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2016-2021

# AGREEMENT

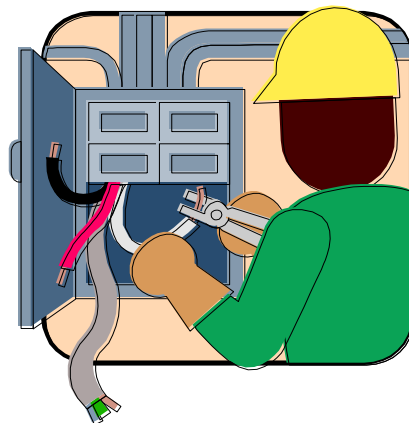
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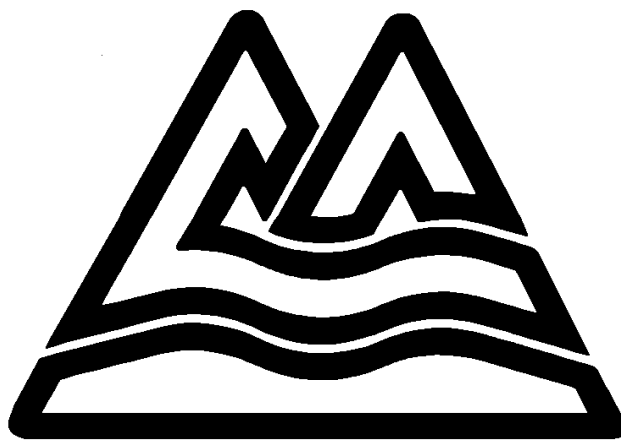
Multnomah County, Oregon

and

**International Brotherhood of Electrical Workers  
Local 48  
AFL-CIO**



**2016-2021  
AGREEMENT  
BETWEEN  
MULTNOMAH COUNTY, OREGON  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL 48- AFL-CIO**



**LABOR RELATIONS  
501 SE HAWTHORNE BLVD, SUITE 300  
PORTLAND, OR 97214  
503-988-5135**

**This document is available in accessible format upon request**

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**2016-2021**  
**A G R E E M E N T**  
**Between**  
**MULTNOMAH COUNTY, OREGON**  
**and**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**LOCAL 48, AFL-CIO**

**ARTICLE 1**  
**PREAMBLE**

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and International Brotherhood of Electrical Workers, Local 48, AFL-CIO, hereinafter referred to as the Union.

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



**ARTICLE 2**  
**DEFINITIONS**

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

**2. Continuous Service:** Means uninterrupted employment with Multnomah County subject to the following provisions:

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

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

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

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

**4. Permanent Employee:** An employee who, following an examination process, is appointed from a list of eligibles certified by the Human Resources Division of the Department of County Management to fill a position; provided that the employee shall retain such status upon temporary or permanent transfer, promotion, or demotion.

**5. Probationary Employee:** A permanent employee serving a one (1) year period of trial service to determine his or her suitability for continued employment, such period to begin on the date of his or her appointment to a permanent position from a certified list

1 of eligibles. During the period of probation, the employee may be dismissed without  
2 recourse to the grievance procedure if, in the opinion of the employee's supervisor, his or  
3 her continued service would not be in the best interest of the County. The length of an  
4 employee's probationary period may not be extended by a Memorandum of Agreement  
5 under the terms of Article 21, Entire Agreement, unless the employee was absent from  
6 work for a period of six (6) months or more previous to the extension. The length of  
7 probationary periods for employees hired prior to the effective date of this Agreement  
8 shall not be affected by the terms of this definition.

9 **6. Promotional Probationary Employee:** A regular employee serving a six (6)  
10 month period of trial service upon promotion to determine his or her suitability for  
11 continued employment in the classification to which he or she was promoted, such period  
12 to begin on the date of his or her appointment to a higher classification from a certified  
13 list of eligibles. During the period of promotional probation, the employee shall be  
14 returned to the classification and department from which he or she was promoted without  
15 recourse to the grievance procedure if, in the opinion of the employee's supervisor, his or  
16 her continued service in the classification to which he or she was promoted would not be  
17 in the best interest of the County. The length of promotional probationary period for  
18 employees promoted prior to the effective date of this Agreement shall not be affected by  
19 the terms of this definition.

20 **7. Temporary Employee:** Any nonpermanent employee who has worked less than  
21 one-thousand-forty-four (1044) hours in any twelve (12) consecutive months. Temporary  
22 employees shall be terminated upon completion of one-thousand-forty-four (1044) hours  
23 or shall be appointed to a position from a certified eligible list established by the Human  
24 Resources Unit of the Department of County Management.

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

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**ARTICLE 3**  
**RECOGNITION**

The County recognizes the Union as the sole and exclusive bargaining agent for all non-supervisory employee members of the bargaining unit for the purpose of establishing wages, hours, and other conditions of employment. The positions covered by this Agreement are listed in Addendum A attached hereto and made a part hereof.

Specifically excluded from the bargaining unit are temporary employees.

During a probationary period, employees shall be entitled to all contractual benefits excluding provisions relating to discipline or discharge.

**ARTICLE 4**  
**MANAGEMENT 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 departments, 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 cause; the exclusive right to determine staffing, work schedules, and assign work; and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

**ARTICLE 5**

**UNION SECURITY, CHECK OFF, AND BUSINESS**

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

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

10 **A.** Fifty percent (50%) of the current monthly union membership dues of those  
11 union members who individually request such deductions in writing on the form attached  
12 hereto as Addendum B; or

13 **B.** Fifty percent (50%) of the current monthly service fee, in lieu of dues, from  
14 any employee who is a member of the bargaining unit and who has not joined the Union  
15 within thirty (30) days of becoming an employee. This service fee shall be segregated by  
16 the Union and used on a pro rata basis solely to defray the cost of its services in  
17 negotiating and administering this contract.

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

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

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

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

5 **3.     Union Business**

6           **A.     Union Business Leave (County Paid Time)**

7           Union Business Leave that is considered County Paid Time includes  
8 functions that are considered County/Union joint functions such as table negotiations;  
9 committees that are joint County/Union committees such as labor/management  
10 committees, Benefits Committee, Compensation Committee; duties as a Steward as  
11 defined in this agreement and such other Union Business (County Paid Time) that are  
12 mutually agreed between the parties. County employees participating in such activities  
13 will be allowed to do so without loss of pay.

14           **B.     Union Business Leave (Union Reimbursable Time)**

15           Any bargaining unit member selected by the Union to participate in a Union  
16 activity shall be considered on Union Business Leave (Union Reimbursable Time) status  
17 and shall be granted such paid leave without loss of pay.

18           The Union agrees to reimburse the County one-hundred percent (100%) of  
19 the affected employee's salary and fringe benefits (including pro-rata cost of workers  
20 compensation premiums, but excluding indirect administration or overhead charges) for  
21 straight time spent on Union activities conducted during regularly scheduled working  
22 hours. The County shall submit a monthly statement to the Union itemizing the amount of  
23 the Union's reimbursement obligation, and the Union will reimburse the County within  
24 thirty (30) days of receipt of the monthly union reimbursable time statement.

25           Union Business (Union Reimbursable Time) addressed in this section  
26 would pertain to such activities as contract administration, time to cover for staff  
27 replacement, time to attend training conferences such as steward/arbitration/grievance  
28 training; and time off to prepare for negotiations.

29           Written requests of such time away from work shall be given to the affected  
30 employee's immediate supervisor five (5) working days in advance and shall be approved

1 subject to County operational and business needs. The Union will make every effort to  
2 avoid disruptions of work.

3 **C. Union Business Leave - Employment Status**

4 Employees in Union Business Leave County Paid time and Union  
5 Reimbursable time shall be treated as in paid leave status regarding accrual of benefits  
6 such as vacation, sick leave, Health and Welfare, pension or any other benefit granted  
7 employees in paid leave status.

8 During Union Reimbursable Time, the employee shall not be eligible for  
9 County workers compensation benefits arising out of an injury or illness occurring during  
10 the leave from the County.

**ARTICLE 6**  
**NO STRIKE**

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No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when the employee is required to cross such picket line to attend to an emergency involving protection of life or property. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line when directed to perform work which does not properly fall within the scope and jurisdiction of this Local Union.

When work is not available or is limited other than in picketed locations, all employees shall report for assignment. Any work that is available shall be assigned to bargaining unit members on the basis of seniority. Employees who reported but are not assigned work shall be paid two (2) hours pay.



**ARTICLE 7**  
**HOLIDAYS**

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1. **Holidays** The following shall be recognized and observed as paid holidays:
- ◆ Any day the President of the United States and/or the Governor declares a holiday for all employees employed in the public sector.
  - ◆ New Year's Day (January 1<sup>st</sup>)
  - ◆ Dr. Rev. Martin Luther King Jr.'s Birthday (3<sup>rd</sup> Monday in January)
  - ◆ Washington's Birthday (3<sup>rd</sup> Monday in February)
  - ◆ Memorial Day (last Monday in May)
  - ◆ Independence Day (July 4<sup>th</sup>)
  - ◆ Labor Day (1<sup>st</sup> Monday in September)
  - ◆ Veterans' Day (November 11<sup>th</sup> or date of County observance)
  - ◆ Thanksgiving Day (4<sup>th</sup> Thursday in November)
  - ◆ Christmas Day (December 25<sup>th</sup>) or with the approval of the supervisor, this day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for, or works on December 25.
  - ◆ Eight (8) hours to be used as a floating holiday during the fiscal year provided the employee gives two (2) weeks notice and has the consent of the employee's supervisor. If the supervisor determines the holiday usage requested is impracticable, the employee shall be credited with eight (8) hours of Saved Holiday time.
2. **Holiday Observance**
- A. If the holiday falls on an employee's first scheduled day off, the preceding workday will be observed as that employee's holiday.
  - B. If the holiday falls on an employee's second or third day off, the following normally scheduled workday will be observed as that employee's holiday.
  - C. Shift workers shall observe weekend holidays on the days they occur.
3. **Holiday Pay** Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Part-time employees shall receive holiday pay equivalent to their Full Time Equivalency (FTE). To be eligible for holiday

1 pay, employees must be in pay status both on the day before and on the day after the  
2 observed holiday; part-time employees must be in pay status on the last scheduled day  
3 before and on the first scheduled day after the holiday.

4 **4. Holiday During Leave** Should an employee be on authorized leave with pay  
5 when a holiday occurs, such holiday shall not be charged against such leave.

6 **5. Holiday Work** Employees required to work on a recognized holiday will be  
7 compensated at one-and-one-half (1-1/2) times their regular rate of pay for the holiday  
8 worked, in addition to their regular holiday pay.

