requirements shall also apply:

21
22 **1. Payment at 58:** The County shall pay one-half (1/2) of the monthly medical insurance
23 premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-eighth (58th)
24 birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or
25 eligibility for Medicare, whichever is earlier, if the retiree had:

26
27 a) five (5) years of continuous County service immediately preceding
28 retirement at or after age fifty-eight (58) years, or

29
30 b) ten (10) years of continuous County service immediately preceding
31 retirement prior to age fifty-eight (58) years, or

32
33 **2. Payment at 55 or earlier:** The County shall pay one-half (1/2) of the monthly medical
34 insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-fifth
35 (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death,
36 or eligibility for Medicare, whichever is earlier, if the employee had:

37
38 a) Thirty (30) years of continuous service with employers who are members
39 of the Oregon Public Employee Retirement System and twenty (20) or more years of continuous County
40 service immediately preceding retirement; provided, however that employees employed on or before July
41 1, 1992, who are eligible for PERS regular retirement with 30 years of PERS service and twenty (20)
42 years of County service shall be eligible for County payment of half the medical premium without waiting
43 until age fifty-five (55) or

44
45 b) Ten (10) years of continuous County service immediately preceding
46 retirement in the event of disability retirement.

47
48 **F. Eligibility for Medicare:** Actual application for Medicare shall not be required for a finding that
49 a retiree is "eligible for Medicare" under "Subsection E" of this section.

50
51 **G. Part-Time Prorating:** Part-time service in a regular budgeted position shall be pro-rated as
52 half for purposes of the service requirements under "Subsection E" of this section. (For example,
53 part-time service for two (2) months would equal one (1) month toward the applicable service
54 requirement.)

55
56 **H. Requirement to Continuously Participate:** In addition to the other requirements of this
57 section, continued medical plan participation or benefit of County contributions is conditioned on the
58 retiree's continuous participation in the member's medical insurance plan from the time of retirement, and

1 upon the retiree's timely payment of the applicable retiree portion (i.e., 50% or 100% as applicable) of the
2 monthly premium. Failure to continuously participate or make timely and sufficient payment of the
3 applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section.
4 Payments by retirees of their portion of the monthly premiums under this section shall be timely if the
5 retiree has directed PERS to regularly deduct his or her portion of the monthly premium from his or her
6 pension check and remit the proceeds to the County's collection agent, or if the retiree has directed the
7 County's collection agent to invoice or electronically transfer funds (EFT) from his or her account. The
8 Central Human Resources Division shall inform the retiree at the time he or she signs up for continued
9 medical insurance coverage of the identity and address of the County's collection agent and shall
10 thereafter inform the retiree of any change in collection agent at least forty-five (45) days prior to the
11 effective date of such change.
12

13 **I. State and Federal Tax Offset:** In the event County medical insurance premium payments on
14 behalf of retirees or their dependents are made subject to state or federal taxation, any additional costs to
15 the County shall be directly offset against such payments required under this section. (For example, if
16 the effect on the County of the additional tax is to increase the County's outlay by an amount equivalent
17 to ten percent (10%) of aggregate monthly retiree premium, the County's contribution shall be reduced to
18 40% of premium so that net County costs will remain unchanged.)
19
20
21
22

23 **ARTICLE XXIII – MODIFICATION OF WORK PERFORMED: CONTRACTING**

24

25 1. Unless mutually agreed, the County will not contract out or subcontract any work now performed by
26 employees covered by this Agreement when such would result in layoff of any bargaining unit
27 employee(s) and the County is unable to find suitable or comparable alternate employment for the
28 employee(s). However, this provision shall not apply to contracting out or subcontracting work when such
29 was anticipated and considered as part of the budgeting process and when the Association
30 Representative and/or President have been notified of the specific plan and its probable impact at least
31 thirty (30) days prior to adoption of the annual executive budget or formal Board consideration of budget
32 modifications.
33

34 2. The County agrees to meet with the Association to discuss the effect of proposed contracting out or
35 subcontracting prior to the presentation of the proposal to the County Chair or Board for formal Action.
36

37 3. The County further agrees to meet with the Association at its request to explore the alternative work
38 force reduction by attrition. The County also agrees that to the extent practicable transfers shall be made
39 to open vacancies and re-employment of employees affected by such action shall occur for as long as
40 they are so qualified in accordance with established layoff guidelines. The Association agrees to assist
41 the County in minimizing the impact on such affected employee(s).
42
43
44
45

46 **ARTICLE XXIV – SHIFT AND WORK ASSIGNMENT**

47

48 1. **Vacancy:** A vacancy shall exist when:
49

50 A. The employee assigned to a budgeted position abandons such position because of transfer,
51 promotion, or demotion to another position or County agency; or upon voluntary or involuntary termination
52 of County employment;
53

54 B. Additional budgeted positions are allocated;
55

56 C. Workload requirements necessitate reallocation of duties for a period in excess of ninety (90)
57 days, for example, a training assignment or assignment to another unit with a workload issue;
58

1 D. When an employee is on unpaid leave that will exceed ninety (90) days.
2

3 **2. Temporary and Short Term Work Assignments:**
4

5 A. **Ninety Days or Less (Short Term Assignments) & Employee Rotation Plans:** Work
6 assignments and employee rotation plans of ninety (90) days or less shall be solely at the discretion of
7 management. Following such a short term assignment, the employee will be returned to his or her
8 permanent assignment.
9

