
2017-2022

AGREEMENT



between

Multnomah County, Oregon

and

**Multnomah County Corrections Deputy
Association**



2017-2022
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
MULTNOMAH COUNTY CORRECTIONS DEPUTY ASSOCIATION
MCCDA



LABOR RELATIONS SECTION
501 SE HAWTHORNE BLVD, Suite 400
PORTLAND, OR 97214
(503) 988-5135
FAX (503) 988-5670

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TABLE OF CONTENTS

		PAGE
ARTICLE 1.	PREAMBLE	1
ARTICLE 2.	DEFINITIONS	2
ARTICLE 3.	RECOGNITION	3
ARTICLE 4.	MANAGEMENT RIGHTS	4
ARTICLE 5.	ASSOCIATION SECURITY	5
ARTICLE 6.	CHECK OFF	6
ARTICLE 7.	NO STRIKE AND NO LOCKOUT	7
ARTICLE 8.	HOLIDAYS	8
	1. Holidays and Holiday Pay	8
	2. Taking of Holidays	8
	3. Scheduling	8
	4. Unused Holidays	9
ARTICLE 9.	VACATION LEAVE	10
	1. Accrual	10
	2. Vacation Times	10
	3. Change of Scheduled Vacation	11
	4. Termination Or Death	11
	5. Accrual During Leave	11
	6. Special Order 15-11	11
ARTICLE 10.	SICK LEAVE	12
	1. Accrual and Utilization	12
	2. Verification	13
	3. Reporting of Sick Leave	13
	4. Abuse of Sick Leave	13
	5. Other Sick Leave Provisions	14
	6. Sick Leave in Application to Final Average Salary	14
	7. Parental Sick Leave	14
	8. Sick Leave Records	14
ARTICLE 11.	OTHER LEAVES	16
	1. Leave of Absence	16
	2. Jury Duty	16
	3. Voting Time	16
	4. Association Business	16
	5. Educational Leave	17
	6. Tuition Reimbursement	17

TABLE OF CONTENTS

	7. Military Leave	18
	8. Effect of Leaves on Time Exchange Repayments	18
	9. Bereavement Leave	18
	10. Immediate Family	19
ARTICLE 12.	HEALTH AND WELFARE	20
	1. Medical and Dental Insurance Premiums	20
	A) Contribution Toward Insurance Premiums	20
	B) Health Care Cost During the Term of Agreement	21
	C) Premium Calculations	22
	D) Employee Contribution	22
	E) Major Medical Plan Rebates	22
	F) Opt-Out – Waiver of Benefits	22
	G) Successor Plans and Carriers	23
	H) Default Enrollment	24
	I) Eligible Dependents	24
	J) When Benefits Coverage Begins and Ends	27
	K) Flexible Spending Accounts	29
	L) Emergency Treatment	30
	M) Long-Term Care	30
	N) Retiree Medical Insurance	30
	2. Other Benefits	32
	A) Short-Term Disability Insurance	32
	B) Long-Term Disability Insurance	32
	C) Life Insurance	33
	D) VEBA (Voluntary Employee Beneficiary Association)	33
	E) Right to Communicate Disease Information	33
	F) Fitness for Duty Examinations	34
	G) Health and Security of Personals and Facilities; Administrative Search Authorized	34
	H) Defense and Indemnification	37
	I) FMLA/OFLA Eligibility	37
ARTICLE 13.	WORKERS' COMPENSATION	38
ARTICLE 14.	SENIORITY AND LAYOFF	42
	1. Definition of Seniority	42
	2. Computation of Seniority	42
	3. Application of Seniority	43
	4. Work Assignment	46
ARTICLE 15.	HOURS OF WORK	47
	1. Work Day	47
	2. Work Week	48
	3. Time Off Between Shifts	49
	4. Work Schedules	49
	5. Voluntary Shift Changes	50

TABLE OF CONTENTS

	6. Voluntary Waiver of Ten (10) Days Notice	50
	7. Continuous Operations	50
	8. Security Briefings	51
	9. Court Subpoenas or Writs	51
	10. Meal Periods	51
	11. Meal Costs Not Included in Overtime Calculations	51
	12. Overtime Waiver	51
	13. Implementation of 7.k. Provision of the FLSA	51
ARTICLE 16.	WAGES AND CLASSIFICATIONS	52
	1. Wages and Classification Schedule	52
	2. Pay Periods	53
	3. Reporting Time	53
	4. Call-In Time	53
	5. Overtime	53
	6. Court Time	54
	7. Distribution	54
	8. Mileage Pay	54
	9. Shift Differential	54
	10. Trainers Pay	55
	11. Emergencies	55
	12. CNT/CERT Team Pay	55
	13. Court Cars	55
	14. Pension	55
	15. Reopener	56
	16. Calculation of Regular Pay, Premium Pay, Overtime Rate and Grand Total Gross	56
	17. Canine Pay	58
	18. Translator Pay	58
	19. UNET Qualification Pay	58
	20. Dive Team Premium	58
ARTICLE 17.	CORRECTION SERVICE AND TRAINING ACHIEVEMENT PROGRAM	59
	1. Achievement Levels	59
	2. Explanation of Requirements	59
	3. Entry Into the Program	59
	4. Program Modifications	60
ARTICLE 18.	DISCIPLINARY ACTION	61
	1. Discipline	61
	2. Corrective Action Guidelines	61
	3. Just Cause	61
	4. Right to Appeal	61
	5. Reprimands	61
	6. Internal Investigatory Procedures	61
	7. Reinstatement	62
	8. Personnel Records and Information	62

TABLE OF CONTENTS

	9. I.A.U. Records and Files	62
ARTICLE 19.	OFFICERS RIGHTS	64
ARTICLE 20.	SETTLEMENT OF DISPUTES	66
	1. Grievance Procedure	66
	2. Stewards and the Investigation Procedure	67
	3. ULP's	67
	4. Constructive Notice Requirements	68
ARTICLE 21.	GENERAL PROVISIONS	69
	1. No Discrimination	69
	2. Bulletin Boards	69
	3. Visits by Association Representatives	69
	4. Changes in Work Rules and Conditions	70
	5. Rules	70
	6. Uniforms and Protective Clothing	70
	7. Time Exchanges	70
	8. Employee Relations Committee Meetings	71
	9. Contract Work	71
	10. Outside Employment	72
	11. Supremacy of Contract	72
	12. Joint Committee on Payroll and Time Keeping System	72
ARTICLE 22.	SAVINGS CLAUSE AND FUNDING	73
	1. Savings Clause	73
	2. Funding	73
ARTICLE 23.	ENTIRE AGREEMENT	74
ARTICLE 24.	TERMINATION	75
	SIGNATURE PAGE	76
ADDENDUM A	WAGES	77
ADDENDUM A-1	SALARY TABLES	78
ADDENDUM B	DUTY STATUS FOR HEARINGS AND SUBPOENAS	79
ADDENDUM C	TRANSIT SUBSIDIES	80
ADDENDUM D	MOU: VACATION SCHEDULING FOR MCCDA MEMBERS	81
	INDEX	83

1
2
3
4
5
6
7
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2017-2022 A G R E E M E N T
Between
MULTNOMAH COUNTY, OREGON
And
MULTNOMAH COUNTY CORRECTIONS DEPUTY ASSOCIATION

ARTICLE 1
PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as "the County", the Multnomah County Sheriff, hereinafter referred to as the "Sheriff," and the Multnomah County Corrections Deputy Association, hereinafter referred to as "MCCDA."

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment, consistent with the parties' objective of providing ever improving services to the people of Multnomah County that can be characterized as fair, economical and beneficial to the quality of life in this community.

ARTICLE 2
DEFINITIONS

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- 4 1. For purposes of this Agreement, "probationary employee" means a permanent employee
- 5 serving a twelve (12) month period to determine his or her suitability for continued employment.
- 6 Such probationary period shall begin on the date of appointment from a list certified by the
- 7 County. When a temporary employee becomes a permanent employee, time spent in
- 8 temporary status shall apply to the probationary period, provided that the job classification is the
- 9 same, the job responsibility is substantially the same, and there is no break in service.
- 10 2. For purposes of this Agreement, "supervisor" or "supervisory employee" as defined in
- 11 ORS 243.650 - 243.782 means an individual having authority in the interest of the employer to
- 12 hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other
- 13 employees, or having responsibility to direct them, or to adjust their grievances, or effectively to
- 14 recommend such action, if in connection therewith, the exercise of such authority is not of a
- 15 merely routine or clerical nature, but requires the use of independent judgment.
- 16 3. For purposes of this Agreement, "permanent employee" means an employee who
- 17 following an examination process is appointed from a list of eligibles certified by the County to
- 18 fill a budgeted position; provided that a permanent employee shall retain such status upon
- 19 temporary or permanent transfer, promotion, or demotion.
- 20 4. For purposes of this Agreement, "temporary employee" is any non-permanent employee
- 21 who has worked less than six (6) months.
- 22 5. For purposes of this Agreement, "day" as used in this Agreement shall mean calendar
- 23 days unless otherwise specified.
- 24 6. For purposes of this Agreement, "hours of assigned work" shall be termed "G" shift, "C"
- 25 shift, "E" shift and "relief" shift and shall be defined as follows:
- 26 A. "C" shift: any work period which starts between 4 a.m. and 12 noon;
- 27 B. "E" shift: any work period which starts between 12 noon and 8 p.m.;
- 28 C. "G" shift: any work period which starts between 8 p.m. and 4 a.m.;
- 29 D. "Relief" shift: any five (5) day work schedule which includes more than one (1) of
- 30 the above eight (8) hour work periods or has start times within the five (5) day work schedule
- 31 which differ by more than two (2) hours.

ARTICLE 3
RECOGNITION

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The County recognizes the Association as the exclusive representative for the purpose of establishing wages, hours and conditions of employment for the Corrections Officers' bargaining unit. The parties recognize that the unit was certified October 11, 1984, by the Employment Relations Board as being composed of all permanent and probationary, non-supervisory Corrections Officers in the Multnomah County classified service (Corrections Officer and Correction Officer Supervisor [Sergeant]) excluding ranks of Lieutenant and above and temporary employees (i.e., employees not appointed pursuant to Multnomah County Code 9.120(C) from a certified list of eligibles and who have served less than six (6) months). "Supervisory employee" as used above shall be defined in ORS 243.650.

The positions covered by this Agreement are listed in Addendum A-1 attached hereto and made a part hereof.

ARTICLE 4
MANAGEMENT'S RIGHTS

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The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the MCSO, determining the levels of service and methods of operation and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for just cause, to determine work schedules and assign work and any other such rights, insofar as these rights do not affect the meaning, interpretation or application of any other terms of this agreement. Management rights, except where abridged by specific provisions of this agreement, or general law, are not subject to the grievance procedure.

ARTICLE 5

ASSOCIATION SECURITY

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Employees shall have the right to self-organize, to form, join or assist labor organizations or to refrain therefrom, to bargain collectively through representatives of their own choosing, and there shall be no discrimination exercised against any employee covered by this Agreement because of his/her membership or MCCDA activities or because he/she refrains therefrom. In addition, no employee shall suffer restraint, interference, or coercion because of or in the exercise of any rights protected under the P.E.C.B.A. or in or because of any protected concerted activity. The MCCDA shall have the duty to fairly represent all members of the bargaining unit, whether or not they are MCCDA members.

ARTICLE 6
CHECK OFF

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

A. The MCCDA membership dues of those MCCDA members who individually request such deductions in writing. Such requests should be submitted to: dcm.central.payroll@multco.us.

B. A service fee, in lieu of dues, from any employee who is a member of the bargaining unit and who has not joined MCCDA within thirty (30) days of this Agreement or within thirty (30) days of becoming an employee, whichever date is later.

C. MCCDA expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member and as to any such employee such sums paid by such employee equivalent to regular Union dues, the aforesaid in-lieu-of-dues payment shall be paid to a non-religious charity mutually agreed upon by the employee making such payment and MCCDA, or in lieu thereof, the employee shall request that such in-lieu-of-dues payment not be deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Association and the County, when requested, that this has been done.

D. The MCCDA expressly agrees that no funds derived from the in-lieu-of-dues payment shall be expended for non-chargeable political purposes by the Association. The amount of service fee shall be set at the amount of dues generally deducted except as required by law. The aggregate deduction of all employees for dues checked off and service fees shall be remitted each pay period to the MCCDA.

E. The County agrees to furnish the MCCDA each month a listing of all new employees hired into the bargaining unit during the month and of all employees who terminated during the month. Such listing shall contain the names of the employees, along with their job description, work locations and home addresses.

F. This article shall remain in effect through June 30, 2022 regardless of the duration and termination provisions set forth in Article 24.

ARTICLE 7

NO STRIKE AND NO LOCKOUT

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No employee covered by this Agreement shall engage in any work stoppage, slow-down, picketing (except informational picketing), or strike at any County facility or at any location where bargaining unit work is required during the life and duration of this Agreement. If any such work stoppage, slow-down, picketing, or strike shall take place, the Association will immediately notify such employees so engaging in such activities to cease and desist.

Employees in the bargaining unit, while acting in the course of their regular employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line for the purpose of performing work which does not properly fall within the scope and jurisdiction of this Association, and the job duties normally performed by members of this bargaining unit. Any employee engaging in any activity in violation of this Article may be subject to immediate disciplinary action including discharge. Such discipline shall require written notification before the action is taken and afford the employee the protections set forth in Articles 18 and 19 of this Agreement. There will be no lockout of employees in the unit by the County as a consequence of any dispute during the life and duration of this Agreement.

ARTICLE 8
HOLIDAYS

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1. Holidays and Holiday Pay Any day the President and/or Governor of Oregon declares a holiday for all public and private sector employees shall be recognized and observed as a paid holiday. In lieu of any other specific, recognized or observed holidays, each employee shall be credited with eleven (11) personal holidays per year at the commencement of each fiscal year and the employee shall receive one (1) day's pay at the straight time rate for each of the holidays selected on which he or she performs no work. It is understood that one of these personal holidays is in recognition and celebration of the contribution of Martin Luther King to the people of the United States. An employee hired subsequent to July 1 of a fiscal year shall be credited with 7.33 hours of personal holiday time for each month remaining in the fiscal year.

If an employee is scheduled to work New Year's Day, Independence Day, Thanksgiving Day or Christmas Day and has no remaining personal holidays he or she shall be paid one and one-half (1.5) times his or her regular rate for working the holiday. With the approval of the Chief Deputy, Christmas Day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for, or works on December 25th as a non-holiday at the straight time rate. The employee must request such holiday trade in writing during the month of July each year prior to the requested trade. If the employee has remaining personal holidays, whether the employee works a regular shift only, an overtime shift only, a regular shift and an overtime shift, or two (2) overtime shifts, he or she may either (a) designate and charge such work day as a personal holiday and be paid at the rate of two and one-half (2.5) times the regular rate or (b) opt to be paid one and one-half (1.5) times the employee's regular rate and use his or her remaining personal holiday at a later time.

2. Taking of Holidays Employees shall be allowed to use the personal holidays singly or consecutively and they may be used in conjunction with regularly scheduled vacations. An employee may use personal holidays with twenty-four (24) hours' notice or a shift commander's or designee's approval if there is a vacant slot on the vacation/personal holiday sign-up calendar. Approval shall be on a first-come first-serve basis.

3. Scheduling Employees may schedule the use of personal holidays by the same procedure employed for scheduling of vacation times, and the application of seniority shall apply on the same basis as it applies to vacation scheduling. However, if the right of seniority in selection of personal holidays is not employed at the same time as selection of vacation times, then the right of selection by seniority is waived. In any event, the County will make good faith

1 efforts to assure availability of relief personnel whenever an employee gives the County at least
2 ten (10) days advance written notice of a desired personal holiday time.

3 An employee may cancel a previously scheduled personal holiday with twenty (20) days
4 advance written notice to the employer, or with fewer days' advanced notice if the employer
5 consents in writing. The employer may cancel a previously scheduled personal holiday only in
6 case of a bona fide emergency. In such emergency, no prior notice is required. Cancellation of
7 personal holidays scheduled through use of annual vacation sign-up procedures shall be
8 governed exclusively by Article 9, Section 3.

9 4. Unused Holidays Personal holidays do not accrue on the same basis as vacations.
10 Personal holidays which have not been used by June 30 of the fiscal year shall be paid off at
11 the rate of one and one-half (1.5) times the employee's regular rate of pay for each unused
12 holiday that was requested but not granted, except New Year's Day, Independence Day,
13 Thanksgiving Day, or Christmas Day. Unused holidays which were not requested shall be paid
14 off at the straight time rate. The employee also has the option of donating personal holiday time
15 or unused comp time to the catastrophic leave bank.

16 In the event of termination by resignation, lay-off, or discharge, holiday time will be
17 compensated at the rate of seven and thirty-three tenths (7.33) hours of straight time pay for
18 each month worked during the current fiscal year, less the total hours of any personal holidays
19 taken. Employees will not accrue personal holidays during a leave of absence without pay.

ARTICLE 9
VACATION LEAVE

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4 1. Accrual Employees shall accrue vacation time in accordance with the following
5 schedule:

6 A. Less than five (5) years service, three and thirty-three tenths (3.33) hours per
7 semi-monthly pay period of service, cumulative to two hundred (200) hours. After one (1) year
8 of service, an employee shall be entitled to bid two (2) weeks (i.e., eighty (80) hours) vacation.

9 B. Five (5) years, but less than ten (10) years of service, five (5) hours per semi-
10 monthly pay period cumulative to two hundred forty (240) hours; and shall be entitled to bid
11 three (3) weeks [i.e., one hundred twenty (120) hours] vacation.