9 **6. Saved Holidays** An employee required to work on a recognized holiday may  
10 elect to be compensated for such work by electing to convert the time and one-half pay  
11 Section 5 to an equal amount of Saved Holiday time. Saved Holiday time may be used  
12 at the discretion of the employee with the consent of his or her supervisor, and will be  
13 charged in accordance with Article 14, Section 8. Saved Holiday time not used by the end  
14 of the fiscal year in which it is accrued will be forfeited. Upon separation from service  
15 employees will be paid for unused Saved Holiday time at their regular rate of pay. In the  
16 event of an employee's death, his or her heirs will receive payment for unused Saved  
17 Holiday time at the employee's regular rate of pay.

**ARTICLE 8**  
**VACATION LEAVE**

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

8 **2. Table of Vacation Accrual Rates**

9

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

10  
11 **A.** Accrual rates in Column 2 apply only to straight time hours worked or hours  
12 of paid leave. Employees who are not in pay status do not accrue vacation leave.  
13 Vacation accrual rates for employees who are not classified as full time employees and  
14 work fewer than forty (40) hours during the week will be pro-rated on an hourly accrual  
15 basis for hours worked during the pay period.

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

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

1   **3.    Charging**   Vacation leave shall be charged in increments in accordance with the  
2 uniform time charging provisions of Article 14.

3   **4.    Payoff Upon Termination or Death**   Unused vacation leave shall be paid to the  
4 employee at his or her regular rate of pay at the time of separation from service. In the  
5 event of an employee's death, unused vacation leave shall be paid to the employee's  
6 heirs at his or her regular rate of pay. This section is subject to any restrictions contained  
7 in Addendum E – VEBA.

8   **5.    Use and Scheduling of Accrued Vacation**   Employees shall be permitted to  
9 choose either a split or entire vacation. Whenever possible, consistent with the needs of  
10 the County and the requirement for vacation relief, employees shall have the right to  
11 determine vacation times, but in any case vacation times shall be selected on the basis  
12 of seniority; however, each employee will be permitted to exercise his or her right of  
13 seniority only once per calendar year.

14   **6.    Use of Accrued Vacation for Sick Leave and Other Purposes**   The  
15 requirements for using accrued vacation for sick leave and other purposes and the  
16 sequencing of such leave use, is specified in Article 9, "Section 2.C. Sequencing of  
17 Leaves".

18   **7.    Use of Accrued Vacation for Emergencies**

19       **A.    Usage of Emergency Leave**

20           Employees may use up to twenty-four (24) hours of vacation leave,  
21 compensatory time, or combination of vacation and compensatory time each calendar  
22 year for personal emergencies.

23       **B.    Emergency Leave**

24           **1.**    Emergency Leave may be used without prior supervisor approval,  
25 but management reserves the right to require verification that the employee has  
26 experienced an emergency situation.

27           **2.**    Employees using Emergency Leave shall follow the reporting of  
28 leave provisions found in Article 9, Section 1.C., unless the onset of the emergency is  
29 within one (1) hour of the employee's scheduled reporting time, in which case the  
30 employee must call in as soon as possible.

31       **D.    Misuse and Failure to Properly Report**

- 1 Misuse of Emergency Leave is cause for disciplinary action, and failure to
- 2 follow the reporting provisions may result in loss of pay for the day(s) involved.

**ARTICLE 9**  
**SICK LEAVE**

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4 **1. Paid Sick Leave**

5 **A. Definition and Allowable Use** Sick leave is a leave of absence with pay  
6 which may be used when the employee is directly affected by any of the health conditions  
7 listed below, or when specified others are affected by the conditions listed, and require  
8 the employee's care. Protected sick time as defined under Oregon's state sick leave law,  
9 ORS 653.601(6), sick leave taken in excess of forty (40) hours is not considered protected  
10 sick time, though such leave may be considered protected leave under other state and  
11 federal law.

12 **1. Specified others**

- 13 **a.** Members of the employee's immediate household; or  
14 **b.** The employee's spouse, parents, or children as defined in the  
15 federal Family and Medical Leave Act (hereafter referred to as the "FMLA"); or  
16 **c.** The employee's parents-in-law, grandparents and  
17 grandchildren as defined in the Oregon Family Leave Act (hereafter referred to as  
18 "OFLA"); or  
19 **d.** The employee's domestic partner as designated in an  
20 Affidavit of Domestic Partnership submitted to Employee Benefits; or  
21 **e.** The children and parents of such domestic partner, defined as  
22 if the domestic partner was the employee's spouse.

23 **2. Covered health conditions**

- 24 **a.** Mental or physical illness, injury, or health condition; need for  
25 medical diagnosis, care or treatment of a mental or physical illness injury or health  
26 condition; or time off needed for preventative care; or  
27 **b.** Any qualified condition covered by FMLA or OFLA, regardless  
28 of whether the employee meets statutory eligibility requirements; or  
29 **c.** Medical, dental, and employee assistance program  
30 appointments; or  
31 **d.** Any qualified purpose allowed under Oregon's domestic

1 violence, harassment, sexual assault or stalking law; or

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

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

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

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

13 **B. Accrual**

14 1. Employees shall accrue sick leave at the rate of .0461 hours for each  
15 straight time hour worked. Straight time hours worked includes paid holidays and leaves  
16 with pay taken during the work week.

17 2. Protected sick time as defined under Oregon's state sick leave law,  
18 ORS 653.601(6), sick leave taken in excess of forty (40) hours is not considered protected  
19 sick time.

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

21 **C. Reporting of Sick Leave** An employee who must be absent by reason of  
22 illness or injury shall make reasonable effort to notify his or her immediate supervisor at  
23 least one (1) hour before the beginning of his or her scheduled shift.

24 **D. Use of Sick Leave During Leave** Sick leave may not be used during the  
25 term of any unpaid leave of absence. Sick leave may not be used during vacation except  
26 when the employee notifies the supervisor of the interruption of his or her scheduled  
27 vacation and presents reasonable evidence of a bona fide illness or injury upon returning  
28 to work.

29 **E. Time Charging for Sick Leave** Sick leave shall be charged in accordance  
30 with the uniform time charging provisions of Article 14.

31 **2. Use and Misuse of Leave for Sick Leave Purposes**

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

5           **B.     Legitimate Use** Protected sick time is limited to the first 40 hours of sick  
6 time taken by an employee each calendar year. Sick leave taken in excess of 40 hours  
7 each calendar year is not considered protected sick time. Reliable and consistent  
8 attendance is an expectation of all county employees. Employees must only use sick  
9 leave for legitimate purposes and only for bona fide illness, as defined in section I.A.2 of  
10 this article.

11                   **1.     Verification of use**

12                   **a.** Pursuant to Multnomah County policy, Management must  
13 require the completion of a certification form by the employee's health care provider and  
14 any other verification required for under the provisions of the FMLA, OFLA, or their  
15 successors.

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

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

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

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

23                           **iv.** The employee commences sick time without providing  
24 prior notice required by the County, unless medical circumstances prevent the employee  
25 from providing notice prior to commencing sick time and the employee provides notice to  
26 the County as soon as is practicable; or

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

29                           **vi.** If medical verification is requested, the County will pay  
30 any and all reasonable costs associated with obtaining medical verification.

31                   **c.** Management may require medical verification of absence due



1 to non-FMLA, non-OFLA, and non-protected Oregon sick leave covered illness or injury  
2 under the following conditions:

- 3 i. the employee has been absent for more than three (3)  
4 consecutive work days; or
- 5 ii. the employee has exhausted all sick leave; or
- 6 iii. the employee has had five (5) or more events with less  
7 than twenty-four (24) hours notice in a six (6) month period; or
- 8 iv. management reasonably believes that the absence  
9 may not be bona fide.

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

12 **a. Abuse of sick leave**

13 Misuse of sick leave and other forms of leave used in lieu of  
14 sick leave are cause for disciplinary action.

15 **b. Use of accrued sick leave**

16 i. Use of accrued sick leave, without abuse of such leave,  
17 will not be cause for discipline.

18 ii. When the intermittent use of accrued sick leave or  
19 other paid or unpaid leave used in lieu of sick leave interferes significantly with an  
20 employee's ability to perform the duties of his or her job, management may do the  
21 following (subject to the requirements of law, including, but not limited to, the FMLA):

22 **(a)** require the employee to take continuous leave;

23 or

24 **(b)** change the employee's work assignment for six  
25 (6) months or until use of intermittent leave ends, whichever comes sooner.

26 **c. Excessive absenteeism** The parties recognize that every  
27 employee has a duty to be reliably present at work, and that failure to confine sick leave  
28 usage to accrued and available sick leave raises the possibility of discipline for excessive  
29 absenteeism. Such cases, however, are subject to just cause review and require  
30 systematic examination of relevant factors, including but not limited to:

1                   i. Any legal requirements, including, but not limited to  
2 those of the FMLA, OFLA, Oregon sick leave law, or the ADA.

3                   ii. The tenure and work history of the employee,  
4 specifically to include whether there have been previous instances of this pattern of  
5 absenteeism.

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

8                   iv. The particular attendance requirements of the  
9 employee's job.

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

12           **C. Sequencing of Leaves** The use of vacation leave, saved holiday time,  
13 compensatory time, and leave without pay is subject to approval by management  
14 according to the requirements of Articles 8, 7, 15, and 10, respectively. However, unless  
15 otherwise required by law, forms of leave shall be used and exhausted in the following  
16 sequences:

17                   1. Leave for illness or injury, that does not qualify for FMLA will be taken  
18 in the following order:

19                           a. Sick leave until it is exhausted;

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

22                           c. Leave without pay.

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

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

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

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

30                           b. Leave without pay

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

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

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

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

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

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

19          6.     Employees who retire under PERS money match or OPSRP who are  
20 subsequently re-employed by the County within 180 days of their retirement date will be  
21 entitled to credit for all sick leave accrued up to the last day of prior employment. Sick  
22 leave shall not accrue during the period between leaving County employment and re-  
23 employment.

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

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

28                 1.     **Continuous leave**   In the event of a continuous leave of absence  
29 without pay in excess of any legal requirement of the FMLA or OFLA, the County may  
30 require from the employee's physician, and/or arrange for the employee to see a  
31 physician selected by the County to examine the employee and provide a statement of

1 the disability, current condition, and the anticipated length of current absence. If the  
2 County requires the employee to see a physician it has selected, it will pay the costs. If  
3 deemed necessary by the County, such an examination shall be repeated every thirty  
4 (30) days. If management determines that continued leave would not be in the best  
5 interest of the County, then any resulting termination would be subject to review under  
6 the just cause standard as to the reasonableness of this determination. Following six (6)  
7 months of leave without pay, to include time spent on unpaid FMLA and/or OFLA leave,  
8 any extension of the leave shall be deemed permissive on the part of the County and if  
9 the employee's leave is not extended, and the employee does not return to work, the  
10 employee will be deemed to have resigned.