10 To further employee development or motivation, the County may rotate employees in the same
11 classification between job assignments within a work unit or between work units, subject to the following
12 limitations:
13

- 14 1. Any such rotation plan shall be posted ten (10) days in advance with a copy provided to
15 the Union.
- 16 2. The terms and criteria of the rotation plan shall apply to all employees in the affected job
17 classification within a work unit or work units.
- 18 3. The County shall have a plan to reasonably cover the transferred employees permanent
19 assignment.
20

21 B. **Six Months or Less (Temporary Assignments):** If the work assignment is for more than
22 ninety (90) days, but no longer than six (6) months, it shall be deemed a temporary assignment, and shall
23 be filled in the following manner:
24

- 25 1. Management will provide employees a notice of the assignment, the person to
26 contact, and the deadline for consideration.
27
- 28 2. The assignment shall be filled on the basis of seniority, provided the employee is
29 able to perform the work in question.
30
- 31 3. Following such a temporary assignment, the employee will be returned to his or
32 her permanent assignment.
33

34 3. **Permanent Shift/Work Assignment:** A permanent vacancy is a vacancy determined by management
35 to be for a duration of over six (6) months. Whenever there is more than one shift or work assignment
36 within the same job classification within a work unit, permanent vacancies shall be filled in the following
37 manner:
38

39 A. Management will provide employees a notice of such vacancy, the person to contact, and the
40 deadline for consideration.
41

42 B. The vacancy shall be filled on the basis of seniority provided the employee is able to perform
43 the work in question and has indicated his or her preference in writing. Exceptions to seniority preference
44 assignment may be made in the following situations:
45

46 1. In regard to work assignment only, when a less senior employee is substantially more
47 qualified for the position in question. For purposes of this article, the following factors may be considered
48 qualifications for assignment to a work assignment; however, even these factors will be evaluated on a
49 case-by-case basis:
50

- 51 a. Employee must have successfully completed their probationary period;
- 52 b. Employee is not on a work improvement plan or currently subject to
53 discipline;
- 54 c. Unique or particularly strong skills developed as a result of previous
55 experience, training, education, desire and interest.
- 56 d. Training history and/or certification that demonstrate a willingness to
57 participate in ongoing training in order to maintain proficiency and
58 expertise.

- e. Required certification, such as CADC, Mental Health licensure or Alcohol/Evaluation certification.
- f. Ability to develop, interact and maintain a working relationship with a specific group of stakeholders and treatment providers.
- g. Knowledge of the issues related to the current offense(s), including criminal history and behavior patterns that require a certain level of expertise and a unique set of supervision skills.

C. In the event no expression of preference exists for a shift or work assignment, management may fill a vacancy with the least senior qualified employee in the work unit. Involuntary changes in shift assignment shall require ten (10) days' advance written notice to the affected employee.

D. When a new work assignment with substantially different duties is created, it shall be posted for ten (10) days to permit employees to indicate their preference for the assignment.

4. **Trial Service Periods:** Upon appointment to a new permanent work assignment, including transfers, and specifically including any lateral transfer to another classification, the employee will serve a trial service period of one hundred and twenty (120) days to demonstrate his or her ability to fulfill the requirements of the assignment. If the employee does not satisfactorily fulfill the requirements of the assignment, such employee will be returned, first, to his or her previous work assignment, or if it is not available, to a vacant position. Such determination of satisfactory performance within the one hundred and twenty (120) day trial service period will be made by management.

5. **Work Unit and Work Assignment Determination and Specification**

A. **Departmental Determination:** Each Department, either directly at the Departmental level, or by delegation, shall determine the work units and work assignment structure of its organization and may change this determination from time to time to reflect changes in the organization's structure and/or needs. For example, a Department which has defined its service delivery sites as work units, and major functions within those sites as work unit assignments, may choose to treat the entire Department as a work unit with the site locations as work assignments. Whenever practicable, to ensure communication with employees and discussion of the implementation process and/or of alternatives, the Department will notify the Union thirty (30) days in advance of any planned change in the determination of work units.

When changes in the Department structure and/or needs result in the need to make changes to an employee's geographic work location, management will seek qualified volunteers from the affected geographic work location. If there are no qualified volunteers for the change, the least senior qualified employee at that location shall be moved with no less than thirty (30) working day notice period.

B. **Listing of Units:** In order to assist the Union in enforcing the terms of the Agreement both in this article as well as in others, the County will provide no later than April 1 of each year a comprehensive listing of all work units within the County by Department.