12 C. Ten (10) years, but less than fifteen (15) years of service, six and sixty-seven
13 tenths (6.67) hours per semi-monthly pay period cumulative to four hundred (400) hours; and
14 shall be entitled to bid four (4) weeks [i.e., one hundred sixty (160) hours] vacation.

15 D. Fifteen (15) years, but less than twenty (20) years of service, eight and thirty-
16 three tenths (8.33) hours per semi-monthly pay period of service, cumulative to four hundred
17 (400) hours; and shall be entitled to bid five (5) weeks [i.e., two hundred (200) hours] vacation.

18 E. Twenty (20) or more years' service, ten (10) hours per semi-monthly pay period
19 of service, cumulative to five hundred (500) hours; and shall be entitled to bid six (6) weeks [i.e.,
20 two hundred forty (240) hours] vacation.

21 Employees are entitled to use all accumulated vacation hours subject to the terms of this
22 agreement.

23 2. Vacation Times Employees shall be permitted to choose either a split or entire vacation.
24 Vacation times shall be scheduled by the County according to classification, shift, and location
25 (East or West side of Willamette River) based primarily on the needs of efficient operations and
26 the availability of vacation relief. Employees shall have the right to determine vacation times
27 within their classification, shift, and eastside or westside (as applicable) by an annual sign-up,
28 but in any case, vacation times shall be selected on the basis of seniority. Seniority shall be
29 exercised only once a year and only to the extent of the employee's annual accrual. The
30 number of vacation times placed on the annual vacation time schedule shall be determined in
31 accordance with a separate 2001 Memorandum of Understanding (MOU) entitled
32 "Memorandum of Understanding Concerning Vacation Times: MCCDA Bargaining Unit." The
33 MOU shall be considered part of this agreement, and disputes concerning its meaning,
34 interpretation, or application shall be resolved under Article 20, Settlement of Disputes, of this

1 agreement. The bidding process shall, to the extent feasible, allow members whose bid choices
2 are frustrated to bid on other open slots before such slots are assigned to persons of lower
3 seniority (i.e., avoid "blind bidding).

4 Sign-up for vacation shall be in forty (40) hour increments with preference towards
5 periods of days that mesh with or are contiguous to each employee's workweek or weekend.
6 Thus, an employee whose normal days off are Tuesday and Wednesday should attempt to
7 schedule his or her vacation to commence on a Thursday and end on a Monday.

8 After the vacation bid is complete, the vacation book will be open for all employees to
9 submit requests for additional vacation time off in full day increments. Employee will be allowed
10 to select vacation days from among the still-available vacation slots on a first come, first serve
11 basis.

12 3. Change of Scheduled Vacation Once a vacation has been scheduled, neither the
13 employer nor the employee may change the scheduled vacation without first giving twenty (20)
14 days' notice to the other party of the change, except by mutual consent. This provision is not
15 applicable to: (1) emergencies, or (2) situations where the employee has voluntarily transferred
16 or has received a promotion since the vacation was scheduled. In situations where an
17 employee has been involuntarily transferred, any vacation scheduled prior to the transfer shall
18 not be changed.

19 4. Termination or Death After six (6) months of service, upon the termination of an
20 employee for any reason, or in the event of the death of an employee, all accumulated vacation
21 shall be paid either to the employee or his or her heirs, whichever the case may be.

22 5. Accrual During Leave Vacation leave shall not accrue during a leave of absence without
23 pay which exceeds thirty (30) calendar days.

24 6. Special Order 15-11 If the County wishes to modify mandatory subjects in Special Order
25 15-11, it shall first provide the Association with written notice of the proposed modifications, and
26 shall not implement any modifications until bargaining to completion as required by ORS
27 243.968.

ARTICLE 10

SICK LEAVE

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4 1. Accrual and Utilization Employees shall accrue sick leave at the rate of four (4) hours
5 for each semi-monthly pay period worked. Sick leave may be accrued on an unlimited basis.
6 Sick leave may be utilized only for the following purposes:

7 A. When the employee is unable to work due to an off-the-job illness or injury.

8 B. When the employee's presence is actually needed to care for an ill or injured
9 member of his or her immediate family.

10 C. To attend the employee's own medical or dental appointments or when
11 necessary to transport or accompany a member of his or her immediate family to a medical or
12 dental appointment, subject to the conditions set forth below.

13 D. For absences attributable to denied, deferred or disputed workers' compensation
14 claims, in accordance with Article 13, Section 4 of this Agreement.

15 For the purposes of this section only, the definition of immediate family is defined
16 below:

17 (1) Members of the employee's immediate household;

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

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

22 (4) The employee's domestic partner as designated in an Affidavit of
23 Domestic Partnership on file with Employee Benefits; or

24 (5) The children, parents, grandchildren and grandparents of such domestic
25 partner, defined as if the domestic partner was the employee's spouse;

26 E. For other absences in accordance with applicable law

27 Whenever possible, medical and dental appointments should be scheduled
28 outside an employee's regularly scheduled working hours. In the event such appointments
29 cannot be scheduled outside an employee's regularly scheduled working hours, employees
30 must report the need to be absent as early as possible, consistent with Section 3 of this Article.

31 Sick leave taken for partial work shifts should be taken at the beginning or end of
32 an employee's scheduled shift, unless such utilization is prevented due to a sudden illness or
33 other unanticipated event. In the event that an employee's sick leave absence exceeds four (4)

1 hours, management reserves the right to require the employee to charge the full day of absence
2 to the appropriate accrual bank.

3 2. Verification The Sheriff's Office will require an employee to submit written certification
4 from a physician or other acceptable verification of eligibility to receive sick leave whenever the
5 employee's absence exceeds three (3) consecutive workdays, or in the event sick leave is used
6 for OFLA "sick child" leave, in accordance with OFLA and the Oregon Sick Leave law.
7 Verification for absences exceeding three (3) consecutive workdays must cover the full duration
8 of the absence and must, if related to the employee's injury or illness, including the employee's
9 status to return and list any applicable limitations or restrictions. The Sheriff's Office may also
10 require certification or verification under any of the following conditions:

11 A. Whenever the County can articulate reasonable cause to believe that a misuse
12 or abuse of sick leave has occurred, including questionable usage, questionable patterns of
13 usage or calling in sick on a previously denied day off, provided the employee has been
14 previously notified by a Facility Commander, Unit Commander or Human Resources
15 representative that, due to such concerns, future verification will be required. Employees notified
16 of such reasonable cause may be required to furnish a doctor's certificate for each use of sick
17 leave for a period not to exceed six (6) months following the notice.

18 B. When the employee has called in sick without verification five (5) or more times
19 for separate events in any six (6) month period, regardless of how the time is charged and the
20 employee has been notified by a Facility Commander, Unit Commander or a Human Resources
21 representative that such verification will be required for a period of up to six (6) months following
22 the notice. This may be waived at the discretion of the County on a case by case basis.

23 In the event verification is required under paragraphs A, B, or C, it must be submitted
24 within fifteen (15) days of the date of the request.

25 3. Reporting of Sick Leave Any employee who must be absent for any reason listed in
26 Section 1 above, must report his or her need to be absent directly to the OIC or designee on
27 duty as early as possible, but no later than one (1) hour before the beginning of his or her shift,
28 unless he or she is unable to report due to incapacitation. Failure to so report may result in loss
29 of pay for the day involved. For the purposes of this paragraph, the beginning of shift is defined
30 as the start of preliminary security briefing, if the employee is scheduled to attend such a
31 briefing.

32 4. Abuse of Sick Leave In furtherance of the above commitment, the parties hereby agree
33 to the following terms as governing the consequences of misuse or abuse of sick leave benefits:

1 A. Sick leave is intended to provide compensation to employees who are unable to
2 work for one of the reasons permitted under this Article. Employees are permitted to utilize sick
3 leave only for those reasons.

4 B. It is the responsibility of all employees to become familiar with the reasons for
5 which sick leave can be used, as set forth in this Article.

6 C. Giving false information to obtain sick leave benefits or acceptance of sick leave
7 benefits for reasons other than those listed in this Article will be considered misuse of sick leave
8 and will be grounds for disciplinary action, up to and including discharge.

9 D. In addition, all employees are expected to cooperate with efforts by the Sheriff's
10 Office to ensure compliance with this Article. The obligation to cooperate includes, but is not
11 limited to, the obligation to respond to requests for information regarding the reasons for
12 absences and requests for medical verification, consistent with this Article. Failure to cooperate
13 with efforts to ensure compliance with this Article will also be considered grounds for disciplinary
14 action, up to and including discharge.

15 5. Other Sick Leave Provisions

16 A. Used sick leave shall be charged on the basis of forty (40) hours per week, or:
17 (1) ten (10) hours per day for (4) day workweek employees or (2) eight (8) hours per day for five
18 (5) day workweek employees.

19 B. Sick leave charges in excess of accrued sick leave credits may be charged
20 against earned and available annual leave or leave without pay at the employee's option.
21 Leaves without pay shall be subject to the approval of management.

22 C. Sick leave shall be charged to the nearest full hour.

23 D. Nothing in this Agreement shall be construed to require the County to permit
24 employees who have exhausted their sick leave to substitute compensatory time for sick time.

25 6. Sick Leave in Application to Final Average Salary In accordance with the terms of ORS
26 238.350 accumulated unused sick leave will be applied to final average salary.

27 7. Parental Sick Leave During the term of a parental leave mandated by Oregon Law, the
28 employee on such leave may use accumulated sick leave up to twelve (12) weeks following
29 birth or adoption of a child. The leave may extend for the full twelve (12) weeks regardless of
30 parental leave taken by the other parent.

31 8. Sick Leave Records The medical or psychological condition that is the employee's
32 reason for his or her use of sick leave shall be considered confidential information to the extent
33 required by the Americans with Disabilities Act or other applicable law.

- 1 9. Effective January 1, 2018, the first forty (40) hours of sick leave an employee uses in a
- 2 calendar year shall be considered "hours worked" for the purpose of computing overtime.

ARTICLE 11
OTHER LEAVES

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2
3
4 1. Leave of Absence Consistent with the needs of the County, leaves of absence without
5 pay for a limited period, not to exceed one hundred eighty (180) days, shall be granted for any
6 reasonable purpose and such leaves may be renewed or extended for any reasonable period.

7 Any employee who has been granted a leave of absence without pay and who for any
8 reason fails to return to work within five (5) days after the expiration of said leave of absence
9 shall be considered as having resigned his or her position with the County, and his or her
10 position shall thereupon be declared vacated, except and unless the employee prior to the
11 expiration of his or her leave of absence has made application for and has been granted an
12 extension of said leave, or has furnished evidence that he or she was unable to apply for an
13 extension of such leave by reasons of sickness, or physical disability, or physical impossibility of
14 compliance.

15 2. Jury Duty Employees shall be granted leave with full pay in lieu of jury fees any time
16 they are required to report for jury duty and be absent from work on that day. Any employee
17 required to attend jury duty shall be considered as a day shift employee with a schedule of
18 Saturday and Sunday off without loss of shift differential for the employee's regularly assigned
19 shift.

20 3. Voting Time Employees who reside in areas that allow voting at polling stations shall be
21 granted two (2) hours to vote on any election day if due to shift scheduling they would not be
22 able to vote.

23 4. Association Business

24 A. Members of the Association selected by the Association to participate in
25 Association activity shall be granted a leave of absence without pay at the request of the
26 Association subject to availability of relief personnel.

27 B. The Association negotiating team may be comprised of not more than seven (7)
28 members of which up to three (3) may attend negotiating sessions without loss of pay. The
29 Association shall notify the applicable Division Commander of the selected members not less
30 than seven (7) days in advance of each negotiating session. The three (3) designated members
31 shall be scheduled on day shift for the date scheduled for a negotiating session.

32 C. Upon notice to the facility commander or designee, Association Executive Board
33 members shall have the right to investigate and process grievances, or meet with County
34 administrators to discuss union business, during scheduled work time.

1 D. Upon notice to the Chief Deputy, up to six (6) Association Executive Board
2 members will be relieved from duty for an eight (8) hour block at straight time to attend meetings
3 six (6) times a year. Should the total number of hours of such work exceed two hundred eighty-
4 eight (288) hours in a calendar year, Executive Board members shall be entitled to take leave
5 without pay after making arrangements with the Chief Deputy. In years in which successor
6 negotiations begin, an additional two hundred (200) hours shall be allowed. Hours spent in
7 negotiation sessions pursuant to paragraph B above, and time spent by Employee Benefits
8 Advisory Team representatives attending EBAT meetings as provided in Article 12, shall not be
9 charged under this paragraph. In addition, Association Executive Board members will be
10 relieved from duty to attend additional meetings throughout the year with designated MCSO
11 management representatives to discuss specific issues or topics, as approved by the Chief
12 Deputy.

13 E. The time that Association Executive Board members spend performing
14 Association business that is not paid by the County will be considered "hours worked" for the
15 purpose of computing overtime.

16 5. Educational Leave After completing one (1) year of service, an employee upon request
17 may be granted a leave of absence without pay for educational purposes at an accredited
18 school when it is related to his employment. The period of such leave of absence shall not
19 exceed one (1) year, but it may be renewed or extended upon the request of the employee
20 when necessary. There will be no loss of seniority for up to one year of an educational leave.

21 One (1) year leaves of absence for educational purposes, including any requested
22 extension, may not be granted more than once in any three (3) year period. Employees may
23 also be granted leaves of absence with or without pay for educational purposes for reasonable
24 lengths of time to attend conferences, seminars, briefing sessions or other functions of a similar
25 nature that are intended to improve or upgrade the individual's skill or professional ability,
26 provided it does not interfere with the operation of the County.

27 6. Tuition Reimbursement The tuition reimbursement policy as set forth in the County's
28 Board Order dated November 21, 1978, will be continued. In addition, the County may advance
29 the cost of tuition and incidental expenses if, in the County's judgment, such advance is
30 consistent with County financial and operational needs and priorities, and the employee signs
31 an agreement that if he or she does not satisfactorily complete the course, or if his or her
32 County employment terminates before completion of the course, the County will have the right
33 to deduct the amount of the advance from his or her pay or use other means to collect the
34 amount of the advance.

1 7. Military Leave

2 A. Leave With Pay Employees who have served with the County for six (6) months
3 or more immediately preceding an application for military leave, and who are members of the
4 Armed Forces of the United States, are entitled to a leave of absence with pay from their duties
5 for a period not exceeding fifteen (15) calendar days or eleven (11) work days in any calendar
6 year. Employees will be granted a leave of absence without pay for any additional time needed
7 for the purpose of discharging their obligation of annual active duty for training in the military
8 reserve or National Guard.

9 B. Leave With Repayment Employees shall be allowed to attend required military
10 service or training sessions which fall on their regular working day(s) in lieu of their scheduled
11 shift provided that twenty (20) days' notice is given and they agree to and do work on a
12 scheduled day(s) off in compensation. Such repayment shall be made within ninety (90)
13 calendar days or the equivalent amount of pay shall be deducted from the employee's next
14 paycheck. When an employee fails to comply with this section on two separate occasions
15 during the term of this contract, further rights under this subsection b shall be suspended for
16 twelve (12) months from the date of the second (2nd) infraction.

17 8. Effect of Leaves on Time Exchange Repayments An employee may work the first half of
18 an approved time exchange prior to taking an authorized leave of absence and receive the
19 benefit of the repayment portion of that exchange during his or her authorized leave if the trade
20 was approved in advance by the employer in accordance and otherwise in conformance with
21 any applicable time exchange policy in effect at the time the affected employees proposed the
22 time exchange. Employees who plan to use time exchanges in this manner at the time of the
23 initial request for the exchange shall inform the manager to whom the request is submitted of
24 this plan, specify the proposed dates for both portions of the time exchange, and (insofar as
25 practicable) the anticipated start date of the leave. When such a time exchange is approved,
26 the approving manager shall promptly notify the MCSO Payroll Supervisor in writing of the
27 tentative plan, with a copy sent to the employee.

28 9. Bereavement Leave An employee shall be granted not more than three (3) days'
29 bereavement leave with payment at the regular rate of pay for working time missed during such
30 three (3) day period in the event of death in the immediate family of the employee. If such
31 funeral is beyond three-hundred and fifty (350) miles from the City of Portland, Oregon, the
32 employee may be granted up to three (3) additional days of paid leave for travel. Such leave
33 with pay shall be for the purpose of making household adjustments or to attend funeral services.

1 Bereavement leave will run concurrently with any additional bereavement leave an employee is
2 entitled to receive under the Oregon Family Leave Act or Oregon Sick Leave Law.

3 10. Immediate Family For purposes of the immediately preceding paragraph only, an
4 employee's immediate family shall be defined as spouse, domestic partner, parents, children,
5 grandchildren, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, or
6 brother-in-law. For purposes of this section, a domestic partner's children shall be treated as
7 children of the employee if, before their death, the employee legally adopted them or they
8 regularly lived with the employee and domestic partner for at least six (6) months immediately
9 prior to the death as part of a joint familial unit to which the employee regularly contributed
10 financial support and parental guidance. Further, the legally recognized parents, step-parents,
11 grandparents and siblings of the domestic partner shall be treated as in-law equivalents of the
12 employee. In the event of death involving relationships other than those set forth above, under
13 exceptional circumstances, a leave of absence may be granted by the Sheriff or the Sheriff's
14 appointed designee(s) upon request.