11 **2. Intermittent leave** Intermittent leave without pay used in lieu of sick  
12 leave is not subject to the six (6) month entitlement provided for above. When such leave  
13 significantly affects an employee's job performance and is not subject to the requirements  
14 of law (including but not limited to the FMLA), management may evaluate the employee's  
15 use of leave according to the criteria of "Section B.2.c" above. Medical information as  
16 provided for in "Section D.1" above may be required for the evaluation. After completing  
17 the evaluation management may do one of the following:

18 **a.** Approve a similar pattern of intermittent use of unpaid leave  
19 for a specified period followed by another evaluation; or

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

22 **c.** Proceed with the disciplinary process.

23 **3. Fitness for Duty** The parties recognize that employees have the responsibility  
24 to report to work fit for duty. To ensure such fitness, management may send employees  
25 for medical or psychological examination when the supervisor reasonably believes that  
26 the employee is not fit for duty or may be a danger to themselves or others. Any such  
27 examinations will be at County expense.

28 **4. Incentive Conversion** Effective through June 30, 2017, full-time employees who  
29 have worked the twelve (12) months preceding June 30 of any year, (*does not include*  
30 *FMLA/OFLA/Oregon protected sick leave*) may at their option, convert accrued sick leave  
31 to saved holiday time to be taken in accordance with Article 7, Section 6 subject to the

1 following schedule:

2

Hours of sick leave used in 24 pay periods preceding June 30 of any year	Allowable additional Saved Holidays
(1) None	3 days
(2) 0.1 - 8 hours	2 days
(3) 8.1 - 16 hours	1 day

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4 Effective July 1, 2017, incentive conversion for sick leave will be eliminated in  
5 accordance with Oregon Sick Leave Law, ORS 653.601-991.

6 **5. Bereavement Leave** An employee shall be granted not more than three (3) days  
7 leave of absence with full pay in the event of death in the immediate family of the  
8 employee to make household adjustments or to attend funeral services. If such funeral  
9 is beyond three-hundred-fifty (350) miles, the employee may be granted up to three (3)  
10 additional days with pay at the discretion of his or her supervisor for travel and personal  
11 considerations. For purposes of Bereavement Leave, an employee's immediate family  
12 shall be defined as spouse, parents, step-parents, children, step children, brother, sister,  
13 step brother, step sister, grandparents, grandchildren, father-in-law, mother-in-law,  
14 sister-in-law, brother-in-law, member of the employee's immediate household. For the  
15 purpose of this section, an employee is entitled to receive the same bereavement leave  
16 for his/her domestic partner, as designated in an Affidavit of Domestic Partnership  
17 submitted to Employee Benefits, and family as for a spouse. In relationships other than  
18 those set forth above, under exceptional circumstances, such leave of absence may be  
19 granted by the County Chair or his or her designee(s) upon request.

**ARTICLE 10**  
**OTHER LEAVES**

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

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

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

**3. Voting Time** Employees shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote. Voting time will not be granted for any election if vote by mail is available for employees.

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

**5. Educational Leave** After completing one (1) year of service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his or her employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended upon the

1 request of the employee when necessary. At the request of management, the employee  
2 shall submit verification of course work taken.

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

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

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

18 **7. Reimbursement** The County will reimburse an employee for the cost of tuition  
19 for any course of study, including state-required classes to maintain or upgrade licenses,  
20 taken on the employee's own time which, in the County's judgment, is related to the  
21 employee's position and will result in improved performance, subject to the County's  
22 budgetary limitations and priorities. Employees shall apply for approval of the request for  
23 reimbursement at least five (5) days prior to the proposed enrollment. If approved prior  
24 to enrollment, the County will make reimbursement within thirty (30) days after proof of  
25 satisfactory completion of the course. In addition, the County may advance the cost of  
26 tuition and incidental expenses if, in the county's judgment, such advance is consistent  
27 with County financial and operational needs and priorities, and the employee signs an  
28 agreement that if he or she does not satisfactorily complete the course, or if his or her  
29 County employment terminates before completion of the course, the County will have the  
30 right to deduct the amount of the advance from his or her pay or use other means to  
31 collect the amount of the advance.

- 1 **8. Parental Leave** An employee's entitlement to parental leave shall be governed
- 2 by FMLA and OFLA. The employee may use his or her accrued sick leave, vacation time,
- 3 compensatory time, or saved holiday time as provided therein.



**ARTICLE 11**  
**HEALTH AND WELFARE**

**1. Medical and Dental Insurance**

**A. Contribution Toward Insurance Premiums**

**1. Full-time employees**

**a. Full-Time Employee – Definition**

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

**b. Medical/Vision/Prescription Insurance**

Each eligible full-time active enrolled employee’s monthly contribution for the purchase of medical/vision/prescription benefit plan coverage will be calculated as a percentage of the total monthly premium for each medical/vision/prescription benefit plan as follows:

<b>Health Plan</b>	<b>County Contribution</b>	<b>Full-Time Employee Contribution</b>
Moda Platinum Plan	93.25%	6.75%
Moda Major Medical Plan	100%	0%
Kaiser Medical Plan	95%	5%

**c. Dental Insurance**

Each eligible full-time active enrolled employee’s monthly contribution for dental coverage will be calculated as a percentage of the total monthly premium for each dental benefit plan is as follows:

<b>Dental Plan</b>	<b>County Contribution</b>	<b>Full-Time Employee Contribution</b>
Moda Dental Plan	95%	5%
Kaiser Dental Plan	95%	5%

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**2. Part-time employees**

**a. Part-Time Employee – Definition**

Employees who are regularly scheduled to work 20 to 31.99 hours per week.

**b. Medical/Vision/Prescription Insurance**

Each eligible part-time active enrolled employee’s monthly contribution for medical/vision/prescription coverage will be calculated as a percentage of the total monthly premium for each medical/vision/prescription benefit plan as follows:

Health Plan	County Contribution	Part-Time Employee Contribution
Moda Platinum Plan	50%	50%
Moda Major Medical Plan	100%	0%
Kaiser Medical Plan	Equivalent of Moda Major Medical + \$50 premium subsidy	Difference between Kaiser medical plan and the Moda Major Medical plan
Kaiser Maintenance Medical Plan	90%	10%

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**c. Dental Insurance**

Each eligible part-time active enrolled employee’s monthly contribution for dental coverage will be calculated as a percentage of the total monthly premium for each dental benefit plan is as follows:

Dental Plan	County Contribution	Part-Time Employee Contribution
Delta Dental Plan	50%	50%
Kaiser Dental Plan	50%	50%

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**d. 30 Hour Employees**

1                   The County agrees that any change in benefit structure for  
2 employees who work thirty (30) hours but less than thirty-two (32) hours per week by the  
3 Employee Benefits Advisory Team (EBAT) shall be communicated to the Union by the  
4 County, and subject to mutual agreement of the parties may also apply to employees  
5 covered by this agreement.

6           **B. Health Care Cost During the Term of Agreement**

7           Local 48 and the County have a shared interest in addressing increasing  
8 health insurance costs. In an effort to collaborate together over quality health plans,  
9 design changes and increasing costs, the County agrees to notify the Union any time  
10 there is a proposed change in plan cost, change in plan designs by any other bargaining  
11 unit or any optional changes proposed by carriers that would impact plan design cost or  
12 plan designs. The parties agree to participate on EBAT with such other County employee  
13 bargaining units as agreed to participate to review and consider health plans, design  
14 changes and cost sharing features. The EBAT will be advisory only and will report  
15 recommendations to the County Chair. EBAT does not preclude the parties from entering  
16 into any Memoranda of Agreement (MOA) authorizing mutually agreed upon plan  
17 changes signed by the appropriate Multnomah County authorized representative and an  
18 authorized representative employed by Local 48. Local 48 will be entitled to one (1) IBEW  
19 representative member on the EBAT in addition to the presence of the assigned labor  
20 relations representative as necessary from IBEW.

21           The County agrees to meet with the Union whenever the Union requests to meet  
22 regarding proposed changes in plan cost, changes in plan designs by other bargaining  
23 units or changes offered by carriers that would impact plan designs. Changes in plans or  
24 plan designs which are mandatory due to carrier changes, and which cannot be resolved  
25 by a meeting, shall be subject to impact bargaining only. Mandated coverage changes  
26 due to Federal or State laws, rules, or regulations shall be presented to the Union but will  
27 be implemented by the County as required by law.

28           In the event the EBAT is unable to identify changes to health plan designs and  
29 cost-shares that avoid projected Excise Tax liability, which are multilaterally acceptable  
30 to all EBAT participants, either party may request to reopen Article 11 – Health and  
31 Welfare beginning January 30, 2018, with any negotiated changes under a re-opener to

1 be effective no sooner than January 2019. The parties agree that any reopener of Article  
2 11 will be subject to the same rules and bargaining process that pertains to full contract  
3 successor negotiations and Article 6 (No Strike – No Lockout) will be suspended as to  
4 any Article 11 dispute arising therefrom.

5 **C. Premium Calculations** For Kaiser Plans, the premium charges shall be  
6 the amount charged by Kaiser to the County. For the ODS plans, the premium charges  
7 shall be calculated, using sound actuarial principles, and include projected claim costs  
8 based on plan experience as required by state regulations, IBNR expenses,  
9 pharmaceutical claim expenses, stop-loss premiums, third-party benefit plan  
10 administration costs, and an appropriate trend factor selected to limit County contributions  
11 and employee cost shares while providing adequate funding for plan operations.

12 **D. Employee Contribution** Employee contributions will be made through  
13 payroll deductions. Enrollment in a County sponsored medical/vision/prescription plan  
14 and associated employee contribution is mandatory for employees who do not “Opt Out”  
15 of medical/vision/prescription coverage.

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

18 **F. Opt-Out - Waiver of Benefits**

19 1. Employees may elect to waive participation (Opt Out of coverage) in  
20 the County’s medical/vision/prescription insurance plans by making that election on their  
21 Benefit Enrollment form. Employees making such election must provide proof of other  
22 group medical/vision/prescription insurance in order to make the Opt Out election.  
23 Employees will not be eligible to change their election until the County’s official open  
24 enrollment period, unless the employee experiences an IRS recognized family status  
25 change event that would allow a mid-year health plan election change.

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

27 Employees who waive medical/vision/prescription coverage will  
28 receive \$250 (gross) per month paid by the County.

29 **3. Part-Time Employees who waive coverage**

30 Employees who waive medical/vision/prescription coverage will  
31 receive \$125 (gross) per month paid by the County.

1           **G.     Successor Plans and Carriers** In the event that any of the current  
2 insurance plans become unavailable, the County agrees to provide to affected employees  
3 a substitute plan for the same service delivery type, if available, at substantially the same  
4 or better benefit levels. If a plan or carrier is discontinued and no substitute plan is  
5 available of the same service delivery type, the employee will be offered the option to  
6 enroll in an alternative service delivery plan.