ARTICLE XXV - SAVINGS CLAUSE

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply to the specific Article, Section or portion thereof, directly specified in the decisions; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

ARTICLE XXVI - ENTIRE AGREEMENT

This document constitutes the sole and complete agreement between the Federation and the County and embodies all the agreed to terms and conditions governing the employment of the employees in the

1 negotiating unit. The parties acknowledge that they have had the opportunity to present and discuss
2 proposals on any subject which is or may be subject to negotiation. Any prior written or unwritten
3 commitment or agreement between the County and the Federation is hereby superseded by the terms of
4 this agreement. Nothing in this article shall preclude the parties during the term of this agreement from
5 voluntarily entering into amendments to the Agreement; nor shall the Federation and the County Chair or
6 his or her designee(s) for labor relations be precluded from voluntarily entering into Memoranda of
7 Understanding, Interpretation, or Exception concerning matters of contract administration.
8
9

10 ARTICLE XXVII - TERMINATION

11
12 This Agreement shall become effective as of the 1st day of July, 2004, and shall remain in full force and
13 effect until the 30th day of June, 2007, and each year thereafter, unless either party shall notify the other
14 in writing no later than March 1, that it desires to modify this Agreement. In the event notice to modify is
15 given, negotiations shall begin no later than April 1. The contract shall remain in full force and effect
16 during the period of negotiations and any Arbitration process.
17
18

19 ADDENDUM A

20 WAGES

21
22
23 Wages Effective July 1, 2004: Effective July 1, 2004, the straight-time base hourly wage of employees
24 covered by this agreement is established as Table I of Addendum A.
25

26 Reopener for 2005-2006: Parties agree to reopen Addendum A, Table I Wages no later than May 1,
27 2005, for July 1, 2005 rates. All other Articles and terms of the Agreement shall continue without
28 interruption for the term thereof.
29

30 Reopener for 2006-2007: Parties agree to reopen Addendum A, Table I Wages and two other articles
31 each of their choice no later than April 1, 2006 for July 1, 2006 rates. All other Articles and terms of the
32 Agreement shall continue without interruption for the term thereof.
33
34

35 ADDENDUM A – TABLE I, WAGES

	Step	Step	Step	Step	Step	Step	Step	Step
	1	2	3	4	5	6	7	8
Parole and Probation Officer	<u>20.40</u>	<u>21.43</u>	<u>22.49</u>	<u>23.61</u>	<u>24.79</u>	<u>26.03</u>	<u>27.33</u>	<u>28.70</u>

38
39
40 Effective July 1, 2004, each Parole and Probation Officer will be placed on the following Steps.
41
42

43 Employees at steps 1 and 2 will be placed at step 1.

44 Employees at step 3 will be placed at step 2.

45 Employees at steps 4 and 5 will be placed at step 3.

46 Employees at steps 6, 7, and 8 will be placed at steps 4, 5, and 6 respectively.

47 Employees at steps 9 and 10 will be placed at step 7.
48

49 **Exception:** Employees with 20+ years as a PPO for Multnomah County or the State of
50 Oregon will be placed at step 8.
51
52

1 **ADDENDUM B – LEAD WORKER ASSIGNMENT AND PAY**

2
3 **1. Duties Defined:** A Lead Worker assignment involves certain limited supervisory and administrative
4 duties which are deemed not to warrant a separate classification. These duties include, but are not limited
5 to: laying out the work for other employees, balancing the work, directing the work, reviewing the work
6 and employee conduct for adherence to standards and rules, and making such reports as may be
7 required to supervisory employees. Lead Workers typically spend a substantial portion of their time in
8 performing the duties of the base classification. Normally, the employees directed by a Lead Worker are
9 in the same classification, but additional classifications are sometimes involved. An employee assigned to
10 be a Lead Worker will not impose or effectively recommend (as that term is intended in Oregon law)
11 formal discipline, i.e. a letter of reprimand or above. Lead Workers shall not issue oral reprimands. Lead
12 Workers shall not be present when discipline is issued. Lead Workers shall not prepare or issue
13 performance evaluations and any involvement of Lead Workers in performance evaluation shall conform
14 to the restrictions of Article XVII, "Section 3.

15
16 **2. Assignment, Selection, Modification, and Termination:** Assignment and selection of Lead
17 Workers shall be at the sole discretion of the County. Lead worker assignments for over sixty continuous
18 days will be posted in the affected work unit for no less than five work days. Employees in the work unit
19 interested in the lead worker assignment shall submit a letter of interest to the unit manager and will be
20 considered for the assignment. An employee assigned as a Lead Worker for one year or more shall be
21 given ten (10) days notice prior to the termination of such an assignment. A copy of the termination notice
22 will be simultaneously given to the Union. Significant modifications of Lead Worker duties deemed by the
23 County to warrant a modification in the amount of compensation shall also be with ten (10) days notice,
24 with notice to the union of such change. All lead worker assignments will be reviewed for continuation at
25 least annually.

26
27 **3. Pay:** The Lead rate for the Probation / Parole Officer Classification shall be calculated by increasing
28 the base hourly pay rates by six and eight-tenths percent (6.8%)
29
30

31 **ADDENDUM C – SENIORITY LISTING**

32
33 Effective July 1, 2004, the Seniority Listing for Federation members is as follows:
34

FOPPO Seniority Report
Department of Community Justice
Probation/Parole Officer

Senior Order	Emp.Nb	Name	Class Seniority	Countywide Seniority
1	2077	Velez, Raymond N	2/17/1976	2/17/1976
2	3334	Wolsky, Myra A	8/9/1978	8/9/1978
3	3030	Murray, Carol A	11/13/1978	11/13/1978
4	171	Monagon, Lawrence V	8	11/13/1978
5	4677	Hendry, Janet M	2/17/1980	2/17/1980
6	2934	Rath, Allan R	6/16/1980	6/16/1980
7	5646	O'Neil, Margaret A	8/19/1980	8/19/1980
8	348	Johnson, Kim L	10/13/1980	10/13/1980
9	666	Lehman, Philip M	0	10/13/1980
10	1092	Fabbiano, Francine M	4/18/1981	4/18/1981
11	283	Henley, Diane R	1/10/1983	1/10/1983
12	1207	Bordeaux, David A	6/1/1983	6/1/1983
			1/3/1984	1/3/1984
			3/1/1984	3/1/1984