ARTICLE 12
HEALTH AND WELFARE

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2
3
4 1. Medical and Dental Insurance Premiums

5 A. Contribution Toward Insurance Premiums

6 (1) Full-time employees

7 a. Full-Time Employee - Definition

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

11 b. Medical/Vision/Prescription Insurance

12 Effective January 1, 2018 for calendar year 2018, each eligible
13 full-time active enrolled employee's monthly contribution for the purchase of medical benefit
14 plan coverage (which includes vision and prescription coverage) will be as follows:

2018 Health Plans	County Contribution	Full-Time Employee Contribution
Moda Performance Plan	90%	10%
Moda Preferred Plan	95%	5%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	95%	5%

15
16
17 Effective January 1, 2019 for calendar year 2019, each eligible
18 full-time active enrolled employee's monthly contribution for the purchase of medical benefit
19 plan coverage (which includes vision and prescription coverage) will be as follows:

2019 Health Plans	County Contribution	Full-Time Employee Contribution
Revised MODA Plan - PPO 400	92.5%	7.5%
MODA Major Medical Plan	100%	0%
Kaiser Medical Plan (revised)	95%	5%

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c. Dental Insurance

Effective January 1, 2018, each eligible full-time active enrolled employee's monthly contribution for the purchase of dental benefit plan coverage will be as follows:

2018 Dental Plans	County Contribution	Full-Time Employee Contribution
Delta Dental Plan	95%	5%
Kaiser Dental Plan	95%	5%
Willamette Dental Group Plan	95%	5%

Effective January 1, 2019, each eligible full-time active enrolled employee's monthly contribution for the purchase of dental benefit plan coverage will be as follows:

2019 Dental Plans	County Contribution	Full-Time Employee Contribution
Delta Dental Plan (revised)	93%	7%
Kaiser Dental Plan (revised)	93%	7%
Willamette Dental Group Plan	93%	7%

d. Part-Time Employee Coverage

In the event the County elects to employ part-time employees in positions covered by this Agreement, the County will bargain with the Association regarding the terms of coverage, consistent with applicable law.

1. Part-Time Employee – Definition

Part-time employees shall be defined as bargaining unit employees who are regularly scheduled to work twenty (20) to thirty-one and ninety-nine one-hundredths (31.99) hours per week (this excludes employees that work three (3) ten (10) hour shifts).

B. Health Care Plan Changes During the Term of Agreement

MCCDA and the County recognize the increasing costs of health care to be a major concern. In an effort to collaborate together over quality health plans, design changes and increasing costs, the County agrees to notify the Association any time there is a proposed change in plan design, change in plan designs offered to other bargaining units or any optional changes proposed by carriers that

1 would impact plan design cost or plan designs. The County agrees to meet with the Association
2 whenever the Association requests to meet regarding proposed changes in plan designs by
3 other bargaining units or changes offered by carriers that would impact plan designs. Changes
4 in plans or plan designs which are mandated by carriers and which cannot be resolved by the
5 parties, shall be subject to notice and expedited bargaining obligations, consistent with
6 applicable law. Changes in plans or plan designs which are mandated due to Federal or State
7 laws, rules, or regulations shall be presented to the Association, but will be implemented by the
8 County as required by law.

9 C. Premium Calculations For Kaiser Plans, the premium charges shall be the
10 amount charged by Kaiser to the County. For the MODA plans, the premium charges shall be
11 calculated, using sound actuarial principles, and include projected claim costs based on plan
12 experience as required by state regulations, IBNR expenses, Oregon Medical Insurance Pool or
13 other State assessments, pharmaceutical claim expenses, stop-loss premiums, third-party
14 benefit plan administration costs, and an appropriate trend factor selected to limit County
15 contributions and employee cost shares while providing adequate funding for plan operations.
16 The Association may challenge the accuracy of the premium calculations through the grievance
17 and arbitration procedure and the arbitrator shall have the authority to award a refund of excess
18 contributions for the calendar year in which the miscalculation was determined to have
19 occurred. Such a challenge shall not be limited by the time lines set forth in Article 20, but only
20 one challenge may be filed for any calendar year and any award of excess contributions shall
21 be limited to that year.

22 D. Employee Contribution Employee contributions will be made through payroll
23 deductions. Enrollment in a County-sponsored medical plan and associated employee
24 contribution is mandatory for employees who do not "Opt Out" of medical plan coverage.

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

27 F. Opt-Out of Medical Plan Employees may elect to Opt Out of coverage in the
28 County's medical plan insurance by making that election on their Benefit Enrollment form.
29 Employees making such election must provide annually, an affidavit or other qualifying proof of
30 other group medical plan insurance covering all tax dependents in order to make the Opt Out
31 election. Employees will not be eligible to change their election until the County's official annual
32 open enrollment period, unless the employee experiences an IRS recognized family status
33 change event that would allow a mid-year health plan election change.

34 1. Full-Time Employees Who Opt-Out

1 Employees who Opt Out of medical plan coverage will receive a
2 reimbursement paid by the County of two-hundred fifty dollars (\$250) (gross) per month.

3 Employees may also elect to decline dental plan coverage through the
4 County. However, there is no reimbursement associated with declining dental coverage and no
5 proof of other dental coverage is required. Employees will not be eligible to change this election
6 until the County's official annual open enrollment period, unless the employee experiences an
7 IRS recognized family status change event that would allow a mid-year health plan election
8 change.

9 G. Successor Plans and Carriers

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

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

17 2. Employee Benefit Advisory Team (EBAT)

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

27 3. Excise Tax Reopener

28 During the month of May of 2019, the County may exercise a benefits
29 reopener of Article 12, Health and Welfare, effective as of January 1, 2020. If the County
30 reopens Article 12, the Association may elect to reopen Article 16, Wages and Classifications,
31 within fourteen (14) days of the County's notice. This reopener will be for the exclusive purpose
32 of addressing the impacts and effects of the PPACA Excise Tax, or revisions thereto, and may
33 include, but is not limited to, plan and plan design changes. This reopener will be subject to the
34 same rules and bargaining process that pertains to full contract successor negotiations.

1 H. Default Enrollment

2 1. New full-time employees who fail to submit timely application to Opt Out
3 or enroll into the medical-dental benefit plans described in Section A will be enrolled by default
4 in the County's Major Medical plan and MODA Dental plan, with employee only coverage.
5 Eligible dependents of such employees may be enrolled in the default plans if the employee
6 submits application requesting dependent enrollment within fifteen (15) days of receiving notice
7 of his or her default enrollment.

8 I. Eligible Dependents

9 (1) Spouses and domestic partners

10 a. Definitions

11 1. A "spouse" is a person to whom the employee is married
12 under Oregon law.

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

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

18 (b) Has a close personal relationship.

19 (c) In addition, the employee and the other person
20 must share the following characteristics:

21 i. Are not legally married to anyone;

22 ii. Are each eighteen (18) years of age or
23 older;

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

26 iv. Were mentally competent to contract when
27 the domestic partnership began;

28 v. Are each other's sole domestic partner;

29 vi. Are jointly responsible for each other's
30 common welfare including "basic living expenses" as defined in the Affidavit of Marriage or
31 Domestic Partnership.

32 b. Enrollment of Spouse/Domestic Partner

33 Employee may enroll spouse or domestic partner in County
34 medical and dental plans upon completion of the County's Affidavit of Marriage or Domestic

1 Partnership and applicable enrollment forms. Enrollment times and other procedures for
2 administration of the medical and dental insurance plans shall be applied to employees with
3 domestic partners in the same manner as to married employees to the extent allowed by the
4 law. Spouse or domestic partner must be enrolled in the same plan as the employee.

5 (2) Children

6 a. Definitions

7 "Eligible children" includes:

- 8 1. any biological or adoptive child of the employee or
9 employee's spouse/domestic partner who is under the age of twenty-three (23); or
- 10 2. any biological or adoptive child of the employee or
11 employee's spouse/domestic partner who is between the ages of twenty-three (23) and twenty-
12 six (26) and is not eligible for health plan coverage offered through the child's own employment
13 or through the employment of child's spouse/domestic partner; or
- 14 3. a court appointed ward of the employee or employee's
15 spouse/domestic partner to the age of majority [most commonly age eighteen (18)] or to the age
16 stipulated in the court documents but not to exceed age twenty-six (26); or
- 17 4. anyone under the age of twenty-six (26) for whom the
18 employee is required by court order to provide coverage; or
- 19 5. the newborn child (grandchild of employee) of an enrolled,
20 unmarried, eligible child of the employee or employee's spouse/domestic partner who is under
21 age twenty-three (23) at the time of grandchild's birth and when the parent child is also enrolled
22 as a dependent under employee's County-sponsored coverage. Grandchild's eligibility for
23 coverage ends upon the birth parent's twenty-third (23rd) birthday or marriage date, whichever
24 occurs first, unless the County employee has legal custody of the grandchild.

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

31 b. Enrollment of Dependent Children

32 Employee may enroll eligible children in County medical and
33 dental plans upon completion of an applicable benefit enrollment forms. Children must be
34 enrolled in the same plans as the employee.

1 c. Taxability of Dependent Health Plan Coverage

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

6 (3) Termination of Dependent Health Plan Coverage

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

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

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

17 c. Employees must remove from coverage a child who has become
18 ineligible by completing a Benefit Change form and submitting the completed form to the
19 Employee Benefits Office.

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

26 e. Termination of dependent health plan coverage ends on the last
27 day of the calendar month in which the terminating event occurs. Examples:

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

28

J. When Benefits Coverage Begins and Ends

(1) Coverage for new employees

a. Medical and Dental Benefits

The employee and eligible dependents will be covered by medical and dental benefits the first day of the month following hire, provided the employee has submitted a completed enrollment form and other required documents to the Employee Benefits Office prior to that date. Employees who submit an enrollment form after the first day of the month following hire, but within thirty-one (31) days of hire, will be covered the first day of the month following date completed enrollment forms are received by Employee Benefits Office. Employees who do not submit an enrollment form within thirty-one (31) days of hire will be enrolled based on the default enrollment procedure. Coverage under the default plan(s) will begin on the first day of the month following thirty-one (31) days of employment.

(2) Benefits coverage for terminating employees

a. Retirees

1. County-subsidized coverage

Benefits options for retirees are provided for in Subparagraph N, below.

2. Unsubsidized benefits

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

b. Other terminating employees

1. County-subsidized coverage

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

Last Day in Paid Status	Coverage Ends
1st - 15th of month	30/31 st of the month
16th - 31st of month	30/31st of the following month

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

1 shares for August coverage.

2 2. Unsubsidized benefits

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

6 (3) Employees on unpaid leaves of absence

7 a. Leaves of less than 30 days

8 Employees' benefits coverage will not be affected by unpaid
9 leaves of absence of less than thirty (30) days' duration. Unpaid cost shares will be recovered
10 from employee when employee returns to paid status.

11 b. FMLA/OFLA Leaves

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

15 If the employee remains on unpaid leave for more than thirty (30)
16 days after FMLA leave is exhausted, the leave will be treated as an unpaid leave of absence per
17 "Subsection c.1" below, except that the last day of FMLA leave will be deemed the employee's
18 last day in pay status.

19 During unpaid OFLA leave only, the County will not contribute
20 toward medical or dental plan insurance coverage.

21 c. Non-FMLA unpaid leaves

22 1. Lapsing of County-subsidized coverage occurs after
23 passage of thirty (30)-day leave period. 31st day of leave with unpaid status triggers loss of
24 health plan coverage. If 31st day of unpaid non-FMLA leave occurs:

31st Day of Unpaid Non-FMLA Leave	Coverage Ends
1st - 15th of month	30/31st of the month
16th - 31st of month	30/31st of the following month

26
27 Example: Employee A goes on non-FMLA unpaid leave effective
28 July 15. Leave period exceeds thirty (30) days. 31st day of leave is August 14. Employee A's
29 County sponsored health plan coverage will end August 31. Employee B goes on non-FMLA
30 unpaid leave July 18. Leave period exceeds thirty (30) days. 31st day of leave is August 17
31 Employee B's County sponsored health plan coverage will end September 30.

1 available according to the terms of the Multnomah County Transportation Expense Plan, as may
2 be modified from time to time.

3 L. Emergency Treatment Employees will be provided with emergency treatment for
4 on the job injuries at no cost to the employees. Employees further will promptly sign an
5 appropriate Workers' Compensation claim form when presented by the employer.

6 M. Long-Term Care Any bargaining unit employee covered by this agreement may
7 participate in a long-term care insurance program developed by the Association and the County
8 consistent with carrier contracts the monthly premiums to be paid individually through payroll
9 deduction.

10 N. Retiree Medical Insurance Retirees from this bargaining unit shall be eligible to
11 participate in the County's medical plan subject to the following provisions:

12 (1) For purposes of this section, "retiree" refers to a person who meets the
13 criteria of section 5 below, who separated from service from the County on or after July 1, 1992
14 and, at the time of separation occupied a position covered by the MCCDA bargaining unit. For
15 purposes of this section, "member" or "members" refers to an active employee(s) who
16 permanently occupies a position(s) covered by the MCCDA bargaining unit.

17 (2) Except as otherwise provided in this section, retirees may continue to
18 participate in the County medical and dental plans available to members, but not in other
19 County plans not available to members. Coverage of eligible dependents uniformly terminates
20 when coverage of the retiree terminates, except as otherwise required by applicable state or
21 federal law.

22 (3) To the extent members are permitted to choose among two (2) or more
23 medical insurance plans, during annual enrollment, retirees shall be entitled to choose between
24 the same plans under the same conditions as apply to members and including the Kaiser
25 Maintenance Plan. Retired employees participating in the members' medical insurance plan
26 shall be subject to the application of any change or elimination of benefits, carrier, administrator
27 or administrative procedure to the same extent and at the same time as are members.

28 (4) The retiree shall be responsible for promptly notifying the Employee
29 Benefits Office in writing of any changes in the retiree's current address and of any changes in
30 retiree or dependent eligibility for coverage.

31 (5) Retiree Benefits Eligibility
32 Association employees who meet the retiree eligibility requirements and
33 enroll in a County-sponsored retiree health plan at employment separation are eligible for a
34 premium subsidy from the County as follows:

1 a. If a retiree has thirty (30) years of continuous County service,
2 regardless of age, the County shall pay one-half (1/2) of the monthly medical insurance
3 premium on behalf of a the retiree and his or her eligible dependents, until the retiree's sixty-fifth
4 (65th) birthday, death, or eligibility for Medicare, whichever is earlier.

5 b. The County shall pay one-half (1/2) of the monthly medical
6 insurance premium on behalf of a retiree and his or her eligible dependents, from the retiree's
7 fifty-eighth (58th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth
8 (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had

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

11 2, ten (10) years of continuous County service immediately
12 preceding retirement prior to age fifty-eight (58) years, or

13 3. ten (10) years of continuous County service immediately
14 preceding disability retirement regardless of age.

15 (6) Actual application for Medicare shall not be required for a finding that a
16 retiree is "eligible for Medicare" under subsections a and b of section 5, above.

17 (7) Part-time service in a regular budgeted position shall be prorated for
18 purposes of the service requirements set forth in section 5, above.

19 (For example, twenty (20) hours per week for two (2) months would equal one (1) month toward
20 the applicable service requirement.)

21 (8) In addition to the other requirements of this section, continued medical
22 plan participation or benefit of County contributions is conditioned on the retiree's continuous
23 participation in the County's medical and/or dental insurance plan from the time of retirement,
24 and upon the retiree's timely payment of the applicable retiree portion [i.e., fifty percent (50%) or
25 100 hundred percent (100%), as applicable] of the monthly premium. Failure to continuously
26 participate or make timely and sufficient payment of the applicable retiree portion of the monthly
27 premium shall terminate the retiree's rights under this section. However, a retiree who retires on
28 or after ratification of this Agreement will be allowed to leave coverage and opt back on to a
29 County plan as a one-time opportunity. To receive this benefit, the retiree must demonstrate
30 continuous coverage under another employer-sponsored group medical plan and must enroll
31 within sixty (60) calendar days of loss of coverage under the other group medical plan. The
32 effective date of coverage will be the first day of the month on or after receipt of all enrollment
33 forms. The County shall inform the retiree of the identity and mailing address of the collection
34 agent at the time the retiree signs up for continued post-employment medical insurance

1 coverage, and shall inform the retiree of changes of collection agent not less than forty-five (45)
2 days in advance of the effective date of the change.

3 (9) In the event the state or federal government mandates County
4 participation in and payment, in whole or in part, for any medical and/or dental insurance or
5 benefits plan which provides retirees with medical benefits or insurance coverage which would
6 constitute a substantially similar substitute for the benefits or coverage and for substantially the
7 same period as provided in this section, the County may cancel, in whole or in part, the rights
8 and benefits which would otherwise be provided under this section to the categories of retirees
9 or persons covered by the state or federal mandate, by written notice to MCCDA and retirees
10 affected by the cancellation.

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

19 2. Other Benefits

20 A. Short-term Disability Insurance Any full-time employee covered by this
21 Agreement may participate in the Short Term Disability insurance program. The monthly
22 premium must be paid individually through payroll deduction. Short-term disability elimination
23 period is thirty (30) days with benefits ending at the ninetieth (90th) day for timely enrollees
24 within thirty-one (31) days of hire. These forms are processed by the Employee Benefits Office.
25 Qualification is subject to the eligibility requirements of the disability carrier contract.

26 B. Long-Term Disability Insurance

27 (1) All bargaining unit members that work twenty (20) hours or more per
28 week will continue to be covered by a County-paid group long-term disability insurance policy,
29 the provisions of which shall be the same as those in the County's group policy plan as
30 specified to the Association. The County may not terminate a disabled employee (except for
31 cause unrelated to the disability) during the period of disability.