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

10           **H.     Premium Reimbursement for Part-time employees** Part-time  
11 employees who work full time (at least .8 FTE) for six (6) consecutive pay periods will be  
12 reimbursed for the difference between the part-time employee contribution and the full-  
13 time employee contribution, as if they were entitled to full-time benefits during that period  
14 for their elected County offered medical and/or dental plans. A part-time employee who  
15 has elected the Kaiser Maintenance Plan will be reimbursed for the amount of their part-  
16 time employee contribution (because this plan does not have a full-time equivalent plan).  
17 There is no reimbursement available to employees who have elected the Major Medical  
18 Plan or who Opt Out. Any such premium reimbursements made to the employee will be  
19 adjusted for appropriate taxes.

20           “Work” for purposes of this section is defined as regular hours worked, and  
21 any paid time such as vacation or sick time. Such payments will be made only upon  
22 written request submitted by the employee to the Employee Benefits Office within ninety  
23 (90) days of the last payroll period of full-time work.

24           **I.     Retirees** Provisions governing retiree participation in County medical and  
25 dental plans are in Addendum C.

26           **J.     Default Enrollment**

27           **1.** New full-time employees who fail to submit timely application for  
28 enrollment into the medical-dental benefit plans described in Section A will be enrolled by  
29 default in the County’s Major Medical plan and Moda Dental plan, with employee only  
30 coverage. Eligible dependents of such employees may be enrolled in the default plans if  
31 the employee submits application requesting dependent enrollment within fifteen (15)

1 days of receiving notice of his or her default enrollment.

2           **2.** New part-time employees who fail to submit a timely application for  
3 enrollment into the medical and dental benefits described in Section A above will be  
4 enrolled by default in the County’s Major Medical plan, with employee only coverage.  
5 Eligible dependents of such employees may be enrolled in the default plan if the employee  
6 submits application requesting dependent enrollment within fifteen (15) days of receiving  
7 notice of his or her default enrollment.

8           **K. Eligible Dependents**

9                   **1. Spouses and domestic partners**

10                           **a. Definitions**

11                                   **i.** A “spouse” is a person to whom the employee is legally  
12 married.

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

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

20                                                   **(b)** Has a close personal relationship.

21                                                   **(c)** In addition, the employee and the other person  
22 must share the following characteristics:

23                                                                   **(1)** Are not legally married to anyone;

24                                                                   **(2)** Are each eighteen years of age or older;

25                                                                   **(3)** Are not related to each other by blood in  
26 a degree of kinship closer than would bar marriage in the State of Oregon;

27                                                                   **(4)** Were mentally competent to contract  
28 when the domestic partnership began;

29                                                                   **(5)** Are each other’s sole domestic partner;

30                                                                   **(6)** Are jointly responsible for each other’s  
31 common welfare including “basic living expenses” as defined in the Affidavit of Marriage

1 or Domestic Partnership.

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

9                   **2.     Children**

10                   **a.     Definition**

11                   "Eligible children" includes:

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

14                   **(ii)** 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  
16 the age stipulated in the court documents but not to exceed age twenty-six (26); or

17                   **(iii)** anyone under the age of twenty-three (23) for whom  
18 the employee is required by court order to provide coverage, or

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

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

24                                   **(b)** both parent and grandchild reside with the  
25 County employee.

26                   Grandchild's eligibility for coverage ends upon the  
27 parent child's twenty-third (23<sup>rd</sup>) birthday or marriage date, whichever occurs first, unless  
28 the County employee has legal custody of the grandchild.

29                   **(v)** An eligible dependent enrolled under employee's  
30 County sponsored health plan, who becomes permanently disabled prior to their twenty-  
31 six (26th) birth date, may be eligible for continued health plan coverage after reaching the

1 usual maximum dependent age of twenty-six (26). Employee's with a dependent child in  
2 this situation should contact the County Employee Benefits Office three (3) months prior  
3 to child's twenty-six (26th) birth date to initiate eligibility review process.

4 **b. Enrollment of Dependent Children**

5 Employee may enroll eligible children in County medical and  
6 dental plans upon completion of the County's applicable enrollment forms. Children must  
7 be enrolled in the same plans as the employee.

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

9 Health plan coverage provided to domestic partners, children  
10 of domestic partner, and/or other dependents who do not meet IRS child, Qualified Child,  
11 or IRS Qualified Relative requirements is subject to imputed income tax on the value of  
12 the coverage in accordance with IRS regulations.

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

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

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

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

25 **c.** Employees must remove from coverage a child who has  
26 become ineligible by completing a Benefit Change form and submitting completed form  
27 to the Employee Benefits Office.

28 **d.** Employees who fail to remove an ineligible spouse, domestic  
29 partner, or child within sixty (60) days of the qualifying event and have not elected to  
30 purchase COBRA rights for the terminated dependent will be required, retroactive to the  
31 coverage end date, to reimburse the County sponsored health plan for claims incurred



1 and paid while the former spouse, partner, or child remained enrolled for coverage but  
2 was no longer an eligible dependent.

3 e. Termination of dependent health plan coverage ends on the  
4 end of the calendar month in which the termination event occurs, examples.

5

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 of Multnomah County Registry	End of month partner moved out of shared residence
Child reaches maximum dependent age	End of month that maximum age birth date occurs

6

7 **L. When Benefits Coverage Begins and Ends**

8 **1. Coverage for new employees**

9 **a. Medical and Dental Benefits**

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

20 **2. Benefits coverage for terminating employees**

21 **a. Retirees**

22 **i. County-subsidized coverage**

23 Benefits options for retirees are provided for in  
24 Addendum C.

1                   ii.     **Unsubsidized benefits**

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

4                   b.     **Other terminating employees**

5                                   i.     **County-subsidized coverage**

6                                   County sponsored medical/vision/prescription and  
7 dental coverage ends based on the employees last regularly scheduled working day in  
8 pay status:

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

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

15                                   ii.     **Unsubsidized benefits**

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

19                   3.     **Employees on unpaid leaves of absence**

20                                   a.     **Leaves of less than 30 days**

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

24                                   b.     **FMLA/OFLA Leaves**

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

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

5                   c.     **Non-FMLA/OFLA unpaid leaves**

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

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

10

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

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

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

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

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

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

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

8 **2. Other Benefits**

9 **A. Flexible Spending Accounts**

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

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

19 **B. Life Insurance** The County agrees to provide each employee covered by  
20 this Agreement with term life insurance in the amount of thirty-thousand-dollars (\$30,000).  
21 Employees may purchase supplemental term life insurance coverage for themselves,  
22 their spouse or their domestic partner consistent with carrier contract(s) by payroll  
23 deduction. Premiums will vary according to age of the insured.

24 Upon retirement, employees with fifteen (15) or more years of service will be  
25 provided with two-thousand-dollars (\$2,000) coverage. Employees shall designate their  
26 beneficiaries.

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

1           **D.    Disability Insurance**

2                   **1.    Short-term Disability**    Any employee covered by this  
3 Agreement may participate in the short-term disability insurance program consistent with  
4 carrier contract(s), the monthly premium to be paid individually through payroll deduction.

5                   **2.    Long Term Disability**    All bargaining unit employees will be  
6 covered by a County-paid group long term disability insurance policy, the provisions of  
7 which will be the same as those in the UNUM group policy available to Multnomah County  
8 employees.

9           **E.    HRA-VEBA**    The County will contribute into a Health Reimbursement  
10 Account -Voluntary Employee Beneficiary Association (HRA-VEBA) for each employee  
11 covered by this agreement in accordance with the provisions of Addendum E.

12           HRA-VEBA is subject to annual review and adjustment July 1<sup>st</sup> of any year by  
13 mutual agreement of the parties.

**ARTICLE 12**  
**PENSIONS**

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

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

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

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

3. **Sick Leave in Application to Final Average Salary** In accordance with the terms of ORS 238.350 one-half (1/2) of the value of accumulated sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

**ARTICLE 13**  
**WORKERS' COMPENSATION AND**  
**SUPPLEMENTAL BENEFITS**

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

7 **2. Seniority**

8 **A.** The period of time that an employee is off the job and unable to work by  
9 reason of a disability compensable under the Worker's Compensation Law shall not  
10 interrupt his or her continued period of employment with reference to accrual of seniority  
11 unless the employee's health care provider, the State Worker's Compensation  
12 Department or Board, or the employee certifies to the County in writing that the employee  
13 will be permanently disabled to such an extent that he or she will be unable to return to  
14 the County and fully perform the duties of the position he or she last occupied. In such  
15 event the employee's status shall be governed exclusively by applicable state statutes  
16 related to re-employment and non-discrimination. If injured during probation, the  
17 probationary period may be extended by written agreement of the Union, employee, and  
18 County.

19 **B.** If an injured employee has been released by his or her attending physician  
20 to return to the job at injury, he or she will be reinstated to that position if eligible under  
21 the provision of ORS 659.043 or its successor; provided that such reinstatement shall not  
22 violate the seniority rights, as contained elsewhere in this Agreement, of any other  
23 employee.

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

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

1 Supplemental benefits shall be paid for no more than three-hundred twenty (320) hours  
2 of the employee's regular working hours or for a period equal to the amount of accrued  
3 sick leave hours at the time of injury, whichever is greater. Such payments shall not be  
4 chargeable to accrued sick leave.

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

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

10 **4. Denied Claims**

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

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

18 **C.** If an employee's Workers' Compensation claim is under appeal, and he or  
19 she is no longer entitled to medical/dental coverage under Article 11, Health and Welfare,  
20 he or she will be entitled to continued coverage under federal COBRA law. The duration  
21 of such coverage will be for six (6) months or the legally mandated period, whichever is  
22 greater, provided that the employee continues to be eligible and pays the premiums as  
23 required.

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

26 **1.** Reimbursement of any premiums paid to the County for  
27 medical/dental benefits, and

28 **2.** Any supplemental benefits not paid in accordance with "Section IV"  
29 of this Article.

30 **5. Borrowing of Sick Leave** Nothing in this article may be construed to permit  
31 borrowing of sick leave not accrued by and available to the employee.



1 **6. Benefits**

2 **A.** The County shall continue to provide medical and dental benefits for  
3 employee with a compensable claim for the employee and his or her dependent(s) from  
4 the first day of occupational disability subject to the limitations of Article 11, Health and  
5 Welfare Article, if any, for a period of one (1) year or such longer period as may be  
6 required by law.

7 **B.** The County shall continue to make retirement contributions, based upon the  
8 appropriate percentage of the gross dollar amount of supplement benefits paid,  
9 throughout the period that the employee receives such benefits.

10 **7.** The County shall continue to make retirement contributions, based upon the  
11 appropriate percentage of the gross dollar amount of supplement benefits paid,  
12 throughout the period that the employee receives such benefits.