13	3943	Rangel, Alfredo	1/14/1985	1/14/1985
14	3966	Paul, David C	2/27/1985	2/27/1985
15	3098	Bryant, H C	8/1/1985	8/1/1985
16	3348	Branzell, Robyn A	8/18/1985	8/18/1985
17	3017	Rath, Susan L	8/26/1985	8/26/1985
18	5477	Davis, Laura	1/7/1988	9/15/1987
19	4597	Connors, Evonne	1/12/1988	1/12/1988
20	3694	Landis, David D	2/1/1988	2/1/1988
21	763	Jackson, Wendy R	3/30/1988	3/30/1988
22	3109	Johnson, Juanita V	6/16/1988	6/16/1988
23	6648	Oatley, Paula R	7/11/1988	7/11/1988
			11/25/198	
24	3319	Thompson, Nicole A	8	11/25/1988
25	4679	Davis, William	1/25/1989	1/25/1989
26	3386	Bunch, Carrie F	8/5/1989	3/25/1989
27	5875	Jensen, Christine E	8/23/1989	8/23/1989
			10/21/198	
28	4248	Ness, Deborah L	9	7/10/1988
			10/18/199	
29	6700	Padilla, Steven A	0	10/22/1988
30	2693	Brown, Linda A	11/9/1990	11/9/1990
31	484	Williams, Rhone L	5/9/1991	5/9/1991
32	3501	Nelson, Cheryl L	7/1/1991	7/1/1991
			11/18/199	
33	3187	Leonard, Michael D	1	11/18/1991
34	5025	Peach, Douglas C	3/2/1992	3/2/1992
35	6126	Jones, Stefan D	6/1/1992	10/26/1987
36	3056	Goodman, Maura D	7/19/1993	7/19/1993
37	1117	Belsinger, Sally A	10/4/1993	10/4/1993
38	6417	Taylor, David F	3/7/1994	11/29/1993
39	872	Walcutt, Susan E	3/7/1994	3/7/1994
40	2893	Rorick, Sandra J	4/24/1994	5/9/1988
41	2572	Wilson, Deborah A	6/15/1994	9/18/1989
42	6337	Waymire, Clyde R	7/25/1994	2/23/1989
			10/17/199	
44	2127	Rood, Rovelte R	4	5/13/1988
			10/24/199	
45	2240	Jackson, Wenelle A	4	10/24/1994
			11/20/199	
46	1465	Toronto, Cynthia L	4	4/22/1991
47	3255	Martin, Russ J	2/27/1995	8/8/1990
48	1645	Andersen, Deanna L	6/30/1995	6/10/1991
49	4577	Tagliavento, Dominic	9/20/1995	9/20/1995
50	376	Carver, Gregory L	2/5/1996	5/16/1994
51	3411	Roberg, Peter J	3/18/1996	3/18/1996
52	5466	Anderson, Robb E	4/22/1996	9/14/1988
53	6404	Swan, Noreen A	6/5/1996	10/8/1993
54	1612	Menezes, Francisco P	12/9/1996	10/23/1995
55	1487	Mitchell, Deborah S	1/27/1997	6/10/1995
			12/29/199	
56	1806	Wilson, Floyd W	7	3/4/1996
57	1609	Upton, David B	1/5/1998	3/21/1995
58	4633	Mc Innis, Lisa A	2/2/1998	11/2/1994
59	3572	Fowler, Heather A	3/23/1998	9/20/1993