32 (2) In the event an employee is on an approved FMLA/OFLA leave and has
33 an approved long-term disability (LTD) claim, the County will continue to pay the premium to
34 provide medical insurance coverage. Once FMLA/OFLA entitlement has been exhausted,

1 COBRA coverage will be offered and is self-paid.

2 C. Life Insurance The County agrees to provide each employee covered by this
3 Agreement with term life insurance in the amount of fifty thousand dollars (\$50,000), and
4 accidental death and dismemberment insurance in the amount of fifty thousand dollars
5 (\$50,000). Any increases to the County provided coverage are subject to the terms of the
6 insurance contract.

7 Employees, at their option, may purchase supplemental term life insurance
8 coverage for themselves, their spouse or their domestic partner consistent with carrier
9 contract(s) by payroll deduction. Premiums will vary according to age of the insured. Insured
10 employees will have access to a certificate evidencing such insurance. Employees will
11 designate their beneficiaries for the life insurance coverage.

12 Retirees of the Public Employees Retirement System will be provided with five
13 thousand dollars (\$5,000) of term life insurance coverage by the County during the period of
14 time they receive pension benefits, provided they retired on or after July 1, 2001.

15 D. VEBA (Voluntary Employee Beneficiary Association). The County will convert an
16 amount equal to one percent (1%) of each Association member's hourly rate (including base
17 wages, overtime wages, incentive pay and longevity pay), and will contribute that amount into
18 each employee's HRA-VEBA account each pay period. The one percent (1%) will vary in terms
19 of the actual dollar amount based on the number of hours worked and any increases in
20 compensation. The one percent (1%) conversion will be deemed an employer-paid benefit and
21 will not be subject to PERS contributions or benefits. The HRA contribution process will remain
22 in place for the term of this collective bargaining agreement, with extension of the contributions
23 subject to annual review by mutual agreement of the Association and County. Notwithstanding
24 this paragraph, if a circumstance beyond the control of the parties substantively impairs the
25 ability of the County to make the salary conversion and HRA-VEBA contributions as described
26 above (e.g., a change in law or administrative rule), this paragraph may be voided by the
27 County, at which time the one percent (1%) shall be added back to the salaries of each
28 employee.

29 E. Right To Communicable Disease Information If an employee is exposed while
30 on duty to the blood or bodily fluids of an inmate, the County shall immediately request the
31 inmate to voluntarily release his or her medical records to the employee's physician. The
32 County shall, upon receipt of the release, provide appropriate medical information to the
33 employee's physician. If an inmate refuses to sign the release, the County shall notify the
34 officer and MCCDA concerning the matter.

1 F. Fitness for Duty Examinations The County may require an employee to submit
2 to and cooperate fully in a physical, psychiatric, or psychological examination. Except when
3 otherwise required by law, health practitioners conducting such an examination shall be
4 selected by the County with all costs for such examination being borne by the County. Such
5 examination is for the purpose of providing the employer with information needed to conduct its
6 business, and is not one in which the employee and examining health care practitioner(s) will
7 have or develop a patient-client relationship. The affected employee shall authorize the
8 examining health practitioner(s) to forward a copy of the report to the Sheriff's Office Human
9 Resources Director, as well as to a health care professional designated for this purpose by the
10 employee, for review and release to the employee. The Human Resources Director may also
11 provide the report to the County's medical or legal or labor relations representatives, including
12 their assistants, in connection with actual or potential litigation. The Human Resources Director
13 may also share information in such reports in connection with fitness for duty determinations or
14 leave or benefit eligibility under contract or law. The report may also be disclosed in the
15 forum(s) in which any such litigation is pending and to persons incident thereto, subject to such
16 protective orders and other limitations as the forum may impose. Except as otherwise required
17 by law (e.g., court order) or for litigation, no other persons may have access to the report
18 without the employee's written permission, including supervisors. Disclosure of employee
19 medical, psychiatric or psychological information to supervisors or other persons will be
20 generally permitted only when the supervisor or person has a genuine need to know.
21 Disclosure in such instances shall be strictly limited to the amount and type of information
22 reasonably necessary for the supervisor or other person to address the legitimate business
23 purpose involved (e.g., work restrictions or limitations, accommodations necessary for the
24 employee to perform his or her duties, information needed to respond to medical emergencies,
25 etc.) A physical, psychiatric or psychological examination shall not be mandatory for each
26 employee more than once in each fiscal year, except when consistent with business necessity
27 as defined under the Americans with Disabilities Act.

28 G. Health and Security of Persons and Facilities; Administrative Search Authorized

29 (1) To aid the interdiction of illegal drugs, detect and suppress substance
30 abuse, promote the health and safety of corrections employees, MCSO corrections clientele,
31 and the public, further penal and rehabilitative policy objectives, and ensure confidence of the
32 public and other justice service agencies in the integrity of the MCSO, the Sheriff may
33 promulgate and enforce reasonable work rules related to the possession and use of drugs and
34 alcohol, and design and implement a combined or singular urinalysis-based drug and

1 breathalyzer/blood-based alcohol testing program in which Corrections Deputies and
2 Corrections Sergeants may be required to participate, subject to the limitations described in this
3 section.

4 (2) The program described in this section may provide for testing premised
5 on a reasonable suspicion that the employee is under the influence of regulated drugs or
6 alcohol in violation of employer rules at the time the urine sample is taken. (A "reasonable
7 suspicion" means a belief based on one (1) or more specific articulable facts from which one
8 could reasonably infer that the employee may be under the influence of alcohol or drugs.)
9 Further, to the extent permitted by law, the program described in this section may provide for
10 urinalysis-based testing without suspicion or warrant. However, such suspicion less or warrant-
11 less tests may only be performed to monitor compliance of the employee with MSCO
12 abstinence requirements for a period of eighteen (18) months after the employee has been
13 identified as having used or possessed regulated substances in a manner proscribed by MSCO
14 rules.

15 (3) The giving of urine samples as part of the testing program implemented
16 under this section shall be performed by the employee in private in a suitable location
17 designated by the employer.

18 (4) The parties agree that the results of a urinalysis-based test undertaken
19 pursuant to this section without reasons or procedures that would meet constitutional
20 requirements for a search or seizure for purposes of criminal investigation or prosecution may
21 not be used in criminal investigations or prosecutions. However, if the results would evidence
22 possible criminal conduct and simultaneous violation of employer rules, such evidence may be
23 used to establish violation of employer rules even though it cannot be used to investigate or
24 establish criminal conduct with the objective of criminal prosecution for criminal conduct.

25 (5) Prior to implementing a revised testing program pursuant to this section,
26 the Sheriff or his designee shall give the MCCDA specific notice of the contents of such
27 program and of any substantial changes in the program made pursuant to MCCDA comments
28 thereon and before initial implementation. Thereafter, the Sheriff shall give the MCCDA notice
29 of any substantial revisions of the plan. The MCCDA shall have thirty (30) days to submit
30 comments to the Sheriff or his designee on the program first proposed, and thereafter ten (10)
31 days to submit comments on any amendments to the program first proposed or program
32 revisions following implementation. The MCCDA may initially raise any challenge to the
33 reasonableness of proposed rules or the constitutionality of any proposed rule or program
34 procedure only at this time. The Sheriff may implement the program or program revision without

1 bargaining after conclusion of the applicable comment period.

2 (6) The employer shall give each present employee and each new hire a
3 copy of the program procedures, related work rules, and any subsequent revisions and notice
4 that the procedures, rules or revisions may be applied to any Corrections Officer or Corrections
5 Sergeant.

6 (7) Employees who voluntarily seek and obtain professional help for
7 substance abuse problems, and who thereafter refrain from the violation of employer rules
8 governing the possession or use of drugs shall not be subject to disciplinary action for the
9 previously undisclosed prohibited possession or use of the regulated substance. However, this
10 does not immunize the employee for discipline related to breaches of required conduct that
11 were incidental to such use, or for conduct for which the employer or any criminal justice agency
12 had independent knowledge prior to the employee's disclosure.

13 (8) Disputes concerning the constitutionality of any rule or procedure
14 designed or implemented pursuant to this section shall not be subject to grievance or binding
15 arbitration. It is the parties' intent that such disputes will be resolved through the court system.

16 (9) Work time used for purposes of assessment, evaluation counseling, and
17 treatment of drug or alcohol dependency shall be charged against accrued and available sick
18 leave until exhausted, then against accrued and available vacation leave until exhausted, then
19 against unused personal holidays until exhausted, and then against leave without pay if
20 authorized by the employer.

21 (10) The laboratory that performs such analysis shall be SAMSHA-certified or
22 certified by the State Department of Health for such testing. Testing procedures for all
23 employees shall be governed by the same standards as apply to employees whose jobs require
24 a Commercial Driver's License under federal law. These standards include, but are not limited
25 to, those governing sample acquisition, chain of custody, laboratory selection, testing methods
26 and procedures, and verification of test results.

27 (11) If the County requests an MCCDA member to submit to a breathalyzer
28 test, the member shall be informed at that time that they have the right to verify the results of
29 such test with a blood-based test. If the member requests a blood-based verification test, the
30 Association shall reimburse the County for the additional cost of such test, unless the results of
31 the blood-based test results differ from the breathalyzer test by more than ten percent (10%), in
32 which case the County shall bear the cost of both tests. A urine or blood sample taken pursuant
33 to the program implemented under this section shall be split in approximately equal parts at the
34 time it is given. This sample shall be stored in a secure refrigerated location for a period ending

1 not sooner than five (5) days after the employee is notified of any urinalysis of the first sample
2 indicating a presence of a regulated substance at a level exceeding the standard set forth in this
3 program (i.e., "tests positive" test result). During this period the employee may request that the
4 second part of the sample be retested and such retest shall be conducted. The County will
5 contract with a medical doctor trained in toxicology to act as a Medical Review Officer (MRO).
6 He or she will review preliminary positive tests with employees and any relevant health care
7 providers before the results are reported to the County. Based on his or her professional
8 judgment, he or she may change the preliminary positive test result to negative or inconclusive.
9 (NOTE: The County will not be able to distinguish a test result that is negative or inconclusive
10 by MRO intervention from any other negative or inconclusive test result.) In addition, the
11 following safeguards will apply:

12 a. Test results will be issued by the testing laboratory only to the
13 investigatory or supervisory personnel designated by the County. The results will be sent by
14 certified mail or hand-delivered to the employee within three (3) work days of receipt of the
15 results by the County.

16 b. If the employee disagrees with the results of the alcohol or drug
17 test, the employee may request in writing within five (5) days of receipt of the test results, that
18 the sample be retested at the employee's expense by a State or SAMSHA-certified testing
19 laboratory selected by the employee. Failure to make timely written request for a retest shall be
20 deemed acceptance of the test results. If an employee requests a retest, any disciplinary action
21 shall be stayed pending the results of retesting.

22 c. Test results are medical records, and will be handled in
23 accordance with applicable federal and state law and County Administrative Procedures
24 concerning confidentiality and disclosure of such records.

25 H. Defense and Indemnification The County shall defend and indemnify employees
26 covered by this Agreement against all claims and judgments incurred in or rising out of the
27 performance of their official duties.

28 I. FMLA/OFLA Eligibility Only actual hours worked will be counted when reviewing
29 the number of hours worked to determine if an employee meets the minimum hours worked
30 eligibility requirements to be covered under FMLA and/or OFLA. Paid time off (such as vacation
31 leave, sick leave, and compensatory time taken) does not count toward FMLA and OFLA
32 eligibility requirements.

ARTICLE 13
WORKERS' COMPENSATION

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

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

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

A. Supplemental benefits shall only be payable for those days compensated by Workers' Compensation time loss.

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

C. To the extent not compensated by Workers' Compensation benefits, the day following the first day of occupational disability and the next succeeding day shall be compensated as time worked if such days would have been workdays.

4. If the County or its agent denies the claim or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work shall, to the extent not compensated as time loss by the County, be paid from and charged against his or her sick leave. However, if a denied claim is subsequently accepted or reversed, sick leave will be restored, and the associated sick pay will be recovered through payroll deduction for the amount of compensated time loss.

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

1 6. The County shall continue to provide medical and dental benefits as provided by Article
2 12 from the first day of occupational disability subject to the limitations of Article 12, Health and
3 Welfare, if any, for a period of twenty-four (24) months or such longer period as required by law.

4 7. The County and the employee shall continue to make retirement contributions, including
5 employee "pick-up", based upon the appropriate percentage of supplemental benefits paid,
6 throughout the period that the employee receives such benefits.

7 8. The employee shall receive his or her supplemental benefits for a given pay period on
8 the regular payday for that period.

9 9. If an employee sustains an injury during his or her probationary period, the employee's
10 probation may be extended by written agreement of the Association and the County.

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

16 A. Written Election Eligible employees who wish to participate in the PERS
17 Continuation Program shall sign an election form and present it to the Multnomah County
18 Finance Division, Payroll Office.

19 B. Benefits The employee will receive one-hundred percent (100%) of his or her
20 regular straight time salary (including premiums being paid just prior to initiation of any workers'
21 comp-related time loss payments) retroactive to and including the first day of the pay period in
22 which the election is made. The County will also make full PERS contributions, including
23 employee "pick-up," for the same time period. However, the County is not required to pay these
24 benefits for days the employee receives regular salary under Section 13 (3) of this Article. In
25 addition, these benefits shall only be payable for those days compensated by Workers'
26 Compensation time loss on an approved claim. If an award of retroactive benefits is made on
27 an approved claim, the employee may elect to participate in the PERS Continuation Program at
28 the time the decision to award benefits is made. The effective date of the election will be
29 retroactive to the earliest date for which the employee receives retroactive Workers'
30 Compensation benefits. If an employee elects to participate in the Program but his or her claim
31 is not approved, the election will be void and the employee will be entitled to exercise the
32 election on another occasion. However, because the election stays in effect for three (3)
33 continuous years from the first (1st) date for which the employee actually receives PERS
34 Continuation Benefits under this program, a Workers' Compensation claim denial after the

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

3 C. Duties of Participating Employees

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

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

16 D. Other Provisions:

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

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

27 (3) Collection Fees for Late Payments In addition to the missed payment,
28 the delinquent employee is required to pay the County a fifty dollar (\$50) collection fee. The
29 County is also entitled to collect a delinquency penalty for each day of late payment after the
30 employee receives notice of delinquency. This daily fee shall equal one percent (1%) of the
31 Workers' Compensation benefit received by the employee for that pay period. For example, an
32 employee who repays an eight-hundred dollar (\$800) delinquency within one (1) week after
33 receipt of the notice of delinquency will be assessed fees and penalty of one-hundred six dollars
34 (\$106) [fifty dollars (\$50) collection fee plus fifty-six dollars (\$56) in delinquency penalties]. If an

1 employee repays the delinquency prior to receipt of the notice of delinquency, the employee will
2 be assessed only the fifty dollars (\$50) collection fee.

3 (4) The amounts owed by the employee can accumulate to an amount no
4 more than twice the amount of the delinquent time loss equivalent payment. Employees who
5 are physically or mentally disabled to such an extent that they cannot perform repayment
6 obligations will not be assessed penalties during the period of such incapacity. In addition, an
7 employee who has never in fact cashed the Workers' Compensation benefit check and who
8 returns the check to the County shall not be assessed a daily delinquency penalty. These
9 exceptions shall be enforceable through the grievance procedure.

10 (5) Request for Penalty Waiver A delinquent employee may request waiver
11 of a delinquency penalty or collection fee. The request shall be in writing to the Director of the
12 County's Finance Division. The request shall state the reasons for the late payment. The
13 request must be made within ten (10) days after the delinquent payment is made, or ten (10)
14 days after receipt of notice of delinquency, whichever is earlier. The Director shall have the
15 discretion to waive or reduce the fee or penalty imposed.

16 An employee wishing to request a waiver must first pay the underlying
17 debt and the collection fee. If the employee's request is denied, the employee must then pay
18 the fees owed within seven (7) days of the receipt of the Director's decision. The Director's
19 decision on the request shall be sent in writing to the employee by certified mail. The Director's
20 decision shall be final.

21 E. Length of Coverage An employee may choose to be covered under the PERS
22 Continuation Program only once for the employee's entire career as a Corrections Officer with
23 Multnomah County. Once selected, the election shall continue for three (3) continuous years
24 from the effective date of the election. The eligible employee is entitled to receive benefits
25 under the program for the entirety or for any portion of the election period for any compensable
26 claims.

ARTICLE 14
SENIORITY AND LAYOFF

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4 1. Definition of Seniority

5 Seniority shall be determined as follows:

- 6 A. Total length of unbroken service within job classification; if a tie occurs, then
- 7 B. Total length of unbroken service within the bargaining unit; if a tie occurs, then
- 8 C. Total length of unbroken service with the Corrections Branch; if a tie occurs, then
- 9 D. Total length of unbroken service with the County; if a tie occurs, then
- 10 E. Score on the Civil Service examination; if a tie occurs, then
- 11 F. Filing date of the application.

12 2. Computation of Seniority

13 A. Seniority at contract signing Seniority from the signing date of this Agreement
14 shall be in accordance with the seniority list posted on the County's website, as set forth in
15 Article 21, Section 13, and in the event of bumping or voluntary demotion to a vacancy in lieu of
16 layoff, in accordance with Section B. (6) below. Nothing contained in this Agreement shall affect
17 already determined dates of probationary service.

18 B. Seniority for time served subsequent to contract signing Seniority for time served
19 subsequent to the signing date of this agreement shall be in accordance with the following rules:

20 (1) Time on authorized leave taken with pay will be counted.

21 (2) Except to the extent required by law governing military leaves, if an
22 employee takes a leave of absence without pay which exceeds thirty (30) consecutive days, no
23 portion of the leave will count. However, this provision shall not apply to educational leaves up
24 to one year under article 11.5, and approved leaves under the Oregon Family Leave Act and the
25 Federal Medical Leave Act.