**ARTICLE 14**  
**HOURS OF WORK**

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**1. Work Day**

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

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

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

**2. Work Week**

**A. Regular** Except as provided herein, the regular workweek shall consist of consecutive days, Monday through Friday, of the same number of consecutive hours per day with consecutive days off. Employees hired on or after July 1, 1998 or Electronic Technician Assistants promoted on or after January 1, 1999 may be required by the County to work a regular work week that includes Saturday or Sunday but not both. Employees who wish to volunteer for such schedules or for a regular work week schedule including both Saturday and Sunday may do so and management may permit the employee to work such a schedule. Employees with four (4) days per week ten (10) hours per day work schedules shall have three (3) consecutive days off, including Saturday and Sunday; however, if operational needs of the County dictate, the County may institute a limited number of 4-10 work schedules having Saturday and Sunday off. Qualified volunteers shall be solicited to take the third (3<sup>rd</sup>) day as a non-consecutive day off. If no volunteers accept the third (3<sup>rd</sup>) day, it shall be determined via seniority list with the least senior qualified person being assigned. In no case shall the workweek be for more than forty (40) hours, excluding the meal period.

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

1           **C.     Alarm Technicians – Facilities Division**

2           1.     Alarm Technicians in Facility Division shall have the option of  
3 working a 5/8 schedule or a 4/10 schedule as defined in Section 1 and 2 of this article.

4           2.     The 4/10 schedule will be considered voluntary when applying for a  
5 4/10 schedule and requesting to change back to a 5/8 schedule. Employees who have  
6 volunteered to work a 4/10 schedule and wish to return to a 5/8 schedule need to give  
7 their supervisor at least ten (10) working days notice of the requested change.

8           3.     Employees working a 4/10 schedule will work either an A or B shift:  
9 A shift will begin work at 6:00 a.m. and end at 4:30 p.m. with a one-half (1/2) hour lunch  
10 period. B shift will begin work at 8:30 a.m. and end at 7:00 p.m. with a one-half (1/2) hour  
11 lunch period. Swing shift differential will be in accordance with Article 15.13.

12          4.     Alarm Technicians working B shift will receive the swing shift  
13 premium for all hours on this shift. Administration of the shift premium will be in  
14 accordance with Article 15.13.

15 **3.     Work Schedules** Work schedules showing the employee's shift, work days, and  
16 hours shall be posted on all department bulletin boards at all times. All employees shall  
17 be scheduled to work on a regular work shift and each shift shall have regular starting  
18 and quitting times. Except for emergency situations and during the duration of the  
19 emergency, work schedules for any work shift shall not be changed unless the changes  
20 are posted for ten (10) workdays.

21 **4.     Reduced Work Week** In the event that the financial budget situation of the  
22 County requires a reduced workweek for employees covered by this Agreement, the  
23 parties agree to meet and discuss scheduling problems, which may arise. Such meeting  
24 shall be held prior to implementation of the reduced workweek.

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

1 **6. Meal Periods** All employees shall be granted a meal period of not less than thirty  
2 (30) minutes during each work shift. Whenever practicable, meal periods shall be  
3 scheduled in the middle of the shift. The County shall provide a half (1/2) hour paid meal  
4 period at the applicable rate to any employee who is requested to and does work two (2)  
5 hours beyond his or her regular quitting time.

6 **7. Clean-Up Time** Employees occupying labor, trades, or craft positions shall be  
7 granted adequate personal clean-up time prior to the end of each work shift. The County  
8 shall provide the required facilities for the employee's clean up. Neither party to this  
9 Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early time."

10 **8. Uniform Time Charging Provisions**

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

- 14 1. 0 - 7 minutes rounds to 0 hours  
15 2. 8 - 15 minutes rounds to 1/4 hour

16 **B. Applications**

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

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

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

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

30 **9. Time between shifts** There shall be a minimum of eight (8) hours between  
31 regular scheduled shifts. Employees who have completed their regular shift and are

- 1 required to work an additional continuous eight (8) hours shall be granted four (4) hours
- 2 of rest with pay at the straight pay hourly rate. The rest pay provisions shall apply to the
- 3 employee's first four hour of their next shift and only occurs when the next regular shift
- 4 begins within twelve (12) hours of the end of the continuous work period.

**ARTICLE 15**

**WAGES**

**1. Wages and Classification Schedule**

**A. Wage Rates for FY 2016-2017** Effective July 1, 2016, employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum A. Said schedule reflects a cost of living increase of one percent (1%) effective July 1, 2016.

**B. Wage Rates effective January 1, 2017** Effective January 1, 2017, the wage rates and ranges of employees covered by this Agreement shall be increased by one point seven nine percent (1.79%).

**C. Wage Rates for FY 2017-2018** Effective July 1, 2017, the rates and ranges of employees covered by this Agreement shall be increased by the two point two percent (2.2%)

**D. Wage Rates for FY 2018-2019** Effective July 1, 2018, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the second half 2016 to the second half 2017 as reported in February 2018. The minimum percentage increase shall be no less than one percent (1%) and the maximum percentage increase no more than four percent (4%).

**E. Wage Rates for FY 2019-2020** Effective July 1, 2019, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the second half 2017 to the second half 2018 as reported in February 2019. The minimum percentage increase shall be no less than one percent (1%) and the maximum percentage increase no more than four percent (4%).

**F. Wage Rates for FY 2020-2021** Effective July 1, 2020, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the second half 2018 to the second half 2019 as reported in February 2020. The minimum percentage increase shall be no less than one percent (1%) and the maximum

1 percentage increase no more than four percent (4%).

2 **G.** The County agrees that for fiscal years beginning July 1, 2017, July 1, 2018,  
3 July 1, 2019 and July 1, 2020, should the County grant AFSCME Local 88 or IUOE Local  
4 701 bargaining units a COLA range with a higher minimum and/or higher maximum that  
5 the County will notify Local 48 and offer Local 48 the same COLA range.

6 **H. Market Adjustments**

7 Effective July 1, 2018 and July 1, 2020 the pay rates, will be adjusted if the County  
8 rates fall below market average. Market average is defined as:

9 **1.** Comparables are: Clackamas County, City of Portland, METRO,  
10 Port of Portland PDX, OHSU and Portland Public Schools.

11 **2.** Comparable market rate reviewed will be the Electrician  
12 classification, comparing Multnomah County electrician classification with comparables  
13 that are similar in duties and responsibilities. Other classifications covered by this  
14 agreement shall receive the same market rate adjustment as applies to the Electrician  
15 classification.

16 **3.** Comparable pay rates shall be pay rates effective January 1, 2018  
17 and January 1, 2020, taking into consideration delayed implementation subject to finalize  
18 wage rates which are subject to such actions as contract negotiations/finalized salary  
19 studies. Multnomah County pay rate for purposes of comparison shall include appropriate  
20 July 1, 2018 and July 1, 2020 CPI adjustments.

21 **4.** Market adjustment increase shall be equal to the percentage that  
22 Multnomah rates are below the market average rounded to a tenth of a percent. July 1,  
23 2018 CPI increase shall be based on July 1, 2017 wage rate plus any market adjustment.  
24 July 1, 2020 CPI increase shall be based on July 1, 2019 wage rate plus any market  
25 adjustment.

26 **I. New Classifications** When any position covered by this Agreement not  
27 listed on the wage schedule is established, the County may designate a job classification  
28 and pay rate for the position. In the event the Union does not agree that the classification  
29 and/or rate are proper, the Union shall have the right to submit the issue as a grievance  
30 at Step III of the Grievance Procedure.

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

6           **2.     Pay Period** The salaries and wages of employees shall be paid semi-monthly on  
7 the last regular county business day of the last week of the pay period following the pay  
8 period in which the pay was earned. In the event the normal payday is a holiday, the  
9 preceding day shall be the payday.

10          **3.     Height Time Bonus Pay** When workers are performing work on a structure at or  
11 above the ninety (90) foot level, where scaffolding or special safety devices are used, the  
12 wage rate for such work shall be double the straight time hourly rate.

13                 When the aforementioned work is performed on an overtime basis or on a  
14 holiday, the rate of pay shall be triple the straight time hourly rate.

15          **4.     Reporting Time** Any employee who is scheduled to report for work and who  
16 presents himself for work as scheduled, but where work is not available for him or her,  
17 shall be excused from duty and paid at his or her regular rate for a day's work.

18          **5.     Call-In Time** Any employee called to work outside his or her regular shift shall be  
19 paid for a minimum of four (4) hours at the rate of time and one-half (1-1/2) except that  
20 an employee called to work within two (2) hours of the commencement of his or her  
21 scheduled shift shall be paid at the rate of one and one-half (1-1/2) times the employee's  
22 regular straight time rate only for the period elapsed from the commencement of the  
23 call-out to the commencement of the shift. It is the understanding of the parties that the  
24 four (4) hour period for a Call-In commences with the acceptance of the call-in assignment  
25 and ends four (4) hours later. Employees will only be called out and remain working for  
26 bona fide urgent and immediate operational needs. Call-in time will not be used for  
27 assigning (stacking) routine work. The employer may also assign an employee who may  
28 be subject to call-out a County vehicle, which the employee shall use solely for performing  
29 County business and for commuting to and from work. The assignment of the vehicle  
30 shall be voluntary, except that it may be made mandatory in the event of an emergency  
31 or if the public health or safety may be in jeopardy. The vehicle assignment may be



1 rescinded at the employer's discretion. If such assignment is made, the employee shall  
2 not be charged for such vehicle.

3 **6. Off Duty Work from Home Including Work Telephone Calls** Any employee  
4 who is required to perform work or called by the County at home or a location other than  
5 their job site for work related business during off-duty hours, and is not required to report  
6 to a work site, shall be compensated a minimum of one (1) hour pay or the length of the  
7 call which ever is greater, plus any applicable shift differential, at the appropriate rate of  
8 pay. Multiple calls less than twenty (20) minutes between the end of the first and  
9 beginning of the second (or more) calls will be considered one (1) call. This provision  
10 does not apply to work scheduling or work site directions. The County shall provide  
11 required computers for employees who repair or maintain County automated systems  
12 from home.

13 **7. On-Call Duty**

14 **A. Voluntary** Facilities Management may use a voluntary on-call duty pool to  
15 provide a method of rotating access to emergency call-out generated overtime. All  
16 employees who volunteer shall be allowed to take their assigned County vehicles home.  
17 Employees whose residences are more than twenty-five (25) miles from his/her  
18 permanent reporting place may not be eligible to volunteer for this pool. An employee in  
19 the pool shall be designated as the primary responders and shall take all Call Outs If call  
20 volume demands it, another employee from the pool may be called out. The designated  
21 primary responder who declines a call may be removed from the volunteer pool and shall  
22 lose the ability to take a County vehicle home. With permission of management, the  
23 employee may be reinstated to the volunteer pool. If called in to work, the volunteer  
24 employee must respond to the call and will be paid as described in Section 5. The  
25 assignment of On-Call status will be distributed equally among qualified employees who  
26 volunteer for the assignment. The division may terminate a Voluntary On-Call Duty pool  
27 by providing ten (10) days notice to the affected employees. Employees may withdraw  
28 from the voluntary pool with ten (10) days notice to management. Employees shall be  
29 paid one (1) hour of pay or compensatory time off at the regular straight time rate for each  
30 eight (8) hours of assigned on-call duty. Employees who are assigned on-call duty for  
31 less than eight (8) hours shall be paid on a pro-rated basis at full hour increments. On

1 call duty time shall not be counted as time worked in the computation of overtime hours.  
2 An employee shall not be on call duty once he/she actually commences performing  
3 assigned duties and receives the appropriate rate of pay for time worked.