60	5986	Upton, Karla R	3/23/1998	9/5/1995
61	6087	Green, Carl A	3/23/1998	10/1/1996
62	6605	Trautwein, Alan R	4/1/1998	7/12/1996
63	6693	Hutchings, Lynda	4/16/1998	4/16/1998
64	917	Sandberg, Stacy L	5/26/1998	5/26/1998
65	3637	Warnke, Dane R	6/1/1998	10/11/1993
66	5371	Whitlow, Christopher A	6/22/1998	4/4/1994
67	5845	Lewis, Pamela C	7/19/1998	2/4/1996
68	4595	Madsen, Tracey F	7/20/1998	1/5/1998
69	3004	Gray, Tawnie L	7/28/1998	7/28/1998
70	1118	Reiser, Jennifer M	8/10/1998	5/8/1994
71	4088	Bunce, Brenda C	9/1/1998	9/1/1998
72	4484	Hilliker, Jill K	9/4/1998	11/15/1994
73	5367	Hirota, Kimberly A	10/5/1998	12/5/1988
74	3493	Nielsen, Scott C	10/5/1998	3/7/1994
			10/30/199	
75	1193	Peters, Daryn L	8	3/16/1998
76	4034	Tazelaar, Marisol C	2/16/1999	2/16/1999
77	4427	Randell, Katharine D	3/1/1999	8/1/1997
78	2977	Hall, Christina P	7/26/1999	7/26/1999
79	2523	Mc Dowell, William	9/15/1999	7/2/1990
			10/25/199	
80	5648	Hawn, Heidi L	9	10/25/1999
			11/16/199	
81	2226	Montgomery, Brian	9	8/18/1994
82	4222	Jarmer, Jerri A	2/1/2000	3/15/1997
83	1932	Sherman II, Anthony D	3/1/2000	7/26/1996
84	434	Lewis, Lisa M	3/1/2000	9/17/1998
85	6326	Mc Carville, Fleming	5/24/2000	3/24/1997
86	5502	Ferguson, Matthew G	5/24/2000	9/7/1999
87	1015	Jeffreys, Bill W	5/24/2000	5/24/2000
88	3277	Wade, Diane J	7/3/2000	5/17/1999
89	6904	Fiscus, Kerrin L	7/18/2000	7/18/2000
90	6406	Friedman, Marshall J	7/24/2000	1/6/1998
91	935	Calderbank, Laurie J	8/14/2000	8/14/2000
92	395	Roberts Sr, Nathaniel W	10/2/2000	11/10/1994
			10/16/200	
93	2546	Aguilar, Michelle	0	10/12/1992
94	7248	Powers Carson, Laura M	11/1/2000	11/1/2000
95	3861	Adams, Paul A	1/22/2001	9/7/1990
96	1227	Montgomery Jr, Erick	1/22/2001	8/22/1994
97	6008	Lawson, Gerald D	1/22/2001	4/17/1995
98	5819	Lesh, Hiedi L	1/22/2001	7/26/1997
99	7458	Mc Vay, John S	1/22/2001	1/22/2001
100	7505	Lewis, Janet L	2/1/2001	2/1/2001
101	7508	White, Thomas R	2/12/2001	2/12/2001
102	1518	Gamble, Travis L	6/4/2001	1/27/1992
103	5881	Scott, Marquita J	7/2/2001	9/11/1996
104	7812	Powell, John S	7/2/2001	7/2/2001
105	3525	Smith, Michele L	7/23/2001	12/24/1990
106	4721	Prue, Demaris K	7/30/2001	9/11/1997
107	7903	Hernandez, Cassandra A	8/1/2001	8/1/2001
108	7875	Reick, Katherine M	8/1/2001	8/1/2001

109	2009	Sothorn, Richard E	9/11/2001 11/26/200	9/11/2001
110	3702	Leahy, Jodi L	1 11/26/200	12/2/1997
111	8166	Gravley, James N	1 11/27/200	11/26/2001
112	3561	Brasesco, Patrick D Tavai-Porotesano,	1	12/1/1996
113	7797	Tomasina	12/1/2001	8/19/2001
114	8178	Mitchell, Brennan J	12/3/2001 12/14/200	12/3/2001
115	5746	Adler, Charles R	1	12/14/2001
116	5006	Hanley, Shawna M	1/1/2002	5/16/1994
117	3481	Roberts, Todd R	1/22/2002	4/22/1991
118	180	Rayfield, Scott J	1/28/2002	1/17/1990
119	8352	Nellis, Virginia L	4/21/2002 10/26/200	4/21/2002
120	1372	Montano, Carmen O	2 12/29/200	4/16/2000
121	4471	Sandberg, Joshua L	2	11/3/1997
122	1468	Nielsen, Tiffany M	1/6/2003	7/20/1998
123	7037	Corey, Jeremy W	3/23/2003	9/5/2000
124	4385	Jones, Jeremiah A	5/18/2003 10/20/200	9/19/1999
125	217	Nicholas, Linda L	3	3/19/2001
126	9398	Walker, Stuart J	1/5/2004	1/5/2004
127	9414	Clark, Martin M	1/20/2004	1/20/2004
128	2051	Petersen, Kathryn A	2/2/2004	1/18/2000
129	3168	Goss, Richie E	4/19/2004	3/28/1988
130	6662	Moore, Leah E	5/10/2004	5/10/2004
131	3619	Fonua, Chelsea A	6/1/2004	11/20/1998
132	3350	Pena, Denise	6/21/2004	2/15/1999
133	9648	Kates, Ronald E	6/21/2004	6/21/2004
134	6481	Hardy, Javelin L	9/13/2004	10/15/1999
135	6193	Dewar, Leslie A	9/23/2004	11/23/1998
136	9818	Kenyon, Catherine	10/4/2004	10/4/2004

ADDENDUM D – DRUG AND ACHOHOL POLICY

1
2
3
4 **1. Drug Free Workplace Act:** Multnomah County, in keeping with the provisions of the federal Drug
5 Free Workplace Act of 1988, is committed to establishing and maintaining a work place which is free of
6 alcohol and drugs and free of the effects of prohibited alcohol and drug use.