26 (3) Time spent in a trainee capacity (e.g., CETA, or Intern Programs) will not
27 be included.

28 (4) At the time of initial hire in a permanent capacity, temporary time served
29 which counts toward the probationary period as provided in Article 2.A. shall also count toward
30 seniority.

31 (5) Time spent in a classification in previous government service will be
32 included if the employee transferred in accordance with ORS 236.610 through 236.650.

33 (6) An employee who transfers to a lower classification in the promotional
34 line within the bargaining unit will be understood, for purposes of these guidelines, as having

1 accrued seniority in their present classification plus the seniority accrued in the higher
2 classifications held by them prior to their transfer.

3 (7) Time spent on layoff will not be included.

4 (8) Service is "broken" for purposes of this Article by discharge, voluntary quit
5 from employment with Multnomah County, promotion or transfer out of the bargaining unit
6 except as specifically provided in Subsections 3.B.(2)d.4. and 3.B.(2)d.5., below, or expiration of
7 the layoff list.

8 3. Application of Seniority

9 A. Retirement It is understood that seniority dates as established in this Agreement
10 do not apply to retirement benefit calculations.

11 B. Layoff and Bumping

12 (1) The Basic Layoff Rule Reductions in force are to be identified by
13 classification. Employees holding positions shall be subject to transfer, demotion, or layoff
14 options in inverse order of seniority.

15 (2) Bumping

16 a. Definitions

17 1. Bumping The replacement of an employee with less
18 seniority by an employee with more seniority.

19 2. Promotional Line A "promotional line" refers to a series in
20 which the higher classification requires service in the lower classification as a prerequisite. The
21 following promotional line is recognized for the purposes of the layoff provisions of this
22 Agreement: Corrections Officer, Corrections Supervisor (Sergeant).

23 3. Classification previously held A "classification previously
24 held" refers to a classification in which the employee served as a regular employee.

25 b. Bumping employees in the same classifications If no vacancy
26 exists, the employee may bump an employee with less seniority.

27 c. Bumping employees in a lower classification An employee who is
28 subject to layoff may transfer to a lower classification in the same promotional line, or to a
29 classification previously held, if (1) a vacancy exists, or (2) if no vacancy exists, the employee
30 has more seniority than the employee in the lower classification. For purposes of this
31 subsection seniority includes unbroken service accumulated in both the higher and lower
32 classifications in accordance with 3.B.(2)a.ii. above.

33 d. Special employee categories

34 1. Employees without permanent status Within a

1 classification, temporary and other employees who do not have permanent status will be laid off
2 before employees with permanent status, will not be placed on layoff lists, and do not have
3 bumping rights. The order of layoff of temporary employees shall be governed solely by the
4 Sheriff's judgment.

5 2. Permanent employees on temporary appointment A
6 person who had acquired permanent, non-probationary status in a classification and who
7 subsequently is given a temporary appointment shall be entitled to reappointment in his former
8 classification under the guidelines of this procedure.

9 3. Probationary employees Time spent on layoff will not
10 count toward the probationary period.

11 4. Trial service period The trial service period shall not
12 exceed one (1) year. An employee who has not completed a trial service period following
13 promotion and is laid off or terminated for non-disciplinary reasons shall be afforded bumping
14 rights to the classification previously held prior to promotion according to seniority. Time served
15 in the higher classification shall be deemed service in the classification previously held. For
16 purposes only of this subsection, the first year of service in an exempt Corrections Branch
17 classification shall be deemed a trial service period and time served shall be treated as in any
18 other classification.

19 5. Exempt Corrections Branch Employee An employee may
20 be bumped by an exempt Corrections Branch employee who was previously a member of the
21 bargaining unit and who either fails probation at the exempt management position or is demoted
22 by reason of budgetary reorganization or pursuant to Multnomah County Code 9.120(C). In
23 such event only time served in bargaining unit status shall be counted.

24 (3) Notification and Placement on the Layoff List

25 a. Notice All employees who may be subject to layoff shall be given
26 notice in writing at least fifteen (15) days prior to the day of expected layoff. Such notice shall
27 stipulate the reason for layoff, advise that the layoff is for reasons not reflecting discredit on the
28 employee, and inform the employee of any transfer or demotion option which the employee may
29 possess under this Agreement. The Association shall also receive such notification.

30 b. Offer of Transfer or Demotion An employee who is subject to
31 layoff and who is offered a transfer and/or demotional option will indicate a preference within
32 five (5) days of receipt of notice. Failure to do so will be deemed as agreement to accept layoff
33 status.

34 c. Placement on List The name of an employee who is laid off shall

1 be placed on a layoff list by seniority for the classification which he or she last held and any
2 other lower classification in the promotional line. An employee who accepts a lateral transfer or
3 elects to retire shall not be considered as having layoff status and shall not be placed on a layoff
4 list. However, an employee who accepts a demotion shall be placed on a layoff list for the
5 classification from which he or she was demoted.

6 d. Time in Layoff Status Employees are entitled to have their names
7 remain on a layoff list for twenty-four (24) months from the date of layoff or demotion in lieu of
8 layoff. Employees will be removed from the layoff list only under the following circumstances:

- 9 1. Upon written request of the employee; or
- 10 2. Upon election to take retirement status; or
- 11 3. Upon acceptance of permanent reappointment from the
12 layoff list; or
- 13 4. Upon declining an offer of permanent reappointment; or
- 14 5. Upon failure to receive a response to a certified letter sent
15 to the employee's last known address within fourteen (14) days of its having been mailed.

16 (4) Recall of Laid-Off Employees When a vacancy occurs in a classification
17 for which a layoff list exists, the employees on the list shall be recalled in order of their seniority.
18 Failure of the County to recall a laid-off employee will be permitted only when the manager
19 submits clear justification in writing to the employee and the Association that re-employment
20 would not be in the best interest of the County by reasons that the employee is no longer
21 qualified for the position. The above justification shall be reviewed and processed in
22 accordance with the rules governing dismissal for cause. All laid-off employees in a
23 classification must be recalled before the County may fill a vacancy in the classification through
24 the normal examination process.

25 C. Shifts and Days Off Whenever there is more than one (1) shift within the same
26 job classification, employees shall, on an annual sign-up basis, indicate their preference of
27 facility, shift and days off according to their respective seniority. The Corrections Commander
28 or his or her designee will make shift/days off/facility assignments based on seniority preference
29 to the extent that he or she determines they are consistent and do not conflict with the needs of
30 the Office of the Sheriff. Such determinations by the Corrections Commander shall be
31 reasonable. However, probationary deputies may be reassigned or rotated among shifts and
32 facilities for any reason. If vacation bidding by shift is terminated pursuant to the MOU between
33 the parties, this section shall thereafter be read as though the word "facility" did not appear
34 herein.

1 4. Work assignment The County reserves the right to make work assignments; however,
2 no assignment shall be for solely arbitrary or capricious reasons. The County shall use a
3 competitive selection process for special assignments. Upon request, the Association will be
4 provided with the final ranked list of qualified applicants for these off-line positions. Prior to the
5 notice of interest being published, the non-represented manager responsible for managing the
6 unit will give the MCCDA President or designee an opportunity to review and discuss the
7 selection process. If the employer elects to use an application process for filling a particular
8 “special assignment” at a given time, it shall use a process that provides general notice of the
9 opportunity to the bargaining unit. Upon written request to the Chief Deputy, non-selected
10 applicants will be provided feedback for improvement.

ARTICLE 15
HOURS OF WORK

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1. Work Day

A. The regular hours of each workday shall be consecutive hours plus a fifteen (15) minute roll call security briefing when scheduled.

B. Mandatory overtime at the end of (or prior to) the regular shift will be no longer than four (4) additional hours except in a bona fide emergency.

C. Employees shall be entitled to be paid for all time they are required to be on the job, or at the corrections facilities, including but not limited to the 15-minute roll call security briefing, and all other portions of their work shift. Nothing in this section shall be construed to prevent the employer from scheduling the fifteen (15) minute briefing period as part of the eight (8) hour work shift, but if the employer schedules it outside said shift, the employer shall compensate employees for the time outside the shift.

D. Alternative Work Schedules Greater flexibility in scheduling which benefits employees on Special Assignments and the County, may be implemented, provided that such schedules are in writing, and are agreed upon by the Association and the Labor Relations Manager. A copy of any such agreed-upon schedules shall be provided to all directly affected employees. Work schedules created under this section shall be subject to the terms of this Agreement.

E. Special Assignment Flex Time Employees may request to work fewer hours than scheduled on one (1) day in a FLSA work week and make up for those hours by working an equivalent number of additional hours on another day or days in the same FLSA work week. Such scheduling is subject to the approval of management, and regardless of any other provision of this Agreement, will not result in overtime pay.

F. Compensatory Time Off In lieu of overtime under Article 16, Section 5, employees may elect to receive equivalent compensatory time off with pay to a maximum of ninety-six (96) hours in a calendar year. Any employee who has already received ninety-six (96) hours compensatory time in that calendar year may not elect to receive equivalent compensatory time off for additional overtime in that calendar year.

Employees may schedule any approved compensatory time off subject to the following procedures and conditions:

(1) Employees will be permitted to sign up for compensatory time off only after completion of designated vacation leave/personal holiday calendar slots as set forth in the

1 2001 Memorandum of Understanding entitled "Memorandum of Understanding: Vacation
2 Scheduling for MCCDA Members." Compensatory time accruals are not counted in the vacation
3 leave/personal holiday calendar for designation of slots. Compensatory time may only be taken
4 if a space is available in the vacation leave/personal holiday schedule. Compensatory time
5 shall not be substituted for vacation scheduled during the annual seniority bidding process.
6 Ninety (90) days prior to the end of each calendar year the County may give written notice to
7 MCCDA that the County may cash out time balances in excess of forty (40) hours for the last
8 pay period in December of each year. During January of each year, employees may request
9 cash-out of compensatory time balances in excess of forty (40) hour, to be paid the last pay
10 period of February of that year.

11 (2) Employees may sign up for a maximum of ninety-six (96) hours for the
12 calendar year.

13 (3) Employees must sign up for compensatory time off in increments of eight
14 (8) hours for employees who work five (5) eight (8) hour shifts and ten (10) hours for employees
15 who work four (4) ten (10) hour shifts.

16 (4) If an employee does not have sufficient compensatory time in his or her
17 compensatory time account on a date he or she has designated for compensatory time off, the
18 portion of the shift not covered by compensatory time will be charged to the employee's
19 vacation or personal holiday accruals, at the employee's discretion.

20 If the employee does not have sufficient compensatory time, vacation
21 time or personal holidays available for that day, the employee will be considered AWOL and will
22 be subject to discipline, up to and including discharge, consistent with applicable law.

23 (5) In the event an employee wishes to cancel a designated compensatory
24 time off day, he/she must provide written notice of intent to cancel to the on-duty OIC at least
25 twenty (20) days prior to the scheduled compensatory time off. If an employee fails to provide
26 such notice and shows up for work, he/she may be sent home with no payment for show up
27 pay. Employees who fail to cancel compensatory time are also subject to appropriate
28 disciplinary action.

29 (6) The procedures for cashing out, accruing and scheduling compensatory
30 time off will be repeated each year, subject to the terms and conditions outlined above.

31 2. Work Week The workweek shall consist of seven (7) days, during which each employee
32 will be scheduled to work five (5) consecutive days of eight (8) hours per day with two (2)
33 consecutive days off or four (4) days of ten (10) hours per day with three (3) days off. Except
34 for the fifteen (15) minute briefing period, any work in excess of forty (40) hours within a

1 workweek shall be subject to the payment of overtime, per Article 16. Alternative work
2 schedules may be implemented upon mutual agreement of the parties.

3 3. Time Off Between Shifts No employee shall be required to work more than one (1) shift
4 with seven (7) hours and forty-five (45) minutes or less off, between shifts, during each
5 scheduled work week and except as provided in Section 4 shall have not less than forty-seven
6 (47) hours and forty-five (45) minutes off between scheduled work weeks, unless voluntarily
7 waived.

8 4. Work Schedules

9 A. Posting and Vacation Relief Except as provided in Sections 5 and 6 of this
10 Article, and during a bona fide emergency, work schedules including any overtime showing
11 each employee's shift, work days and hours shall be posted on all employee bulletin boards at
12 all times and shall not be changed unless posted for ten (10) days.

13 B. Change of Days Off Change of shifts and/or days off as the result of the annual
14 sign-up or voluntary shift or day off changes may necessitate on a temporary basis irregular
15 scheduling of days off to include split weekends as well as shorter than normal periods between
16 shifts or weekends. Such changes are allowable without application of other provisions of this
17 Agreement provided:

18 (1) Limitation of disruption of days off Days off following fourteen (14) days of
19 assignment to the new shift shall be in accordance with the new weekend days assigned.

20 (2) Break days The employee shall not be scheduled to work more than five
21 (5) days in a row without an unpaid break day. Hours worked in excess of these five (5) days
22 shall be paid at the overtime rate of pay. Days worked immediately prior to the shift change
23 shall be included in the five (5) day requirement of this subsection.

24 (3) Time between shifts

25 a. Involuntary changes In cases of involuntary shift changes, the
26 employee's new shift shall not begin less than twenty-three and three-quarter (23.75) hours
27 following the end of the last shift; provided, however, this limitation shall not apply upon return to
28 original shift in instances of temporary shift changes. An employee may voluntarily waive this
29 provision.

30 b. Voluntary changes In cases of voluntary changes, the employee's
31 new shift shall not begin less than eight (8) hours following the end of the last shift, except when
32 the employee has voluntarily agreed to work a shift immediately following his or her regularly
33 scheduled shift in lieu of working his or her following regularly scheduled shift within the same
34 work week. In such case, no break will be required between shifts. Voluntary shift changes

1 shall be assigned based on seniority to employees who respond within fifteen (15) minutes of a
2 general radio broadcast at the facility where the opportunity arises.

3 c. Annual sign-up Shift changes at the time of the annual sign-up
4 shall be deemed voluntary unless the employee is not granted his or her expressed shift
5 preference from remaining options at the time he or she signs up.

6 (4) Shift weekends No change of shift under the terms of this section shall
7 result in more than one (1) split weekend. It is further specifically understood that in the
8 instance of a temporary change in shift during the year no more than two split weekends would
9 result, i.e. one (1) going into the temporary shift and one (1) upon return to the permanent shift.

10 (5) Semimonthly No employee shall be paid less than eighty (80) hours in a
11 semimonthly pay period as the result of the application of the provisions of this section; provided
12 further, however, that hours worked in excess of eighty (80) hours in a pay period as the result
13 of the application of this Article shall not be eligible for overtime except as provided in
14 Subsection (2) Break days. Employees who are paid less than eighty (80) hours in a
15 semimonthly pay period will be compensated additional make up time so that employee's pay
16 equals eighty (80) hours. Make up time is not considered authorized work for purposes of
17 Article 16, Section 5.

18 C. Bidding Under Alternative Work Schedules The parties acknowledge that during
19 the term of the predecessor agreement, the Association has agreed to allow alternative work
20 schedules for certain special assignments. Bidding within such alternative work schedules shall
21 be by bargaining unit seniority except where the County has an operational need to assign
22 particular personnel to a particular schedule. The County must give written notice to the
23 Association of proposed exceptions to seniority at least two weeks prior to the start of the
24 bidding process.

25 5. Voluntary Shift Changes

26 A. Except as provided in Section 4 above, all shift changes shall be made on a
27 voluntary basis and for a single shift only.

28 B. Any employee voluntarily changing a shift will be paid a premium in accordance
29 with Article 16, Section 9.

30 6. Voluntary Waiver of Ten (10) Days Notice An employee may at any time voluntarily
31 waive the ten (10) day notice of shift and schedule change by signing a waiver authorization
32 form.

33 7. Continuous Operations Employees engaged in continuous operations are defined as
34 being any employee or group of employees engaged in an operation for which there is regularly

1 scheduled work for twenty-four (24) hours a day, seven (7) days a week. The workweek for
2 employees engaged in continuous operations shall consist of five (5) consecutive eight (8) hour
3 days, four (4) ten (10) hour days or alternative schedule.

4 8. Security Briefings Corrections Officers may be required to attend security briefing for
5 fifteen (15) minutes before the commencement of each shift.

6 9. Court Subpoenas or Writs Employees in receipt of a subpoena, summons, or writ shall
7 immediately notify his or her facility commander of the scheduled time of appearance or
8 deposition. A copy of the subpoena, summons, or writ shall be delivered to the facility
9 commander as soon as practicable. Upon completion of court appearance or deposition, if
10 during a regularly scheduled shift, the employee shall contact the facility commander for
11 reassignment. The parties agree that the terms set forth in Addendum G shall apply.

12 10. Meal Periods Subject to interruption based on operational needs, all employees shall be
13 granted a thirty (30) minute meal period during each work shift, which shall be with pay. The
14 County shall permit any employee who is requested to and does work two (2) hours beyond his
15 regular quitting time, time off for his meal. Whenever practicable, meal periods shall be
16 scheduled in the middle of the shift.

17 11. Meal Costs Not Included in Overtime Calculations In accordance with 29 CFR 548.304,
18 the parties agree that the cost of meals shall not be included in regular pay for the purpose of
19 computing overtime.

20 12. Overtime Waiver The parties waive application of ORS 653.268.