4 Bridge Section management may use a voluntary on-call duty pool to  
5 ensure bridge operations are continuous. Employees who are assigned to the Bridge  
6 Section and who volunteer for on-call duty will be assigned a County take-home vehicle.  
7 Management reserves the right to exclude an employee from the voluntary on-call pool if  
8 his/her residence is more than thirty (30) miles from his/her permanent reporting station.  
9 Employees who are called in to work will be paid in accordance with Section 5 of this  
10 agreement. Management may terminate Voluntary On-Call Duty with ten (10) days notice  
11 to the affected employee(s). Employees may withdraw from the voluntary pool with ten  
12 (10) days notice to management.

13 **B.** Transportation and Electronic Services management, during a bona fide  
14 emergency situation, may require employees to be on call for a specific period of time.  
15 Employees shall be paid one (1) hour of pay at the regular straight time rate for each eight  
16 (8) hours of assigned on-call duty during such bona fide emergency situation. Employees  
17 who are assigned on-call duty for less than eight (8) hours shall be paid on a pro-rated  
18 basis at full hour increments. On call duty time shall not be counted as time worked in  
19 the computation of overtime hours. An employee shall not be on call duty once he/she  
20 actually commences performing assigned duties and receives the appropriate rate of pay  
21 for time worked.

22 **C.** Employees in On-Call status must respond to the initial contact within one-  
23 half (1/2) hour. If the employee's presence at the work site is required, the employee  
24 must be able to report for work within one (1) hour of his or her response to the initial  
25 contact. Employees in On-Call status shall be available for call-in work assignments  
26 outside of his/her working hours, but not subject to restrictions which would prevent the  
27 employee from using the on-call effectively for the employee's own purposes. While in  
28 On-Call status, employees are required to remain fit for call-in during non-work time, keep  
29 their assigned telecommunications equipment in operation and comply with any call-in  
30 assignment. An employee in On-Call status will be assigned a specialized County vehicle

1 that shall be used solely for performing County business and commuting to and from  
2 work.

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

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

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

11 **1.** All authorized work performed in excess of eight (8) hours in any  
12 workday.

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

15 **3.** All work performed on employee's sixth (6th) day shall be  
16 paid for at the rate of time and one-half (1-1/2) and the seventh (7<sup>th</sup>) day at double-time  
17 rate, provided the employee has worked such overtime on the sixth (6<sup>th</sup>) day as was  
18 offered to him or her for that day.

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

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

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

24 **3.** All work performed on employee's fifth (5th) day shall be paid for at  
25 the rate of time and one-half (1-1/2) and the sixth (6th) and seventh (7th) days at the  
26 double-time rate, provided that the double-time rate shall be paid only when the employee  
27 has worked such overtime on the-fifth (5th) day as was offered to him or her on that day.  
28 If an employee declines to work on the fifth (5th) day, the sixth (6th) day shall be paid at  
29 the rate of time and one-half (1-1/2) and the seventh (7th) day at the double-time rate.

30 **4.** Overtime worked shall be calculated in accordance with the uniform  
31 time charging provisions of Article 14.

1 **9. Compensatory Time** Compensatory time may be accrued by agreement  
2 between the County and the employee with the following limitations. Specifically, in lieu  
3 of overtime pay, an employee may with supervisory approval elect to accrue  
4 compensatory time equivalent to the applicable overtime rate for each hour of overtime  
5 worked provided:

6 **A.** The maximum allowable accumulation of compensatory time off shall be  
7 eighty (80) hours.

8 **B.** Accrued compensatory time off shall be used at the discretion of the  
9 employee with the supervisor's consent.

10 **C.** In the event the employee terminates for any reason, accrued  
11 compensatory time shall be paid to the employee or his or her heirs.

12 **10. Distribution** Scheduled overtime work shall be distributed equally among  
13 qualified available employees. However, employees may volunteer for overtime work.  
14 There shall be no discrimination against any employee who declines to work overtime.  
15 Overtime work shall be voluntary except in cases where the public health, safety, and  
16 welfare may be jeopardized.

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

19 **11. Mileage Pay** Each employee will be assigned a permanent reporting place.  
20 Permanent reporting places may be changed with ten (10) days written notice to the  
21 affected employee. Whenever an employee is required to work at any location other than  
22 their permanent place of reporting, they shall be paid at the IRS tax exempt  
23 reimbursement rate for the use of their personal transportation from their permanent  
24 reporting place to and from the temporary new location. All employees shall be allowed  
25 pay from the time of reporting to their permanent reporting place, and this shall end when  
26 they return to their permanent reporting place.

27 **12. Parking** Whenever employees are required to use their private vehicle for work  
28 assignments, he or she will be reimbursed for the cost of parking pursuant to the County  
29 policy.

30 **13. Shift Differential** In addition to the established wage rates, the County shall pay  
31 an hourly premium of one dollar (\$1.00) to employees for all hours worked on shifts

1 beginning between the hours of twelve (12:00) p.m. and seven (7:00) p.m. For all hours  
2 worked on shifts beginning between seven (7:00) p.m. and six (6:00) a.m., the County  
3 shall pay an hourly premium of one dollar and twenty-five cents (\$1.25) to employees for  
4 each hour worked during that period. Relief shifts will be paid one dollar and twenty-five  
5 cents (\$1.25) per hour for all hours worked.

**ARTICLE 16**  
**DISCIPLINARY ACTION**

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

2. Any permanent, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to appeal the action through the Grievance Procedure. The standard of review of disciplinary actions appealed under this section shall be the "in good faith for cause" standard.

**3. Personnel Files**

A. An employee or his or her representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or his or her authorized representative shall be given a copy of any materials in his or her personnel file.

B. Except as provided below, an employee may request and have removed from his or her personnel file any letter of reprimand more than two (2) years old.

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

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

**ARTICLE 17**  
**SETTLEMENT OF DISPUTES**

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

7 **Step I** After first attempting to resolve the grievance informally, any employee or  
8 the Union may present in writing such grievance to the employee's section or division  
9 head through the immediate supervisor within ten (10) working days of the alleged  
10 contractual violation. If, at the time of the alleged violation, the employee or his or her  
11 representative is unaware of its occurrence, a grievance may be presented in writing  
12 within ten (10) working days of the time the employee first has knowledge or should have  
13 had knowledge of its occurrence. A grievance may not be initiated concerning an event  
14 after sixty (60) days have elapsed; however, in no way is this provision to be interpreted  
15 as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach  
16 continues and is not a single isolated incident). The grievance notice shall include a  
17 statement of the grievance and relevant facts, applicable provisions of the contract, and  
18 remedies sought. The supervisor shall then attempt to adjust the matter and respond, in  
19 writing, to the employee or his or her representative within ten (10) working days.

20 **Step II** If the grievance has not been answered or resolved, it may be presented  
21 in writing by the employee or his or her representative to the department head within ten  
22 (10) working days after the response is due from the supervisor. The department head  
23 shall respond to the employee or his or her representative, in writing, within ten (10)  
24 working days.

25 **Step III** If the grievance has not been answered or resolved at Step II, it may be  
26 presented, in writing, by the grievant to the County Chair, or his or her designee(s), within  
27 ten (10) working days after the response of the department head is due. The County  
28 Chair, or his or her designee(s), shall respond in writing to the grievant within ten (10)  
29 working days.

30 **County Grievances** When the County has a grievance, it may be presented in  
31 writing to the Union through the County Chair or his or her representative. The parties

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

8 **Step IV** If the grievance has not been answered or resolved at Step III, either  
9 party may, within ten (10) working days after the expiration of time limit specified in Step  
10 III, request arbitration by written notice to the other party.

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

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

24 The arbitrator shall be requested to begin taking evidence and testimony within a  
25 reasonable period after submission of the request for arbitration taking into account the  
26 schedules of the parties' representatives and the arbitrator and witnesses; and he or she  
27 shall be requested to issue his or her decision within thirty (30) days after the conclusion  
28 of testimony and argument. The parties hereby vest the arbitrator with authority to compel  
29 the attendance of witnesses on behalf of either party by issuance of a subpoena, the cost  
30 of which shall be borne by the party requesting the subpoena.

31 The arbitrator's decision shall be final and binding, but he or she shall have no



1 power to alter, modify, amend, add to, or detract from the terms of the Contract. His or  
2 her decision shall be within the scope and terms of the Contract and in writing. Any  
3 decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior  
4 to the date the grievance was first filed with the supervisor and it shall state the effective  
5 date of the award.

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

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

14 **2. Stewards and the Processing of Grievances**

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

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

**ARTICLE 18**  
**GENERAL PROVISIONS**

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

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

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

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

**3. Visits by Union Representatives** The County agrees that the Business Manager or his or her Assistant, accredited representatives of the International Brotherhood of Electrical Workers, Local 48, AFL-CIO, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Union business.

**4. Changes in Existing Conditions** The County will solicit and be receptive to the input of the Union regarding changes in existing working conditions proposed by the

1 County, and any such changes shall not be made for arbitrary or capricious reasons.

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

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

7 **5. Rules**

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

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

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

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

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

20 **6. Tool Replacement** The County agrees to replace all tools required by the  
21 employer to be furnished by employees when such tools become damaged beyond  
22 usability or are lost or stolen while on the job. A "proof of loss by theft" statement must  
23 be signed by the employee prior to recovery for theft.

24 **7. Uniforms and Protective Clothing** If an employee is required to wear uniform,  
25 protective clothing, or any type of protective device, in the performance of his or her  
26 duties, such uniform, protective clothing, or protective device shall be furnished by the  
27 County; the cost of maintaining the uniform or protective clothing or device, including  
28 initial tailoring, shall be paid by the County, in accordance with the current practice. The  
29 County will pay the cost of cleaning required protective clothing.