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

11 **3. Alcohol and Drug Policy Work Rules and Discipline**

12
13 **A. Conduct Warranting Discipline**
14

1 1. While on duty, or on County premises, or operating County vehicles, employees shall
2 obey the work rules listed in "Section B" below. As with all work rules, violations may result in discipline
3 per the provisions of Article 17, Disciplinary Action.
4

5 2. Employees will not be subject to discipline for seeking treatment for alcohol or drug
6 dependency. However, employees will be held fully accountable for their behavior. Seeking treatment will
7 not mitigate discipline for rule violations or other unacceptable conduct caused by such dependency.
8

9 **B. Work Rules:**

10 1. **Possession, consumption, and distribution of alcohol and drugs while on**
11 **duty: Employees shall:**
12

13 a. Not possess, consume, manufacture, distribute, cause to be brought, dispense,
14 or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the
15 job. An exception will be sealed alcohol containers for gift purposes; supervisors must be notified when
16 such containers are brought to the work place. The "work place" includes vehicles parked on County
17 property.
18

19 b. Not possess, consume, manufacture, distribute, cause to be brought,
20 dispense, or sell illegal drugs or drug paraphernalia, in or to the work place except when lawfully required
21 as part of the job.
22

23 c. Not distribute, dispense or sell prescription medications except when lawfully
24 required as part of the job.
25

26 d. Not possess or consume prescription medications without a valid
27 prescription.
28

29 2. **Possession, consumption, and distribution of alcohol and drugs while off duty**
30 **on County premises: Employees shall:**
31

32 a. Not use, possess, or distribute illegal drugs.
33

34 b. Not use or distribute alcohol without authorization.
35

36 3. **Fitness for duty: Employees shall:**
37

38 a. Not report for duty while "under the influence" of alcohol or drugs. An individual
39 is considered to be "under the influence" of alcohol if a breathalyzer test indicates the presence of alcohol
40 at or above the .04% level. An individual is considered to be "under the influence" of drugs when testing
41 indicates the presence of controlled substances at or above the levels applying to CDL holders.
42

43 b. Not render themselves unfit to fully perform work duties because of the use of
44 alcohol or illegal drugs, or because of the abuse of prescription or non-prescription medications.
45

46 c. Comply with legally mandated occupational requirements, whether or not they
47 are specifically included in this policy. For example, by law holders of Commercial Drivers Licenses
48 (CDL's) may not perform safety sensitive functions, such as driving, at or above the .02% level.
49

50 d. Not be absent from work because of the use of alcohol or illegal drugs, or
51 because of the abuse of prescription or non-prescription medications, except when absent to participate
52 in a bona fide assessment and rehabilitation program while on FMLA leave.
53

54 e. Inform themselves of the effects of any prescription or non-prescription
55 medications by obtaining information from health care providers, pharmacists, medication packages and
56 brochures, or other authoritative sources in advance of performing work duties.
57

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

7
8 **4. Cooperation with Policy Administration: Employees shall:**
9

10 a. Not interfere with the administration of this Drug Policy. Examples include, but
11 are not limited to, the following: tainting, tampering, or substitution of urine samples; falsifying information
12 regarding the use of prescribed medications or controlled substances; or failure to cooperate with any
13 tests outlined in this policy to determine the presence of drugs or alcohol.
14

15 b. Provide within twenty four (24) hours of request a current valid prescription in
16 the employee's name for any drug or medication which the employee alleges gave rise to reasonable
17 suspicion of being under the influence of alcohol or drugs.
18

19 c. Respond fully and accurately to inquiries from the County's Medical Review
20 Officer (MRO); authorize MRO contact with treating health care providers upon request.
21

22 d. Complete any assessments or treatment programs required under this Policy.
23

24 e. Sign a waiver upon request authorizing treatment providers to disclose
25 confidential information necessary to verify successful completion of any assessment or treatment
26 program required under this Policy.
27

28 f. Disclose promptly (upon the next working day) and fully to his/her supervisor:
29

30 1. All drug or alcohol-related arrests, citations, convictions, guilty pleas,
31 no contest pleas or diversions which resulted from conduct which occurred while he or she was on duty,
32 on County property, or in a County vehicle; or
33

34 2. Any other violation of laws regulating use of alcohol and controlled
35 substances which adversely affects an employee's ability to perform major job functions, specifically to
36 include loss or limitation of driving privileges when the employee's job is identified as requiring a valid
37 license.
38

39 **C. Levels of Discipline:**
40

41 1. The level of discipline imposed on non-probationary employees for violation of the
42 Alcohol and Drug Policy Work Rules above or other violations resulting from the use of alcohol or drugs
43 will be according to the provisions of Article 17, Disciplinary Action.
44

45 2. Employees will be held fully accountable for their behavior. Use of alcohol or drugs,
46 or alcohol or drug dependency, will not mitigate the discipline imposed for rule violations, misconduct, or
47 poor performance except as specifically provided in the section on last chance agreements below.
48

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

- 52 a. Carrying firearms,
53 b. Work in the criminal justice system,
54 c. Responsibility for public safety or the safety of co-workers,
55 d. Handling narcotics or other controlled substances,
56 e. Handling hazardous equipment or materials,
57 f. Influencing the behavior of minors, and

1 g. Holding a Commercial Drivers License.

2
3 4. In instances in which the County determines that an employee's conduct warrants
4 termination, and the employee is diagnosed as having a chemical dependency by a Substance Abuse
5 Professional (SAP) as provided for in "Section D" below, the County may offer the employee continued
6 employment under the terms of a last chance agreement, an example of which is included as an
7 attachment to this addendum.

8
9 a. Any Last Chance Agreement will include but not be limited to the following:

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

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

15 3. The signatures of the employee's supervisor, the employee, and the
16 employee's Union representative.

17
18 b. The offer of a Last Chance Agreement will not set precedent for the discipline
19 of other employees in the future. Any discipline incorporated in a Last Chance Agreement may not be
20 grieved under the provisions of Article 18, Grievance Procedure.