21 13. Implementation of 7.k. Provision of the FLSA The parties recognize and agree that the
22 Office of the Sheriff has implemented a 7.k. exception in connection with the effective date of
23 application of the Fair Labor Standards Act to State and Local Government, April 15, 1986. The
24 terms of the exception are

25 Work Period - 28 days

26 Maximum Hours - 165.5

ARTICLE 16

WAGES AND CLASSIFICATIONS

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4 1. Wages and Classifications Schedule

5 A. Employees shall be compensated in accordance with the Wage Schedule
6 attached to this Agreement and marked Addendum "A". The attached Wage Schedule shall be
7 considered a part of this Agreement.

8 Employees will advance one step in their respective classifications on each
9 anniversary of their employment.

10 B. When any position covered by this Agreement but not listed on the Wage
11 Schedule is established, the County may designate a job classification and pay rate for the
12 position, which rate shall bear a just and proper relationship to existing rates within the
13 bargaining unit. If the Association does not agree that the classification and/or rate are proper,
14 the parties mutually agree to meet and confer on the specific objections raised by the
15 Association.

16 C. Whenever an employee performs work in a higher classification four (4) hours or
17 more, the employee shall be paid for the entire period of such work at the rate assigned to the
18 higher classification in the appropriate step according to promotional policy.

19 D. Employees who work regularly on a part-week basis in a higher classified job will
20 be paid the higher rate for all hours worked in such assignment.

21 E. Management will not attempt to avoid paying the higher rate by rotating the
22 assignment or by other circumvention.

23 F. Longevity Pay Employees who have completed fourteen (14) years of County
24 service shall receive, as part of their regular rate of pay, a longevity incentive payment of two
25 and one-half percent (2.5%) of the applicable base hourly wage set forth in Addendum "A".

26 Employees who have completed twenty (20) years of County service shall
27 receive, as part of their regular rate of pay, an additional one and one-half percent (1.5%) of
28 their applicable base hourly wage for a total longevity premium of four percent (4.0%) after
29 twenty (20) years.

30 Any categories of premium pay or achievement incentive shall be compounded
31 on top of longevity pay.

32 County service is defined as County service in classified and/or unclassified
33 positions, but does not include service as a temporary employee, on call employee or service
34 that was less than half time. County service definition contained herein, does not impact any

1 employees who have already qualified for longevity pay. The obligations set forth in this
2 paragraph shall be governed by the terms of the December 22, 2004 Memorandum of
3 Understanding between the parties.

4 2. Pay Periods Except as provided herein, the salaries and wages of employees shall be
5 paid semi-monthly in accordance with current practice. In the event the payday is on a holiday,
6 the preceding day shall be the payday.

7 3. Reporting Time Any employee who is scheduled to report for work and who presents
8 himself for work as scheduled but where work is not available for him, shall be excused from
9 duty and paid at this regular rate for a day's work.

10 4. Call-In Time Any employee who is called to work outside his regular shift shall be paid
11 for a minimum of four (4) hours at the rate of one and one-half (1-1/2) times the regular rate.
12 This provision does not apply to compensation for court appearances, nor does it apply to
13 training time or range time scheduled within forty-five (45) minutes of the beginning or end of an
14 employee's shift.

15 5. Overtime One and one-half (1-1/2) times the employee's regular hourly rate of pay shall
16 be paid for all overtime worked outside of the employee's regular schedule, except no overtime
17 will be paid for the second fifteen (15) minute briefing period for employees who work back-to-
18 back shifts. Also, overtime pay shall not be paid twice for the same hours. "Authorized work"
19 performed under this section shall exclude paid leave charged to sick use that is in excess of
20 forty (40) hours in a calendar year, but shall include all other paid leave and the unpaid time
21 Association Executive Board members spend performing union activities. An employee is not
22 eligible to receive overtime pay for shifts worked in a seven (7) day workweek until forty (40)
23 hours of authorized work has been completed. However, if an employee is directed to work
24 mandatory overtime, the employee will receive overtime pay. Overtime pay shall be granted
25 under any of the following conditions:

26 A. All authorized work performed in excess of eight (8) hours in any work day for a
27 five (5)-day, forty (40)-hour-a-week employee or in excess of ten (10) hours in any work day for
28 a four (4)-day, forty (40)-hour-a-week employee during the 24-hour period which begins the first
29 hour of an employee's regularly scheduled work day; however, this provision shall not apply to
30 voluntary shift changes under Article 15, section 5 and Article 16, section 9.

31 B. All authorized work performed in excess of forty (40) hours in any workweek.

32 C. Overtime worked shall be considered all work performed fifteen (15) minutes
33 after the end of a normal shift, and all time over fifteen (15) minutes shall be considered one-half
34 (1/2) hour for pay purposes.

1 D. All authorized work performed on the first day following the normal work week
2 shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate. A
3 "normal workweek" requires forty (40) hours of authorize work as defined above.

4 E. All authorized work performed on the second day or third day (if scheduled to
5 work 4/10 schedule) following the normal work week shall be paid for at the rate of two (2) times
6 the employee's regular rate, provided that the employee has worked such overtime as was
7 offered him/her in the first day following the normal work week. In no case shall double time
8 apply to a day declared a state of emergency by the Governor or the Multnomah County Chair.

9 The December 15, 2006 Memorandum of Understanding between the parties
10 shall continue to govern the interpretation of this section. Any disputes over the interpretation of
11 this section shall be resolved by reference to that MOU.

12 6. Court Time Whenever an employee is required to appear in court outside his or her
13 regularly scheduled shift, he or she shall be compensated for such time at the rate of one and
14 one-half (1-1/2) times the regular rate for all time spent in such court appearance, with a
15 minimum of four (4) hours compensation at the overtime rate. This minimum guarantee shall
16 not be applicable to court time which includes an extension directly prior to or immediately after
17 the employee's regularly assigned shift.

18 7. Distribution All overtime work shall be distributed as equitably as practical among
19 employees within the same job classification in each agency. The requirement of Article 15,
20 Section 1, concerning the workday, shall be controlling. No employee will be required to work
21 more than an eight (8)-hour day if on a five (5) eight (8) schedule or ten (10) hours if on a four
22 (4) ten (10) schedule, where volunteers, including seventh (7th) day volunteers, are available to
23 perform the work, except in a bona fide emergency.

24 8. Mileage Pay Whenever an employee is temporarily required to report to work at any
25 location more distant from his home than his permanent place of reporting, he or she shall be
26 paid at the rate approved by the IRS for non-taxable reimbursement of such expenses for the
27 additional miles traveled. This provision will not apply when there is a permanent change in
28 reporting location as determined by management, nor will it apply whenever an employee is
29 required to appear in court and a county car is available. Current practices regarding pay during
30 travel to and from temporary reporting locations shall be continued. Payment for mileage will be
31 made when an individual has accumulated a minimum of twenty dollars (\$20) or at the end of
32 the fiscal year, whichever first occurs.

33 9. Shift Differential In addition to the established wage rates, the County shall pay an
34 hourly premium of three percent (3%) to employees for all hours worked on shifts beginning

1 between the hours of 12:00 Noon and 8:00 p.m., and an hourly premium of four percent (4%) to
2 employees for hours worked on shifts beginning between the hours of 8:00 p.m. and 4:00 a.m.,
3 and an hourly premium of five percent (5%) for all employees who are assigned to work a relief
4 shift. Employees assigned a shift change pursuant to Article 15, Section 5, shall be paid an
5 hourly premium of twenty percent (20%) for all hours worked on the assigned shift change.

6 10. Trainer Pay Employees who are required to perform the extra duties of a Trainer shall
7 be paid a differential of eight percent (8%), in addition to his base pay, for all time spent
8 performing the duties of a Trainer.

9 11. Emergencies Officers will respond to all emergencies when called.

10 12. CNT/CERT Team Pay A differential of six percent (6%) over the base rate shall be paid
11 to employees who are assigned to the Corrections Emergency Response Team for all time in
12 the assignment.

13 13. Court Cars The existing practice of providing court cars shall be continued; provided,
14 however, it is understood that such cars are available on a "first come, first served" basis.

15 14. Pension Employees shall not be required to report to work on their last day before
16 retirement, provided they are in an approved paid status. An employee may not be scheduled
17 for vacation greater than two (2) full pay periods immediately prior to the termination date.

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

26 B. PERS "Pick-Up" and "Pick-Up" Under IRC Section 414 (h) (2)

27 The County shall "pick-up" the employee contribution to PERS , six percent (6%),
28 as permitted by ORS 238.205. The parties acknowledge that the pick up payment is
29 inapplicable to employees who are not PERS members due to insufficient service. If for any
30 reason the "pick up" shall become no longer legally available, the County shall on the last
31 payroll period of this Agreement increase the wages of any affected employees by six percent
32 (6%) and return to the limited "pick up" in effect on June 30, 1998, including but not limited to
33 the terms of compensation then in effect for non-PERS members. Pursuant to ORS 238.205(5)
34 and (6), the parties agree and acknowledge that employee compensation was reduced in order

1 to generate the funds needed to make these employee contributions to the employee accounts;
2 the employer will file any required notices with the Public Employees Retirement Board.

3 To the extent allowable by law, the required employee contribution of six percent
4 (6%) of wages to OPSRP is deemed to be "picked up" by the County for the limited purposes of
5 Section 414(h)(2) of the Internal Revenue Code and any related federal or state tax policies.

6 C. OPSRP "Pick-Up."

7 The County shall "pick-up" the employee contribution to OPSRP, six percent
8 (6%), as permitted by ORS 238A.335(1). The parties acknowledge that the pickup payment is
9 inapplicable to employees who are not OPSRP members due to insufficient service. If for any
10 reason the ORS 238A.335(1) "employer pick-up" shall become no longer legally available, the
11 County shall on the last payroll period of this Agreement increase employee wages by six
12 percent (6%) and return to the limited "pick-up" provision provided for prior to June 30, 1998,
13 including but not limited to terms of compensation for non-OPSRP members. Pursuant to ORS
14 238A.335(2)(a) and (3), the parties agree and acknowledge that employee compensation was
15 reduced in order to generate the funds needed to make these employee contributions to the
16 employee accounts; the employer will file any required notices with the Public Employees
17 Retirement Board.

18 To the extent allowable by law, the required employee contribution of six percent
19 (6%) of wages to OPSRP is deemed to be "picked up" by the County for the limited purposes of
20 Section 414(h)(2) of the Internal Revenue Code and any related federal or state tax policies.

21 D. OPSRP Employer Local Option Contribution.

22 Beginning on July 21, 2011 and effective thereafter, no new hire covered by the
23 provisions of this collective bargaining agreement shall be entitled to or receive any Local
24 Option contributions.

25 15. Re-opener If the County's good-faith estimate of general fund operating resources in the
26 executive budget for the fiscal year falls fifteen percent (15%) or more below the actual general
27 fund operating resources of the immediately preceding fiscal year, any general wage increase
28 provided by this agreement for the fiscal year for which such reduced revenue is projected shall
29 not be implemented and negotiations over the terms of a substitute general wage provision for
30 the affected fiscal year will commence immediately upon notification to the Association of a
31 proposed wage reduction or within fourteen (14) days of written notification to the Association of
32 the shortfall.

33 16. Calculation of Regular Pay, Premium Pay, Overtime Rate and Grand Total Gross

1 A. Regular Pay Regular Pay is Base Pay identified in Addendum A-1 plus
2 Achievement Pay and Longevity Pay calculated in the following mathematically expressed
3 sequence:

4 First: Employee's base wage + Employee's Achievement
5 Incentive = "n"

6 Second: "n" + Employee longevity pay (e.g. longevity % x "n") = "n1"
7 ("n1" is the "regular pay" referred to in this collective bargaining
8 agreement.)

9 B. Premium Pay

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

11 Example: CERT x "n1" = CERT Pay

12 Translator x "n1" = Translator Pay

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

14 Shift premium is applied on top of other premiums, if such other premiums are not
15 applied to all hours worked, e.g. ("n1" + occasional premiums) x shift differential = Shift
16 Differential Pay.

17 C. Average Overtime Rate

18 First: Regular Rate "n1" x all hours worked during the
19 FLSA week = Straight Gross.

20 Second: Premiums x Appropriate hours as apply to each premium.

21 Example: CERT x Hours = a1

22 Translator Pay x Hours = a2

23 Shift Differential x Hours = a3

24 a1 + a2 + a3 = Premium Gross

25 Third: Straight Gross + Premium Gross = Total Gross

26 Fourth: Total Gross divided by all hours worked during the FLSA
27 week = Average Straight Time Rate.

28 Fifth: Average Straight Time Rate x Overtime Rate (1.5) =
29 Average FLSA Overtime Rate.

30 D. Grand Total Gross

31 First: Straight hours worked during the FLSA week x regular
32 rate "n1" = Regular Gross.

33 Second: Average FLSA Overtime Rate x All hours worked after forty (40)
34 = Overtime Gross

1 Third: Regular Gross + Premium Gross + Overtime Gross =
2 Grand Total Gross

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

9 18. Translator Pay The Sheriff shall maintain a list of designated translators. The Sheriff
10 shall have the sole and exclusive right to select the languages and set the proficiency standards
11 for a translator. Employees who are on the list shall receive a three percent (3%) premium on
12 the base wage. All who qualify under the Sheriff's minimum standards shall receive the
13 premium.

14 19. UNET Qualification Pay Employees who have satisfied all the requirements for UNET
15 and are range-qualified, as determined by the Sheriff, will be paid an additional one and a half
16 percent (1 1/2%) premium on their base wages, effective on the first (1st) day of the pay period
17 following the arbitrator's decision. Employees who satisfy all such requirements after ratification
18 will be paid an additional one and a half percent (1 1/2%) premium on their base wage rate,
19 effective on the first (1st) day of the pay period following issuance of the arbitrator's decision.

20 20. Dive Team Premium Employees assigned to the Dive Team shall be paid a six percent
21 (6%) premium over base wage for the duration of the assignment.

ARTICLE 17
CORRECTIONS SERVICE AND
TRAINING ACHIEVEMENT PROGRAM

In order to maintain and improve officers' health and corrections skills, as well as to increase their participation in community life, the parties adopt the following voluntary achievement program for bargaining unit members:

1. Achievement Levels

<u>Level</u>	<u>Incentive Pay Above Wage Step</u>	<u>Requirements Outline To qualify</u>
I	4.00 %	1) Five (5) years of service with Multnomah County Division of Corrections in corrections field; and 2) Possession of a current Intermediate <i>DPSST</i> Certification.
II	7.00 %	<u>To qualify:</u> 1) Seven (7) years of service with Multnomah County Division of Corrections in Corrections field; and 2) Possession of a current Advanced <i>DPSST</i> Certification

2. Explanation of Requirements

A. DPSST Corrections Certification

The officer must obtain and maintain Board on Police Standards and Training (DPSST) Intermediate Corrections Certificate for Level I and Advanced Corrections Certificate for Level II.

B. Length of Continuous Service Requirements.

Employees may apply to substitute prior service as a Corrections Officer acquired with any employer(s) for up to fifty percent (50%) of the length of service requirements for each level set forth in Section 1 above. Whether such service involved duties and demands generally comparable to service as a County Corrections Officer shall be determined by the County Employee Services Division upon request. Only such comparable service, as determined by the Employee Services Division, shall be applicable as substitute service, subject to the fifty percent (50%) ceiling set forth above.

3. Entry Into the Program

When the employee has completed the requirements for initial entry into the program for initial movement from Level I to Level II, he or she shall be entitled to appropriate compensation under this program beginning with the first full pay period after

1 successful completion of the relevant requirements.

2 4. Program Modifications In the event the DPSST certification requirements (in effect on
3 the effective date of this Agreement) are reduced, or if the DPSST Corrections Certification
4 Program is terminated, the County shall develop and implement substitute requirements at least
5 equal to those in effect on the effective date of this Agreement. From the date that DPSST
6 requirements are reduced or terminated until the date the County implements substitute
7 requirements, entry into a particular program level shall be prohibited if, in the County's
8 judgment, the employee who is seeking such entry would currently qualify only because of the
9 reduction or absence of DPSST requirements. Substitute requirements shall be effective only
10 after the Association has been given an opportunity to meet with the County to review and
11 discuss the requirements.

ARTICLE 18
DISCIPLINARY ACTION

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1. Discipline Employees may, in good faith for just cause, be subject to disciplinary action by oral or written reprimand, demotion, forfeiture of vacation leave, forfeiture of personal holiday(s), forfeiture of compensatory time, forfeiture of not more than one pay step reduction for a specific duration of time, suspension without pay, dismissal, or any combination of the above as outlined in the currently effective corrective action guidelines Special Order 02-02 and the Agreement reached between the County and Association regarding Driving under the Influence of Intoxicants on January 5, 2016; provided, however, that such action shall take effect only after the County gives written notice of the action and just cause to the employee. During the period of probation, the employee may be disciplined or dismissed without just cause.

2. Corrective Action Guidelines If the County wishes to modify the corrective action guidelines, it shall first provide the Association with separate written notice of the proposed modifications, and shall not implement any modification s until bargaining to completion as required by ORS 243.698.

3. Just Cause Just cause shall include misconduct, inefficiency, incompetence, insubordination, or failing to fulfill responsibilities as an employee.

4. Right to Appeal Any permanent, non-probationary employee who is issued a written reprimand, demotion, forfeiture of vacation leave, forfeiture of personal holiday(s), forfeiture of compensatory time, forfeiture of not more than one pay step reduction for a specific duration of time, suspended without pay, dismissal or any combination of the above as outlined in the corrective action guidelines, for just cause shall have the right, subject to the provisions of the Association Constitution, to appeal the action through the Grievance Procedure. The Association shall submit such grievance at Step III of the grievance procedure not later than ten (10) working days after the effective date of the disciplinary action.

5. Reprimands If the County has reason to orally reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

6. Internal Investigatory Procedures Internal investigatory procedures shall be conducted in a manner consistent with the provisions of Article 19 on Officers Rights of this Agreement.