30 **8. Seniority**

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

- 1           **1.** Total length of continuous service within the affected job  
2 classification within the affected department; if a tie occurs, then
- 3           **2.** Total length of continuous service within the affected Department; if  
4 a tie occurs, then
- 5           **3.** Total length of continuous service within the County; if a tie occurs,  
6 then
- 7           **4.** Score on the last performance evaluation awarded under the system  
8 to be developed in accordance with MCC 9.03; if no system exists, then score on original  
9 entrance examination.
- 10           **5.** Time spent in an abolished classification that has a current  
11 equivalent will count towards seniority in the equivalent classification.
- 12           **B.** In computing seniority for permanent employees, the following factors will  
13 be taken into account:
  - 14           **1.** Part-time work within the same classification will be counted on a pro  
15 rated hourly basis.
  - 16           **2.** Time spent on authorized leave without pay that exceeds thirty (30)  
17 calendar days will not count.
  - 18           **3.** Time spent in a trainee capacity (e.g., PEP, WIN, CETA, or other  
19 state or federally funded programs) will not be included.
  - 20           **4.** Time spent in classification in previous government service will be  
21 included if the employee transferred in accordance with ORS 236.610 through 236.650.
  - 22           **5.** Time spent on layoff will not count.
- 23           **C.** Seniority shall be forfeited by discharge for cause or voluntary termination.
- 24           **D.** On May 15 of each year, the County shall furnish to the Union sufficient  
25 copies of a seniority roster of all employees assigned to the classifications listed in  
26 Addendum A.
- 27           **E.** Employees may protest their seniority designation through the grievance  
28 procedure outlined in this agreement.
- 29           **9. Merger and Consolidation** Prior to any merger or consolidation of any Division,  
30 Bureau, or Department by the County with any other governmental agency, the County  
31 shall notify and consult with the Union if members of the bargaining unit would be affected

1 directly by such merger or consolidation.

2 **10. Reduction in Force** Layoffs will be in accordance with Multnomah County Code  
3 9.03 or its successor and the Personnel Rules pertaining thereto.

4 **11. Contract Work**

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

11 **B.** If during the budget procedure contracting or subcontracting is considered,  
12 the County agrees to meet with the Union to discuss the effect of such action prior to the  
13 discussion of such proposals by the budget committee.

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

20 **12. Safety Rules** When Workers are employed on electrical work in manholes or in  
21 vaults, there shall be one (1) or more journeymen electricians present at all times to assist  
22 the employee. Workers shall be provided with all approved safety devices. On or  
23 immediately adjacent to all energized circuits of four-hundred-forty (440) volts or more,  
24 two (2) or more journeymen electricians must work together, as a safety measure.

25 The County will furnish all safety devices necessary to comply with existing and  
26 future State and Federal safety requirements. No employee shall be disciplined for  
27 refusal to violate the Safety Codes or the laws of the State of Oregon.

28 **13. Supremacy of Contract** To the extent allowable by law, whenever a conflict  
29 arises between this agreement and Multnomah County Code 9.03 et seq. or its  
30 successor, this Agreement shall prevail.

31 **14. Work Assignment Vacancies** Employees shall be granted at their request

1 preference of assignment within their classification according to their respective seniority  
2 provided they are qualified to perform the duties of the assignment. Upon appointment  
3 to a new permanent work assignment, including transfers, the employee will serve a trial  
4 period of ninety (90) working days to demonstrate his or her ability to fulfill the  
5 requirements of the assignment. If the employee does not satisfactorily fulfill the  
6 requirements of the assignment, such employee will be returned to his or her previous  
7 work assignment. Such determination of satisfactory performance within the ninety (90)  
8 day trial period will be made by management.

9 **15. Performance Evaluation Process**

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

12 **B.** Employees will have the right to attach a response to any evaluations in  
13 their personnel files.

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

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

18 **16. Bus Pass**

19 **A. Statement of Purpose** For the purposes of encouraging employees to  
20 use mass transit as part of the County's ride reduction program under the Oregon  
21 Department of Environmental Quality (DEQ)'s Employee Commute Options (ECO)  
22 mandate, as well as part of the County's commitment to limiting traffic congestion and  
23 promoting clean air, effective November 1, 2001, each employee shall be eligible to  
24 receive a bus pass entirely subsidized by the County for the employee's personal use  
25 while employed by the County. Employees shall return bus pass to the County upon  
26 termination of County employment. Failure to do so may result in further action by the  
27 County and may be noted in the employee's personnel file.

28 **B. Scope of Subsidy**

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

1 minimis employee benefit.

2                   It will be the employee's responsibility to request the necessary  
3 Photo ID from the Employee Benefits Office. Instructions for obtaining the photo ID will  
4 be available through Employee Benefits and will be included in new hire packets.

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

8                   **C.     Procedural Requirements** The procedural requirements for obtaining the  
9 pass and verification that the pass has been used solely by the employee shall be the  
10 same as apply to exempt employees. Such requirements may change from time to time  
11 to ensure efficient and effective implementation of the program.

**ARTICLE 19**  
**STANDARDS**

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The County may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be individually stated to each affected employee, in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards in advance of the work period in question.



**ARTICLE 20**

**SAVINGS CLAUSE AND FUNDING**

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

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

**ARTICLE 21**  
**ENTIRE AGREEMENT**

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The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire 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 of the Employee Services Division and by Multnomah County Code 3.10, or its successor. The County and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

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

**ARTICLE 22**  
**TERMINATION**

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This Agreement shall be effective as of the 1st day of July 2016 and, with the exception of Article 11, shall remain in full force and effect through the 30th day of June 2021, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing between January 1, 2021 and March 1, 2021 that it wishes to modify the agreement for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 20<sup>th</sup> day of July, 2017.

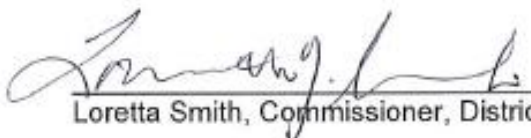
FOR THE UNION:

  
\_\_\_\_\_  
Gary Young, Business Manager  
IBEW Local 48, AFL-CIO

MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Deborah Kafoury, County Chair

  
\_\_\_\_\_  
Sharon Meieran, Commissioner, District 1

  
\_\_\_\_\_  
Loretta Smith, Commissioner, District 2

  
\_\_\_\_\_  
Jessica Vega Pederson, Commissioner,  
District 3

  
\_\_\_\_\_  
Lori Stegmann, Commissioner, District 4

NEGOTIATED FOR THE COUNTY BY:

  
\_\_\_\_\_  
Cessa Diaz  
Labor Relations Manager  
Department of County Management

REVIEWED:

Jenny Madkour, County Attorney  
For Multnomah County, Oregon:

  
\_\_\_\_\_  
By: Kathryn A. Short  
Deputy County Attorney

**ADDENDUM A**

**WAGES AND CLASSIFICATIONS**

**ELECTRICAL WORKERS**

**EFFECTIVE July 1, 2016**

<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
ELECTRICIAN	35.07	36.14					
ELECTRONIC TECHNICIAN	35.07	36.14					
ELECTRONIC TECH. ASS.	24.26	24.98	25.73	26.50	27.32	28.16	28.97
ELECTRONIC TECH. CHIEF	38.18	39.28					
ALARM TECHNICIAN	31.84	32.81					

**EFFECTIVE JANUARY 1, 2017**

<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
ELECTRICIAN	35.70	36.79					
ELECTRONIC TECHNICIAN	35.70	36.79					
ELECTRONIC TECH. ASS.	24.69	25.43	26.19	26.97	27.81	28.66	29.49
ELECTRONIC TECH. CHIEF	38.86	39.98					
ALARM TECHNICIAN	32.41	33.40					

**ADDENDUM A-2**

**LEADWORKER**

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1. In a department where three (3) or more electricians are employed or work together without on-site supervision there will be a lead worker assigned. Assignment and selection of such lead worker shall be at the sole discretion of the County.

2. If an exempt employee is not available to perform such duties or if it is otherwise deemed by the County convenient to do so, the County may assign the functions of a licensed Supervising Electrician to employees assigned as Lead worker; PROVIDED, that such employees possess the required Supervising Electrician license.

3. Employees simultaneously assigned to perform duties as lead worker and Supervising Electrician pursuant to section 2 above shall hereafter receive a differential for all hours worked in such simultaneous assignment equal to five percent (5%) of straight-time Electrician/Electronic Technician wages, in addition to the eight and six-tenths (8.6%) differential he or she would normally receive for serving as Lead worker.

4. If the County assigns an employee as lead worker the lead rate shall apply to any leave with pay taken by such employee after such assignment is made but before it is terminated unless the employer announces a date certain or event (e.g. return of another lead worker from leave) on which such assignment will terminate.



**ADDENDUM B**

**MULTNOMAH COUNTY OREGON**

**Employee Organization Membership Dues**

**Payroll Deduction Authorization Plan**

1 I, \_\_\_\_\_, having voluntarily elected to become a member of  
 2 (employee organization) \_\_\_\_\_, do hereby authorize  
 3 Multnomah County as my employer to deduct from my accrued earnings the amount of  
 4 \$\_\_\_\_\_per month. This deduction shall be made only if my accrued earnings are  
 5 sufficient to cover the above amount after all other authorized payroll deductions have  
 6 been made. I agree to indemnify, defend, and hold the County harmless against any  
 7 claims made or suits instituted against Multnomah County as a result of this  
 8 authorization. I understand that I may withdraw this authorization at such time as I  
 9 terminate my membership in the above indicated employee organization or desire to  
 10 make other payment arrangements directly with the employee organization involved.  
 11

12 Signed:\_\_\_\_\_Date:\_\_\_\_\_

13 Name of Employee Month Day Year

14 Name of Employee Organization:\_\_\_\_\_



**ADDENDUM C**

**COMPOSITE VERSION OF MULTNOMAH COUNTY  
EXEMPT EMPLOYEE RETIREE INSURANCE POLICY**

(EXHIBIT B OF ORDINANCE 534 AS AMENDED BY  
ORDINANCES NOS. 629 & 670)

**1. Retiree Medical Insurance**

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

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

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

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

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

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

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

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

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

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

9                   **2.**     The County shall pay one-half (1/2) of the monthly medical insurance  
10 premium on behalf of a retiree and his or her eligible dependents from the retiree's  
11 fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth  
12 (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had  
13 thirty (30) years of continuous service with employers who are members of the Oregon  
14 Public Employee Retirement System and twenty (20) or more years of continuous County  
15 service immediately preceding retirement.

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

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

22                   **5.**     In addition to the other requirements of this section, continued  
23 medical plan participation or benefit of County contributions is conditioned on the retiree's  
24 continuous participation in the members' medical insurance plan from the time of  
25 retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e.,  
26 50% or 100% as applicable) of the monthly premium. Failure to continuously participate  
27 or make timely and sufficient payment of the applicable retiree portion of the monthly  
28 premium shall terminate the retiree's rights under this section. Payments by retirees of  
29 their portion of the monthly premiums under this section shall be timely if the retiree has  
30 directed PERS to regularly deduct his or her portion of the monthly premium from his or  
31 her pension check and remit the proceeds to the County's collection agent, or if it is

1 received by the County's collection agent each month at least thirty (30) days prior to the  
2 month for which the resulting coverage will apply. The Employee Services Division shall  
3 inform the retiree at the time he or she signs up for continued medical insurance coverage  
4 of the identity and address of the County's collection agent and shall thereafter inform the  
5 retiree of any change in collection agent at least forty-five (45) days prior to the effective  
6 date of such change.