21
22 **D. Mandatory Assessment and Treatment:**

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

28 2. The County will verify employees' attendance, and that the assessment and treatment
29 have been completed. This verification and any other information concerning alcohol and drug
30 dependency will be treated as confidential medical information per applicable state and federal law and
31 County Administrative Procedures.

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

34
35 **E. Return to Work Testing:** Employees who test positive for being "under the influence" of
36 drugs may be required to test negative before returning to work. (Note that Federal law requires CDL
37 holders performing safety sensitive functions to undergo return to work testing after a positive alcohol or
38 drug test.)

39
40
41 **4. Testing:**

42
43 **A. Basis for Testing:**

44
45 **1. All employees may be tested:**

46 a. Based on reasonable suspicion of being "under the influence" of alcohol or
47 prohibited drugs;

48 b. Before returning to work after testing positive for being "under the influence"
49 of alcohol or drugs, or
50

1 c. As part of a program of unannounced follow-up testing provided for in a Last
2 Chance Agreement.

3
4 2. An employee applying for a different County position will be subject to testing on the
5 same basis, and using the same procedures and methods, as outside applicants.

6
7 3. Holders of Commercial Drivers Licenses shall be subject to the testing requirements
8 of federal law, in addition to the requirements herein which apply to all employees. For example, unlike
9 other employees, CDL holders will be subject to legally required random testing and testing following
10 certain kinds of accidents.

11
12 **B. Establishing Reasonable Suspicion:**

13
14 1. **Definition:**

15
16 a. "Reasonable suspicion" is a set of objective and specific observations or facts
17 which lead a supervisor to suspect that an employee is under the influence of drugs, controlled
18 substances, or alcohol. Examples include, but are not limited to: slurred speech, alcohol on the breath,
19 loss of balance or coordination, dilated or constricted pupils, apparent hallucinations, high absenteeism or
20 a persistent pattern of unexplained absenteeism, erratic work performance, persistent poor judgment,
21 difficulty concentrating, theft from office or from other persons, unexplained absences during office hours,
22 or employee's admission of use of prohibited substances.

23
24 b. Lead workers who oversee day to day work activities are "supervisors" for the
25 purposes of establishing reasonable suspicion and directing employees to be tested on that basis. This
26 provision applies to lead workers who supervise or act as lead workers as part of their job description,
27 (such as Corrections Records Supervisors and Maintenance Crew Leaders), as well as to those who
28 receive premium pay under Addendum B, Lead Worker Assignment and Pay.

29
30 2. **Supervisory training:** The County will provide training to all supervisors on
31 establishing reasonable suspicion and the nature of alcohol and drug dependency. Supervisors who have
32 not been trained will not have the authority to direct employees to be tested on the basis of reasonable
33 suspicion of being under the influence.

34
35 3. **Additional precautions:** Application of the "Reasonable Suspicion" standard to any
36 employee in this bargaining unit shall include the following additional precautions:

37
38 a. The supervisor shall articulate orally a summary of the specific facts which form
39 the basis for believing that the employee is under the influence of drugs or alcohol; and

40
41 b. The supervisor shall provide upon request within forty eight (48) hours of the
42 oral determination of "reasonable suspicion" a written specification of the grounds for reasonable
43 suspicion; and

44
45 c. Except in field or shift circumstances, which render contact difficult, no
46 supervisor shall refer an employee for a drug or alcohol test based on "reasonable suspicion" unless the
47 supervisor has consulted with another supervisor or exempt person regarding the grounds for the
48 suspicion.

49
50 **C. Testing Methodology:**

51
52 1. Testing procedures for all employees will be governed by the same standards as
53 apply to CDL drivers under federal law. These standards include, but are not limited to, those governing
54 sample acquisition, the chain of custody, laboratory selection, testing methods and procedures, and
55 verification of test results.

56
57 2. In accordance with CDL standards, the County will contract with a medical doctor
58 trained in toxicology to act as an MRO (Medical Review Officer). He or she will review preliminary positive

1 test results with employees and any relevant health care providers before the results are reported to the
2 County. Based on his or her professional judgment, he or she may change the preliminary test result to
3 negative. The County will not be able to distinguish a test result that is negative by MRO intervention from
4 any other negative result.

5
6 3. In addition to compliance with federal guidelines, the following safeguards will also be
7 applied:

8
9 a. Test results will be issued by the MRO or the testing laboratory only to the
10 investigatory or supervisory personnel designated by the County. The results will be sent by certified mail
11 or hand-delivered to the employee within three working days of receipt of results by the County.

12
13 b. If an employee disagrees with the results of the alcohol or drug test, the
14 employee may request, in writing within five (5) days of receipt of test results, that the sample be re-
15 tested at the employee's expense by the testing laboratory. The result of any such retest will be deemed
16 final and binding and not subject to any further test. Failure to make a timely written request for a retest
17 shall be deemed acceptance of the test results. If an employee requests a retest, any disciplinary action
18 shall be stayed pending the results of the re-testing.

19
20 c. Test reports are medical records, and will be handled according to applicable
21 state and federal law and County Administrative Procedures which insure the confidentiality of such
22 records.

23 5. **Definitions:**

24
25 A. **Alcohol:** Ethyl alcohol and all beverages or liquids containing ethyl alcohol. Levels of alcohol
26 present in the body will be measured using a breathalyzer test.