1 7. Reinstatement Any employee found to be unjustly suspended, demoted, or
2 discharged, shall be reinstated pursuant to the award of the arbitrator.

3 8. Personnel Records and Information

4 A. An employee or his or her representative, with written consent of the
5 employee, may inspect that employee's personnel file. Upon written request, an employee or
6 his or her authorized representative shall be given a copy of any materials in his or her
7 personnel file. The County shall comply with ORS 652.750 concerning the inspection of
8 records.

9 B. An employee shall be furnished a copy of any statement written for inclusion
10 in the employee's personnel file concerning the employee's conduct or work performance
11 when the material is first placed in the file or within a reasonable period of time.

12 C. Except as provided below, an employee may request and have removed from
13 his or her personnel file any letter of written reprimand more than three (3) years old,
14 provided that the employee's personnel file does not contain a record of a more recent
15 disciplinary action. In the latter case, the employee will be entitled to removal of the older
16 reprimand only when he or she becomes entitled to removal of all disciplinary actions from
17 the personnel file.

18 D. Any letter imposing a suspension or disciplinary demotion which is four (4)
19 years old or more shall be removed from the employee's personnel file and destroyed,
20 provided that the employee's personnel file does not contain a record of a more recent
21 disciplinary action. In the latter case, the employee will be entitled to removal of the older
22 suspension only when he or she becomes entitled to removal of all disciplinary actions from
23 the personnel file.

24 E. The employee may respond in writing to any item placed in his or her
25 personnel file. Such response shall become a part of the file. Upon request of the
26 employee, the Sheriff has discretion to remove disciplinary material from an employee's
27 personnel file before expiration of the time periods set forth in C. and D. above.

28 F. The only letters of discipline which shall be admissible in an arbitration hearing
29 are those contained in the employee's personnel files of the Sheriff's Office.

30 9. I.A.U. Records and Files

31 No investigation shall be considered complete nor shall the IAU file be forwarded to
32 the Inspector for making of recommendations as to culpability unless the employee and
33 union have been given a complete copy of the IAU file and an opportunity to review it and
34 add any additional evidence the employee or union believes should be considered. The

1 union or employee shall notify the Internal Affairs Investigator's Office within the next two (2)
2 work days after receipt of the union's receipt of the complete file of the employee's intent or
3 that of the union to supply such additional evidence. If such notice is not received, the file
4 will be forwarded to the Inspector after expiration of the two (2) workday period. If such
5 notice is received, the employee and union shall have the next three (3) workdays [following
6 the two (2) workday period] to supply such information to the investigator. After the three (3)
7 workday period has expired, the file will be forwarded to the Inspector. For purposes of this
8 section, "work days" is defined in the same manner as in Article 20, section 1, step I of this
9 agreement.

ARTICLE 19
OFFICERS RIGHTS

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4 All Employees in bargaining unit whom are the subjects of a complaint or investigation
5 shall be entitled to protection of the following rights:

6 1. The employee shall not waive nor be deprived of any constitutional or civil rights
7 guaranteed by the Federal and State Constitutions and Laws afforded any citizen of the United
8 States.

9 2. If, in the course of his or her County employment, an employee uses or participates
10 directly in the use of physical force and an individual against whom the force was exerted dies
11 or sustains a serious physical injury, the Sheriff's office shall not require the employee to
12 provide a written or oral statement concerning such incident until the employee has had a
13 reasonable opportunity [e.g. twenty-four (24) hours] to confer with private legal counsel and the
14 Association. This shall not preclude an employee from voluntarily making such a statement or
15 participating in a walk-through of the incident prior to such consultations, nor shall it preclude
16 the Sheriff's Office from requiring the employee to provide information reasonably necessary to
17 terminate an imminent threat to the safety of other persons or to jail security. For purposes of
18 this section, a "serious physical injury" means physical injury which creates a substantial risk of
19 death or which causes serious and protracted disfigurement, protracted impairment of health or
20 protracted loss or impairment of the function of any bodily organ. Nothing in this section shall
21 be construed to limit the employee's rights under section 1 of this Article.

22 3. The employee shall be informed by the Sheriff, or his designee(s), of the nature of the
23 investigation and whether the employee is a witness or suspect before any interview
24 commences. The name of the complainant, the citation of any known applicable work rules,
25 procedures, or orders which the employee is alleged to have violated, and other information
26 necessary to reasonably apprise the employee of the allegations of such complaint shall be
27 provided in writing to the employee, and his or her representative within a reasonable period of
28 time before the meeting. However, this provision shall not apply in bona fide emergencies. For
29 purposes of this subsection, an "emergency" is a circumstance in which any delay in obtaining
30 information from the employee is likely to cause further injury to persons or property.

31 4. When the Sheriff's Office receives a complaint against a Division member, the Sheriff's
32 Office shall provide the accused member with reasonable notice in writing of any information
33 necessary to reasonably apprise the employee of the allegations.

34 5. Any interview shall take place at the institution where the employee is assigned or any

1 other mutually agreeable location. The interview shall be at a reasonable time for the
2 employee, during the employee's duty time unless exigencies of the investigation dictate
3 otherwise.

4 6. The employee shall be afforded the right to Association representation prior to or during
5 the interview in accordance with State law.

6 7. The interview shall not be overly long and the employee shall be entitled to such
7 reasonable intermissions as he/she shall request for personal necessities, meals, telephone
8 calls, and rest periods.

9 8. Interviews shall be done under circumstances devoid of intimidation or coercion and
10 shall not otherwise violate the officer's constitutional rights. The officer shall not be subjected to
11 any abusive language. No promises or rewards shall be made as an inducement to answer
12 questions.

13 9. The employee shall not be required to take or be subjected to any lie detector device as
14 a condition of continued employment.

15 10. If the County violates the terms of this Article in the investigation of an employee's
16 conduct, and subsequently imposes a written reprimand, suspension without pay, a demotion,
17 or dismissal, then the arbitrator in the hearing of any resulting grievance shall take this violation
18 into account and give it such weight as he or she deems reasonable, given the severity of the
19 violation and the total circumstances of its occurrence.

ARTICLE 20
SETTLEMENT OF DISPUTES

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4 1. Grievance Procedure Any grievance or dispute which may arise between the parties,
5 involving the application, meaning or interpretation of this Agreement, shall be settled in the
6 following manner except that probationary employees shall have no right to appeal discipline or
7 discharge under this grievance procedure:

8 Step I: After first attempting to resolve the grievance informally through the exempt chain
9 of command any employee or the Association may present in writing such grievance to the
10 Corrections Chief Deputy, with a copy to Human Resources, within fifteen (15) working days of
11 the alleged contractual violation; if, at the time of the alleged violation, the employee or his or
12 her representative is unaware of its occurrence, a grievance may be presented in writing within
13 fifteen (15) working days of the time the employee first has knowledge or should have had
14 knowledge of its occurrence. A grievance may not be initiated concerning an event after sixty
15 (60) days have elapsed; however, in no way is this provision to be interpreted as affecting the
16 pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not
17 a single isolated incident). The grievance notice shall include a statement of the grievance and
18 relevant facts, applicable provisions of the contract, and remedies sought. The applicable Chief
19 Deputy or his or her designee shall then attempt to adjust the matter and respond, in writing, to
20 the employee or his or her representative within fifteen (15) working days.

21 For the purposes of this grievance procedure, "working days" shall be defined as
22 Monday through Friday, excluding recognized holidays under the County Management
23 Compensation plan.

24 Step II: If the grievance has not been answered or resolved, it may be presented in
25 writing by the employee or his or her representative to the Sheriff or his designee(s) within
26 fifteen (15) working days after the response is due at Step I. The Sheriff, or his designee(s),
27 shall respond to the employee or his or her representative, in writing within fifteen (15) working
28 days. If the response is to the employee, a copy will be provided to the Association.

29 Step III: Arbitration If the grievance has not been answered or resolved at Step II, the
30 Sheriff or the Association may, within ten (10) working days after the expiration of time limit
31 specified in Step II, request arbitration by written notice to the other party. After the grievance
32 has been submitted to arbitration, the Association and the Labor Relations Division acting for
33 the Sheriff, shall jointly request the State Mediation and Conciliation Service for a list of the
34 names of seven (7) arbitrators drawn from a pool consisting of Oregon and Washington

1 arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the
2 parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate
3 striking of names; the order of striking to be determined by lot. One (1) day shall be allowed for
4 the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this
5 section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.
6 The arbitrator shall be requested to begin taking evidence and testimony within a reasonable
7 period after submission of the request for arbitration, taking into account the schedules of the
8 parties, representatives, and witnesses, as well as that of the arbitrator; and he or she shall be
9 requested to issue his or her decision within thirty (30) days after the conclusion of testimony
10 and argument. The parties hereby vest the arbitrator with authority to compel the attendance of
11 witnesses on behalf of either party by issuance of subpoenas, the cost of which shall be borne
12 by the party requesting the subpoena. The arbitrator's decision shall be final and binding, but
13 he or she shall have no power to alter, modify, amend, add to, or detract from the terms of the
14 Contract. The Arbitrator's decision shall be within the scope and terms of the Contract and in
15 writing. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days
16 prior to the date the grievance was first filed with the supervisor, and it shall state the effective
17 date of the award. Fees and expenses for the arbitrator shall be borne by the losing party.
18 Each party shall be responsible for compensating its own representatives and witnesses. If
19 either party desires a verbatim recording of the proceedings, it may cause such a record to be
20 made electronically or by reporter, on the condition that it pays for the record and makes copies
21 available without charge to the other party and the arbitrator. Any time limits specified in the
22 grievance procedure may be waived by mutual consent of the parties. A grievance may be
23 terminated at any time upon receipt of a signed statement from the aggrieved party that the
24 matter has been resolved.

25 2. Stewards and the Investigation of Grievances Employees selected or elected by the
26 Association as employee representatives shall be known as "Stewards". The names of the
27 stewards shall be certified in writing to the County by the Association. Upon notification to the
28 supervisor and the tentative cause of a grievance, a steward(s) may investigate a grievance(s)
29 and represent employees in grievances and "Weingarten" meetings during working hours
30 without loss of pay. All efforts will be made to avoid disruptions and interruptions of work.
31 Employees meeting with their steward or Association representative to investigate a grievance
32 will also be permitted to do so without loss of pay during working hours.

33 3. If the County or Association intends to file an unfair labor practice charge against the
34 other party, it shall give that party advance written notice of such intent and a reasonable

1 opportunity to meet to discuss the basis of such charge and possible resolution prior to filing the
2 charge, unless the delay needed for such a discussion would cause prejudice to the claim; in
3 the latter event, the notice and meeting is not excused, but may occur after the filing of the
4 charge.

5 4. Constructive Notice Requirements If the Association provides any notice or letter
6 required by this Article to the wrong supervisor or administrator in the MCSO or in the County
7 Labor Relations Department, the notice shall nevertheless be considered to have been timely
8 submitted if a copy has been sent to the Corrections Chief Deputy and the MCSO Human
9 Resources Director.

ARTICLE 21
GENERAL PROVISIONS

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4 1. No Discrimination

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

11 B. Affirmative Action In recognition of the joint commitment of the County and
12 Association to affirmative action principles, the County will make available on a fiscal year basis
13 to the Employee Relations Committee a report of progress made toward affirmative action
14 goals. This report will form the basis of discussions concerning joint efforts which can be taken
15 by the parties to achieve stated goals.

16 C. References All references to employees in this Agreement designate both
17 sexes, and wherever the male gender is used, it shall be construed to include male and female
18 employees.

19 D. Right to Association Membership The County and Association agree not to
20 interfere with the rights of employees to become members or refrain from becoming members of
21 the Association, and there shall be no discrimination, interference, restraint or coercion by the
22 County or the Association or any County or Association representative against any employee
23 because of or in Association membership or non-membership or because of or in any employee
24 activity in an official capacity on behalf of the Association, provided such activity does not
25 interfere with the effectiveness and efficiency of County operations in serving and carrying out
26 its responsibility to the public.

27 2. Bulletin Boards The County agrees to furnish and maintain suitable bulletin boards in
28 convenient places in each work area to be used by the Association. The Association shall limit
29 its postings of notices and bulletins to such bulletin boards. All postings will be signed and
30 dated by an appropriate Association officer.

31 3. Visits by Association Representatives The County agrees that accredited Association
32 representatives shall have reasonable access to the premises of the County at any time during
33 working hours to conduct Association business. Every reasonable effort will be made by the
34 Association representative to ensure that such visits cause no disruptions of work.

1 4. Changes in Work Rules or Conditions When any change in existing rules or conditions
2 not otherwise covered by this Agreement is instituted by management, it shall not be done for
3 arbitrary or capricious reasons. Any unresolved complaint as to the reasonableness of a change
4 in rules or conditions shall be resolved through the grievance procedure.

5 5. Rules The County agrees to furnish each employee with a copy of all applicable work
6 rules. Except in emergency situations, any new rules instituted shall be posted in all affected
7 work areas at least seven (7) days before becoming effective, and furnished to each employee
8 within thirty (30) days after they become effective. New employees shall be provided a copy of
9 all existing rules at the time of hire.

10 6. Uniforms and Protective Clothing If an employee is required to wear a uniform,
11 protective clothing, or any type of protective device, such uniform, protective clothing or
12 protective device shall be furnished to the employee by the County, specifically to exclude
13 standard footwear, trouser belt with buckle, and handcuffs. The cost of maintaining the uniform
14 or protective clothing or device, excluding cleaning but including initial tailoring, shall be paid by
15 the County. Clothing and other devices other than uniforms, protective clothing and devices
16 now provided by the County shall continue to be provided and shall uniformly be provided by job
17 classification by the County.

18 In the case of an employee who is required not to wear a uniform, the County will
19 replace any employee clothing damaged in the line of duty. Glasses or contact lenses lost or
20 damaged during an altercation in the line of duty shall be repaired or replaced at no cost to the
21 employee.

22 7. Time Exchanges The practice of time exchanges between officers will be allowed
23 subject to approval of the affected shift commanders. Effective January 1, 2009, officers shall
24 be limited to a maximum of one-hundred and four (104) time exchanges per calendar year.
25 Time exchanges for the purpose of military service shall not be charged against the allotted
26 number of time exchanges. Any denial of a request shall not be for arbitrary or capricious
27 reasons.

28 Time exchanges may not be scheduled to occur more than sixty (60) days from the
29 approval of the request. If an officer has three (3) failed time exchanges in any calendar year,
30 the privilege of time exchanges shall be immediately suspended, and such suspension shall be
31 for a period of time to extend six (6) calendar months from the date of the last previously-
32 approved time exchange; provided that, previously-approved time exchanges shall not be
33 canceled. For purposes of this paragraph, a "failed time exchange" shall mean an approved
34 time exchange in which the officer failed to show up for work two (2) or more hours after the

1 scheduled beginning time of the shift.

2 8. Employee Relations Committee Meetings To promote harmonious relations and to
3 provide internal communications, the Association and the Sheriff will establish an Employee
4 Relations Committee consisting of three (3) representatives from each party. The Committee
5 will establish regularly scheduled meetings to discuss any matters pertinent to maintaining good
6 employer-employee relationships, specifically to include safety issues. Each party shall advise
7 the other as far in advance as possible of the subject matters to be discussed.

8 9. Contract Work

9 A. Unless mutually agreed, the County will not contract out or subcontract any work
10 now performed by employees covered by this Agreement when such would result in layoff of
11 any bargaining unit employee(s) and the County is unable to find suitable or comparable
12 alternate employment for the employee(s). However, this provision shall not apply to
13 contracting out or subcontracting work when such was anticipated and considered as a part of
14 the budgeting process and when the Association President has been notified of the specific plan
15 and its probable impact at least thirty (30) days prior to adoption of the annual executive budget
16 or formal Board consideration of budget modifications. In all cases of layoff resulting from
17 contracting out or subcontracting work, the County agrees to make a good faith effort to find
18 suitable and comparable employment.

19 The County agrees to meet with the Association to discuss the effect of proposed
20 contracting out or subcontracting prior to the presentation of the proposal to the County
21 Executive or Board for formal action.

22 B. The County agrees to employ MCCDA Corrections Officers to supervise inmates
23 under the supervisory authority of the Sheriff as defined in MCC 15.001(B) while housed in local
24 correctional facilities as defined by ORS 169.005(3). For purposes of this subsection, the
25 classification of "Corrections Officer" shall mean individuals certified by the State of Oregon
26 Department of Public Safety Standards and Training under ORS 181.610(5) and ORS 181.652.
27 This section does not apply to facilities and programs under the supervisory authority of DCJ as
28 defined in MCC 17.002.

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

- 1 10. Outside Employment Permission to work at outside employment must be approved in
2 writing by the Sheriff. The Sheriff's application of the rule governing outside employment shall
3 not be arbitrary or capricious.
- 4 11. Supremacy of Contract To the extent allowable by Oregon Revised Statutes whenever
5 a conflict arises between this Agreement and Multnomah Code 9.120(C) or its successor, this
6 Agreement shall prevail.
- 7 12. Joint Committee on Payroll and Time Keeping System The Union agrees to appoint a
8 representative to serve on a standing county-wide Payroll/Time keeping System labor-
9 management committee which shall meet with the Finance Division's Payroll Supervisor and
10 other relevant managers to discuss in advance any major change in the payroll or timekeeping
11 system which would be applicable to members of the union's bargaining unit. A "major change"
12 includes but is not limited to such changes as those needed to implement new or structurally
13 modified benefits or wage categories managed through the payroll system, programming
14 changes, and changes in check stubs or deposit advice. The purposes of such committee shall
15 be to assist in identifying in advance potential technical problems that might interfere with the
16 efficient and effective introduction of the planned change, any adverse impacts such change
17 might have on employees and available means for ameliorating such impacts, and other
18 changes that might improve the payroll and time keeping systems.
- 19 13. The seniority list for bargaining unit employees will be available on the County's website
20 under the labor contract listings at: <https://multco.us/employee-labor-relations/labor-contracts>.
21 The seniority list will be updated monthly.