27
28 B. **Controlled Substance:** All forms of narcotics, depressants, stimulants, analgesics,
29 hallucinogens, and cannabis, as classified in Schedules I-V under the Federal Controlled Substances Act
30 (21 USC § 811-812) as modified under ORS 475.035, whose sale, purchase, transfer, use, or possession
31 is prohibited or restricted by law.

32
33 C. **County:** Multnomah County, Oregon.

34
35 D. **Drug Paraphernalia:** Drug paraphernalia means any and all equipment, products, and
36 materials of any kind, as more particularly defined in ORS 475.525(2), which are or can be used in
37 connection with the production, delivery, or use of a controlled substance as that term is defined by ORS
38 475.005.

1
2 E. **Drug Test:** A laboratory analysis of a urine sample to determine the presence of certain
3 prohibited drugs or their metabolites in the body.
4

5 F. **Drugs:** Controlled substances, designer drugs (drug substances not approved for medical or
6 other use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration),
7 and/or over-the-counter preparations available without a prescription from a medical doctor that are
8 capable of impairing an employee's mental or physical ability to safely, efficiently, and accurately perform
9 work duties.
10

11 G. **Medical Review Officer (MRO):** A medical doctor trained in toxicology who contracts with
12 employers primarily to review positive preliminary drug test results with employees. The MRO determines
13 whether or not the results are likely to have been caused by factors other than drug abuse.
14

15 H. **On Duty:** The period of time during which an employee is engaged in activities which are
16 compensable as work performed on behalf of the County, or the period of time before or after work when
17 an employee is wearing a uniform, badge, or other insignia provided by the County, or operating a vehicle
18 or equipment which identifies Multnomah County.
19

20 I. **Prescription Medication:** A medication for which an employee is required by law to have a
21 valid, current prescription.
22

23 J. **Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol:** See "Section IV.
24 B. 1. a" above.
25

26 K. **Substance Abuse Professional (SAP):** A licensed physician, or licensed or certified
27 psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of
28 and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related
29 disorders.
30

31 L. **Under the Influence of Alcohol:** See "Section III. B. 3" above.
32

33 M. **Under the Influence of Drugs:** See "Section III. B. 3" above.
34

35 LAST CHANCE AGREEMENT

36
37 The following agreement is entered into between The Employer and The Employee. Failure on the part of
38 the employee to meet the expectations below will result in the termination of his or her employment.
39

- 40 1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if required, I shall
41 immediately enroll and continue in a bona fide alcohol/drug inpatient or outpatient rehabilitation
42 program approved by the Employer. I fully understand that should I fail to complete either the
43 inpatient or outpatient program, my employment with The Employer will be terminated.
44
- 45 2. I agree to comply with and complete the conditions of my "Aftercare Plan" as recommended by
46 my treatment counselor. If I must be absent from my aftercare session, I must notify the
47 employer. The Employer has my permission to verify my attendance at required meetings. If I do
48 not continue in the aftercare program, I understand that my employment will be terminated.
49
- 50 3. I understand that the signing of this agreement shall allow the Employer the right to communicate
51 with my physician and/or counselors regarding my status and progress of rehabilitation and
52 aftercare.
53
- 54 4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing (urinalysis or
55 breath test) by the Employer for a period of 24 months from the date I return to work. (This time
56 period will increase accordingly if I am absent from work, for any reason, for a cumulative period

1 of one month or more.) I understand that if I refuse to take a drug test or if the test is positive, my
2 employment will be terminated.

3
4 5. I agree to return to work upon successful completion of the alcohol/drug rehabilitation program.

5
6 6. It is understood that this agreement constitutes a final warning.

7
8 7. I understand the Employee Assistance Program is available to me should personal problems
9 arise in the future that may have an effect on my ability to remain in compliance with the Drug
10 and Alcohol Policy and/or this agreement.

11
12 8. I realize that violation of the Drug and Alcohol Rules and/or policies at any time in the future is
13 cause for termination.

14
15 9. I realize that my employment will be terminated if I fail to meet the expectations outlined in this
16 Agreement and the letter attached.

17 **Disciplinary Action**

18 I understand that the disciplinary action imposed in the attached letter may not be grieved under
19 the grievance procedure in the Local 88, Juvenile Custody Services Specialist Unit contract.

20 **Personal Commitment**

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

27 I understand the terms and conditions of this letter. I also understand that, except as expressly
28 stated in this agreement, my terms and conditions of employment will be determined by the County's
29 policies and rules, and that this agreement does not guarantee me employment for any set period of time.
30 I have had sufficient time to study it away from the work place and to consult anyone I desire about it. I
31 sign it free of any duress or coercion. This letter will become part of my personnel file.

32
33
34 _____
(Employee) (Date) (Exempt Employee With (Date)
35 Disciplinary Authority)**

36
37
38 _____
(Labor Representative) (Date) (Employee's Immediate (Date)
39 Exempt Supervisor***)(optional)

40
41
42 _____
(Multnomah County (Date)
43 Labor Relations, if applicable*)

44
45 **Footnotes:**

46 * Necessary only if terms of the Labor Agreement are waived or excepted.

47 ** Always necessary.

48 *** Optional in cases in which immediate supervisor does not have termination authority.

49