ARTICLE 22

SAVINGS CLAUSE AND FUNDING

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

2. Funding The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are, therefore, contingent upon sources of revenue and annual budget certification by the Tax Supervising and Conservation Commission. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The Board of County Commissioners agrees to include in its annual budget amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the certification of such budget pursuant to established budget procedures under Oregon law.

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

ARTICLE 23
ENTIRE AGREEMENT

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The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by the rules and regulations or Multnomah County Code 9.120(C). The County and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargaining collectively with respect to any subject matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement. Nothing herein shall prevent the parties from voluntarily entering into written Memoranda of Agreement, Understanding, Interpretation, or Exception concerning matters of contract administration.

ARTICLE 24
TERMINATION

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Except as set forth in Addendum A, this Agreement shall be effective as of the execution date of this Agreement and shall remain in full force and effect through the 30th day of June 2022. Negotiations for a successor agreement shall commence no later than February 1, 2022. The Agreement shall remain in full force and effect during the period of negotiations and impasse resolution procedures, if any.

IN WITNESS WHEREOF, the parties hereto have set their hands this 1st day of February, 2018.

MULTNOMAH COUNTY CORRECTIONS DEPUTY ASSOCIATION:

By Cathy Gorjon
Cathy Gorjon, President

By Douglas B Hewitt
Doug Hewitt, Executive Vice-President

By Bradley Harrington
Bradley Harrington

By Tim Jones
Tim Jones

By Dean Large
Dean Large

By Brandon Pedro
Brandon Pedro

By Lwe Pemberton
Lwe Pemberton

NEGOTIATED:
FOR THE UNION

By Hank Kaplan
Hank Kaplan, Attorney
Bennet, Hartman, Morris & Kaplan

BOARD OF COUNTY COMMISSIONERS:
FOR MULTNOMAH COUNTY, OREGON

By Deborah Kafoury
Deborah Kafoury, Chair

By Sharon Meierary
Sharon Meierary, Commissioner

By Loretta Smith
Loretta Smith, Commissioner

By Jessica Vega Pederson
Jessica Vega Pederson, Commissioner

By Lori Stegman
Lori Stegman, Commissioner

MULTNOMAH COUNTY SHERIFF:

By Michael Reese
Michael Reese, Sheriff

FOR THE COUNTY

By Kathy Peck
Kathy Peck, Attorney
Peck, Rubanoff & Hatfield

By Shelly Kent
Shelly Kent, Labor Relations Manager

REVIEWED:
Office of Multnomah County
Attorney for Multnomah County

By Kathryn Short
Kathryn Short, Assistant County Attorney

ADDENDUM A

WAGES

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4 **Wages Retroactively Effective to July 1, 2017:** Effective July 1, 2017, the straight-time base
5 hourly wage rates for the Correction Deputies and Sergeants covered by this Agreement shall
6 be increased by one dollar (\$1.00) per hour. (to be Incorporated into Addendum A-1).
7

8 **Wages Effective July 1, 2018:** Effective July 1, 2018, the straight-time base hourly wage rates
9 for the Corrections Deputies and Sergeants covered by this Agreement shall be increased by
10 one dollar and twenty cents (\$1.20) per hour.
11

12 **Wages Effective July 1, 2019:** Effective July 1, 2019, the straight-time base hourly base wages
13 rates for the Corrections Deputies and Sergeants covered by this Agreement shall be increased
14 as by the annual percentage increase in the Consumer Price Index for West – Size Class A
15 Urban Wage and Clerical Workers (2nd Half, December 2017 to December 2018), with a
16 minimum increase of one percent (1.0%) and a maximum increase of four percent (4.0%).
17

18 **Wages Effective July 1, 2020:** Effective July 1, 2020, the straight-time base hourly base
19 wages rates for the Corrections Deputies and Sergeants covered by this Agreement shall be
20 increased by the annual percentage increase in the Consumer Price Index for West – Size
21 Class A Urban Wage and Clerical Workers (2nd Half, December 2018 to December 2019), with a
22 minimum increase of one percent (1.0%) and a maximum increase of four percent (4.0%).
23

24 **Wages Effective July 1, 2021:** Effective July 1, 2021, the straight-time base hourly base wages
25 by the annual percentage increase in the Consumer Price Index for West – Size Class A Urban
26 Wage and Clerical Workers (2nd Half, December 2019 to December 2020), with a minimum
27 increase of one percent (1.0%) and a maximum increase of four percent (4.0%).

ADDENDUM A-1
Salary Table

\$1.00/Hour Pay Increase FY 2017-2018

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Corrections Officer	27.70	29.21	30.71	32.25	33.85	35.37
Corrections Sergeant	36.50	37.84	39.23	40.64	42.07	43.55

\$1.20/Hour Pay Increase FY 2018-2019

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Corrections Officer	28.90	30.41	31.91	33.45	35.05	36.57
Corrections Sergeant	37.70	39.04	40.43	41.84	43.27	44.75

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ADDENDUM B
DUTY STATUS FOR HEARINGS/COURT SUBPOENAS

1. The following table sets forth the pay status of an individual, depending on whether he or she is the subject of litigation or a witness and whether it is the person's work day or day off (based on 5/31/88 Skipper-Gatzke Memorandum):

	<u>SUBJECT:</u>	<u>WITNESS:</u>
DAY OFF:	No Pay	Overtime
NOT DAY OFF:	No Loss	Overtime or Shift Adjustment

2. An Association member acting as an employee of the Association may take the day off on union business/no pay, and be compensated by the Association.

3. The member(s) involved will be relieved of duty for their testimony/deposition only.

4. The member(s) involved, who are on duty shall report to the OIC at 0715 hours for briefing and assignment. The member(s) shall be relieved of duty fifteen (15) minutes prior to their testimony and are to return to their assigned post fifteen (15) minutes after they have testified.

5. In all cases, the appearance verification form must be completed by the County's Attorney or Labor Relations Specialist, indicating the date and time of testimony from beginning to end.

6. Every attempt will be made to notify management of upcoming trials/hearings at least fourteen (14) days in advance.

7. Management reserves the right to either adjust the member's shift or pay overtime.

ADDENDUM C
TRANSIT SUBSIDIES

1
2
3
4 1. **Bus Pass**

5 A. **Statement of Purpose**

6 For the purposes of encouraging employees to use mass transit as part of the
7 County's ride reduction program under the Oregon Department of Environmental Quality
8 (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the County's
9 commitment to limiting traffic congestion and promoting clean air, effective the first month after
10 ratification of this agreement, each employee shall be eligible to receive a bus pass subsidized
11 by the County for the employee's personal use.

12 B. **Scope of Subsidy**

13 The County will provide a 100% subsidy for employee bus passes. However, the
14 County may require that the employee pay a percentage of the cost of such pass, if the
15 County's subsidy exceeds the IRS standard for a de minimis employee benefit.

16 C. **Procedural Requirements**

17 It will be the employee's responsibility to obtain the necessary photo ID from Tri-
18 Met. Instructions for obtaining the Photo ID will be available through Employee Benefits and will
19 be included in new hire packets. This program is offered only by Tri-Met, however, C-Tran will
20 honor the Tri-Met all zone pass. This program may be discontinued or changed from time to
21 time to ensure efficient and effective implementation of the program.

ADDENDUM D
MEMORANDUM OF UNDERSTANDING:
VACATION SCHEDULING FOR MCCDA MEMBERS

1. The purpose of this Memorandum of Understanding (MOU) is to set forth the agreement between Multnomah County Sheriff's Office (MSCO) and the Multnomah County Corrections Deputy Association (MCCDA) regarding rights and procedures for vacation scheduling under the Collective Bargaining Agreement. The remedy for alleged violations of this MOU shall be through the settlement of disputes procedures of the County-MCCDA Collective Bargaining Agreement.
 2. The number of scheduled vacation times for MCCDA members shall be determined as follows:
 - a. For purposes of this MOU, "line employees" are all bargaining unit members except those in special assignments. For the calendar year beginning January 1st, 2002, the County shall permit employees to sign up for their combined projected annual accrual of vacation and allotment of personal holidays during the ensuing calendar year. Off-line staff will sign up separately from on-line staff, and Corrections Sergeants will sign up separately from Corrections Officers. Among on-line staff employees within each affected classification, the county shall make available a gross total of vacation slots based on the following formula: The total number of vacation slots available to all line staff in each classification over the course of the calendar year will be not less than $(n1 + n2)$ where $n1$ and $n2$ represent the following:
 - $n1$ = the number of vacation days that line staff employees in the affected classification, as determined following the annual shift and facility sign-up, will accrue during the next calendar year beginning January 1st.
 - $n2$ = the number of personal holidays that all on-line employees in the affected classification will accrue during the next calendar year. Typically, this will simply be 11 times the number of line staff employees.
- The total derived by this formula shall be divided by 365, and then rounded upward to the next whole integer, or increased by one-

half day (whichever is larger) to determine the “daily average total” number of vacation slots made available to the line staff for vacation sign up. Any redistribution of vacation slots which deviates from such daily average total must be based on operational reasons and shall not reduce the yearly total slots available for either classification. Moreover, the County may unilaterally make extra slots available to any shift or classification without further bargaining.

- b. For the purpose of this memo each classification will be divided into six “sign-up units” based on shift and river side (east or west of the Willamette River). The County may allocate fractional daily vacation slots by varying within each sign-up unit the number of vacation slots available on different days. However, no classification shall receive less than one (1) full vacation slot per day allotted to each sign-up unit.
- c. If an employee is reassigned on a regular basis to a different sign-up unit, his or her approved vacation sign-up shall not be affected. Reassignments shall not affect the total yearly vacation slots available.
- d. The County will confer with the executive board of the Association concerning the planned number and distribution of vacation times before conducting the annual vacation sign up. The County may adjust the number of vacation times each calendar quarter based upon changes in the number of staff and accruals described in a. and b. above. Before making such adjustments, the County will confer with the MCCDA Board.

-A-

Achievement Pay59
 Affirmative Action69
 Alternative Work Schedules47
 Arbitration66
 Association
 Business Leave 16
 Membership.....69
 Representatives69
 Security5

-B-

Bereavement Leave 16
 Break days.....49
 Bulletin Boards..... 49, 69
 Bus Pass.....80

-C-

Call-In Time53
 Canine Pay58
 Catastrophic Leave9
 Change in Existing Rules or Conditions ... 70
 Check Off.....6
 CNT / CERT Team Pay.....55
 Commercial Driver’s License.....36
 Comp Time 9, 14, 37, 47-48, 61
 Continuous Operations50
 Contract Out71
 Corrections Service and Training
 Achievement Program59
 Achievement Levels59
 Entry to Program59
 Program Modifications.....60
 Requirements.....59
 Court Cars55
 Court Subpoenas or Writs.....51
 Court Time54

-D-

Defense and Indemnification37
 Definitions2
 Dependent Care Assistance Plan29
 Disciplinary Action.... 7, 14, 36-37, 48, 61-62
 Corrective Action Guidelines61
 IAU Records.....62

Internal Investigatory Procedures61
 Just Cause61
 Personnel Records62
 Reinstatement62
 Reprimands61
 Right to Appeal.....61
 Discrimination.....5, 69
 Dive Team Premium.....58
 Domestic Partner 12, 19, 24-26
 DPSST 59-60
 Drug and Alcohol Testing35, 37
 Drug and Alcohol Treatment.....36
 Duty Status for Court Hearings/Court
 Subpoenas79

-E-

Educational Leave.....17
 Eligibility 13, 25-26, 30-32, 34, 37
 Emergencies 11, 34, 55, 64
 Employee Relations Committee69, 71
 Entire Agreement74
 Excise Tax Reopener23

-F-

Fair Labor Standards Act47, 51, 57
 Fitness for Duty.....34
 Flex Time47
 FMLA 12, 28
 Full-Time Employee20-22, 24, 32
 Funding.....73

-G-

General Provisions.....69
 Grievance Procedure 4, 41, 61, 66-67, 70

-H-

Health and Welfare
 Administrative Search.....34
 COBRA.....29
 Default Enrollment24
 Defense and Indemnification37
 Dental 21-23-25, 27-32, 39
 Eligible Dependents..... 24-25

Emergency Treatment30
 Employee Contribution20-21
 Fitness for Duty34
 Flexible Spending Accounts29
 Leave of Absence.....28
 Life Insurance.....33
 Long Term Care30
 Long-Term Disability Insurance32
 Major Medical 20, 22, 24
 Medical..... 20, 22-25, 27-34, 37, 39
 Opt Out.....22
 Plan Design Changes.....22, 23
 Premiums20-22
 Prescription20
 Retiree Medical Insurance30
 Right to Communicable Disease
 Information33
 Short-Term Disability Insurance.....32
 Successor Plans.....23
 Termination of Coverage27-28
 Vision20, 29
 Waiver22
 Holidays
 Pay.....8
 Scheduling8
 Taking8
 Unused.....9
 Hours of Work
 7.k Provision.....51
 Continuous Operations.....50
 Court Subpoenas or Writs51
 Meal Periods51
 Security Briefings51
 Time Off Between Shifts49
 Voluntary Shift Changes.....4750
 Waiver of 10 Days Notice50
 Work Day47
 Work Schedules49
 Work Week.....47

-I-

IAU.....62
 Insurance See Health and Welfare

-J-

Joint Committee on Payroll and Time
 Keeping System72
 Jury Duty.....16

-K-

Kaiser.....20-22, 30

-L-

Layoff2, 4, 42-45, 71
 Leave of Absence9, 11, 16-19, 28-29, 42
 Leaves
 Holiday See Holiday
 Other See Other Leaves
 Sick See Sick Leave
 Vacation See Vacation
 Life Insurance.....33
 Lockout, No..... 7
 Longevity Pay.....49-51, 53-54, 57
 Long-Term Disability Insurance32

-M-

Management's Rights..... 4
 Mandatory Overtime.....47
 Meal Period.....51
 Medical..... See Health and Welfare
 Medical Expense Reimbursement Plan29
 Membership
 Dues 6
 Listing 6
 Mileage Pay54
 Military Leave 18
 Moda20, 22, 24

-O-

Officers Rights.....64
 OFLA 12, 28
 OPSRP 55-56
 Opt Out22
 Oregon Public Service Retirement Plan See
 OPSRP
 Other Leaves.....16
 Association Business.....16
 Bereavement Leave.....18
 Educational Leave17
 Immediate Family19
 Jury Duty16
 Leaves of Absence16
 Military Leave18
 Time Exchange Repayments.....18
 Tuition Reimbursement.....17
 Voting Time16

Outside Employment.....72
 Overtime 15,17,47,49-51,53-54,57-58,79

-P-

Parental Leave..... 14
 Pay Periods53
 Pension.....55
 Permanent Employee.....2
 PERS39-41, 55
 Preamble 1
 Premium Pay57
 Prescription..... See Health and Welfare
 Probationary Employee 2,3,42,44-45,61
 Public Employees Retirement System .. See
 PERS

-R-

Recognition.....3
 Regular Pay57
 Reporting Time53
 Retirees27, 30-33

-S-

Savings Clause73
 Security Briefing.....51
 Seniority.....42
 Application.....43
 Bumping43-44
 Computation.....42
 Definition42
 Layoff42-45
 Shifts and Days Off.....45
 Work Assignment46
 Settlement of Disputes66
 Arbitration66
 Constructive Notice68
 Grievance Procedure.....66
 Investigation67
 Shift Differential..... 16, 54, 57
 Shifts
 C2
 E2
 G2
 Relief.....2
 Short Term Disability insurance32
 Sick Leave 12-15
 Abuse 13

Accrual12
 Application to Final Salary14
 Immediate Family12
 Parental14
 Records14
 Reporting.....13
 Verification.....13
 Signature Page76
 Special Assignments46-47, 50, 81
 Strike, No 7
 Subcontract.....71
 Supervisor 2
 Supremacy of Contract.....72

-T-

Temporary Employee2, 3, 44, 52
 Termination of Contract.....75
 Time Exchanges 18, 70
 Trainer Pay55
 Transit Subsidies.....80
 Translator Pay.....58
 Tuition Reimbursement17

-U-

UNET58
 Uniforms and Protective Clothing70
 Union Dues 6

-V-

Vacation
 Accrual10
 Change of Scheduled Vacation.....11
 Memorandum of Understanding.....81
 Scheduling.....81
 Termination or Death11
 Times.....10
 VEBA33
 Vision See Health and Welfare
 Voting Time.....16

-W-

Wages and Classifications52
 Average Overtime Rate57
 Call-In Time53
 Canine Pay58
 CNT / CERT Team Pay55
 Court Cars55

Court Time	54	Shift Differential	54
Distribution	54	Trainer Pay	55
Emergencies	55	Translator Pay	58
Longevity Pay.....	52	UNET Qualification Pay	58
Mileage Pay.....	54	Wage Table	78
Overtime.....	53	Wages	77-78
Pay Periods.....	53	Work Day	47
Pension	55	Work Schedules	4, 47, 49-50
Premium Pay.....	57	Work Stoppage	7
Regular Pay.....	57	Work Week	48
Reporting Time.....	53	Workers' Compensation	30, 38-41
Schedule	52	PERS Continuation.....	39