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

14 **G.** The parties 1998–2001 Agreement provided for an alternative Retiree  
15 Medical Insurance benefit as follows:

16 **2. Retirees** Employees who retire from the County shall be eligible to participate  
17 in the County's retiree medical insurance program subject to the same terms, conditions,  
18 and limitations as applied to Exempt County employees at the time this Contract is  
19 executed, pursuant to Ordinance Nos. 629 and 670, set forth in Addendum C, attached  
20 hereto and by this reference incorporated herein. However, employees hired before July  
21 1, 1992 who retire from the County with ten (10) or more years of continuous service may,  
22 in lieu of coverage under the terms of the foregoing retiree insurance provisions, elect an  
23 alternate retiree insurance benefit whereby the employer will pay one-hundred percent  
24 (100%) of the premium for the employee and his or her eligible dependents from age sixty  
25 (60) or date of retirement, whichever is later, until the employee is eligible for Medicare.  
26 The election to participate in this alternative program must be made in writing, signed by  
27 the employee, and received by the Director of the County's Employee Services Division  
28 not later than June 30, 1999. An employee who elects the alternate program and who  
29 retires from the County early with ten (10) or more years continuous service may receive  
30 the employer-paid benefit beginning at age sixty (60) provided the employee continuously  
31 participates in the County's medical plan by timely payment of the full premium due from

1 the date of retirement until age sixty (60). After such employee reaches age sixty-five  
2 (65), he or she may continue to continuously participate in the County's medical plan by  
3 timely payment of the monthly premium.

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

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

- 15 1. Foltz, Michael
- 16 2. Herrick, Roger
- 17 3. How, Henry
- 18 4. Saltzman, Larry
- 19 5. Sepich, Anthony
- 20 6. Skinner, Larry

**ADDENDUM D**

**DRUG AND ALCOHOL POLICY**

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

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

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

14 **A. Conduct Warranting Discipline**

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

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

22 **B. Work Rules**

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

25 Employees shall:

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

31 **b. Not** possess, consume, manufacture, distribute, cause to be

1 brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work place  
2 except when lawfully required as part of the job.

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

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

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

9 Employees shall:

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

11 b. Not use or distribute alcohol without authorization.

12 **3. Fitness for duty**

13 Employees shall:

14 a. Not report for duty while “under the influence” of alcohol or  
15 drugs. An individual is considered to be “under the influence” of alcohol if a breathalyzer  
16 test indicates the presence of alcohol at or above the four-one-hundredths percent (.04%)  
17 level. An individual is considered to be “under the influence” of drugs when testing  
18 indicates the presence of controlled substances at or above the levels applying to CDL  
19 holders.

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

23 c. Comply with legally mandated occupational requirements,  
24 whether or not they are specifically included in this policy. For example, by law holders  
25 of CDL’s may not perform safety sensitive functions, such as driving, at or above the two-  
26 one-hundredths percent (.02%) level.

27 d. Not be absent from work because of the use of alcohol or  
28 illegal drugs, or because of the abuse of prescription or non-prescription medications,  
29 except when absent to participate in a bona fide assessment and rehabilitation program  
30 while on FMLA and/or OFLA leave.

31 e. Inform themselves of the effects of any prescription or non-

1 prescription medications by obtaining information from health care providers,  
2 pharmacists, medication packages and brochures, or other authoritative sources in  
3 advance of performing work duties.

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

11 **4. Cooperation with Policy Administration**

12 Employees shall:

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

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

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

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

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

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

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

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

9           **C. Levels of Discipline**

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

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

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

- 21                   a. carrying firearms
- 22                   b. work in the criminal justice system
- 23                   c. responsibility for public safety or the safety of co-workers
- 24                   d. handling narcotics or other controlled substances
- 25                   e. handling hazardous equipment or materials
- 26                   f. influencing the behavior of minors
- 27                   g. holding a Commercial Drivers License

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



1 Agreement is included as an attachment to this Addendum.

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

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

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

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

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

16           **D. Mandatory Assessment and Treatment**

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

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

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

30           **E. Return to Work Testing**

31                   Employees who test positive for being "under the influence" of drugs will be

1 required to test negative before returning to work. (Note that Federal law requires CDL  
2 holders performing safety sensitive functions to undergo return to work testing after a  
3 positive alcohol or drug test.)

4 **4. Testing**

5 **A. Basis for Testing**

6 1. All employees may be tested:

7 a. based on reasonable suspicion of being “under the influence”  
8 of alcohol or prohibited drugs;

9 b. before returning to work after testing positive for being “under  
10 the influence” of alcohol or drugs;

11 c. as part of a program of unannounced follow-up testing  
12 provided for in a Last Chance Agreement.

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

16 3. Holders of Commercial Drivers Licenses (CDLs) and Bridge  
17 Operators shall be subject to the testing requirements of federal law, in addition to the  
18 requirements herein which apply to all employees. For example, unlike other employees,  
19 CDL holders will be subject to legally required random testing and testing following certain  
20 kinds of accidents.

21 **B. Establishing Reasonable Suspicion**

22 1. **Definition**

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

31 2. **Supervisory training**

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

5                   **3.    Lead Workers**    Lead workers who oversee day-to-day work  
6 activities are “supervisors” for the purposes of establishing reasonable suspicion and  
7 directing employees to be tested on that basis. This provision applies to lead workers  
8 who supervise or act as lead workers as part of their job description, (such as Corrections  
9 Records Supervisors and Maintenance Crew Leaders), as well as to those who receive  
10 premium pay under Addendum A-2, Lead Worker.

11                  **4.    Additional precautions**    Application of the "Reasonable Suspicion"  
12 standard to any employee in this bargaining unit shall include the following additional  
13 precautions:

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

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

20                   **c.**       Except in field or shift circumstances which render contact  
21 difficult, no supervisor shall refer an employee for a drug or alcohol test based on  
22 "reasonable suspicion" unless the supervisor has consulted with another supervisor or  
23 managerial person regarding the grounds for the suspicion.

24                  **C.    Testing Methodology**

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

29                   **2.**       In accordance with CDL standards, the County will contract with a  
30 medical doctor trained in toxicology to act as an MRO (Medical Review Officer). He or  
31 she will attempt to contact employees to review preliminary positive test results with

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

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

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

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

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

## 21 **5. Definitions**

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

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

28 **C. County:** Multnomah County, Oregon.

29 **D. Drug Paraphernalia:** Drug paraphernalia means any and all equipment,  
30 products, and materials of any kind, as more particularly defined in ORS 475.525(2),  
31 which are or can be used in connection with the production, delivery, or use of a controlled

1 substance as that term is defined by ORS 475.005.

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

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

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

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

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

20 **J. Reasonable Suspicion of Being Under the Influence of Drugs or**  
21 **Alcohol:**  
22 See "Section IV. B. 1. a" above.

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

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

28 **M. Under the Influence of Drugs:** See "Section II. B. 2" above.

1 Sample Last Chance Agreement

2

3

**LAST CHANCE AGREEMENT**

4

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

8

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

14

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

20

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

25

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

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

3

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

5

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

9

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

12

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

15

16 **Disciplinary Action**

17 I understand that the disciplinary action imposed in the attached letter may not be grieved  
18 under the grievance procedure in the Local 48 contract.

19

20 **Personal Commitment**

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

28

29 I understand the terms and conditions of this letter. I also understand that, except as  
30 expressly stated in this agreement, my terms and conditions of employment will be  
31 determined by the County's policies and rules, and that this agreement does not

1 guarantee me employment for any set period of time. I have had sufficient time to study  
2 it away from the work place and to consult anyone I desire about it. I sign it free of any  
3 duress or coercion. This letter will become part of my personnel file.

4  
5 \_\_\_\_\_  
6 (Employee) (Date) (Managerial Employee With (Date)  
7 Disciplinary Authority)\*\*

8 \_\_\_\_\_  
9 (Labor Representative) (Date) (Employee's Immediate Supervisor\*\*\*) (Date)

10  
11 \_\_\_\_\_  
12 (Multnomah County (Date)

13 Labor Relations, if applicable\*)

14  
15 Footnotes:

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

17 \*\* Always necessary.

18 \*\*\* Optional in cases in which immediate supervisor does not have termination  
19 authority



**ADDENDUM E**

**Voluntary Employee Beneficiary Association**

The County will contribute to a Voluntary Employee Beneficiary Association (VEBA) in accordance to the following provisions:

**1. Wages** The County will contribute an amount equal to three percent (3%) of each Local 48 member’s hourly rate (defined as three percent (3%) of base and overtime wages) toward VEBA. This conversion of wages to benefits will reduce the hourly wage by three percent (3%). The conversion of three percent (3%) of wages to benefits is applied to the compensation calculation of base wages and overtime for each payroll period. The result is that the three percent (3%) will vary based upon numbers of hours worked and any increases in compensation to the hourly base wage, either as a step increase or subsequent COLA increase.

Example: 6/30/03 base wage \$20.00 with a 2.5% COLA effective 7/1/03 = \$20.50.

$$\$20.50 \times 3\% \text{ VEBA} = \$19.88 \text{ base wage (rounded)}$$

$$\$20.50 \times 3\% \text{ VEBA} = \underline{\$00.62} \text{ VEBA contribution (rounded)}$$

$$\$20.50$$

**2. Vacation** The VEBA plan will also be funded by conversion of one hundred percent (100%) of accrued vacation cash out upon voluntary termination of employment from Multnomah County. Voluntary termination is identified by the following:

**SAP TERMINATION CODES AND LEGEND**

01	Voluntary – OTHER EMPLOYMENT
02	Voluntary – PERMANENT DISABILITY
03	Voluntary – RETIREMENT (Regular or Disability)
04	Voluntary – FAMILY DEMANDS-STAYING HOME
05	Voluntary – INSUFFICIENT PAY

06	Voluntary – ISSUES WITH MANAGER
07	Voluntary – ISSUES WITH PEERS
08	Voluntary – JOB ABANDONMENT
09	Voluntary - DEATH
10	Voluntary - PERSONAL HEALTH
11	Voluntary – SCHOOL
12	Voluntary – TRANSPORTATION/COMMUTE
13	Voluntary – WORKING HOURS
14	Voluntary – OTHER VOLUNTARY RESIGNATION

1

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

5 **3. Annual Review** The VEBA contribution process will remain in place for the  
6 term of the party’s current agreement with extension of contributions subject to future  
7 agreements and can be subject annually to review by mutual agreement of both parties.

8 **4. Terminate** In the event IBEW Local 48 decides to terminate the VEBA  
9 agreement, then three percent (3%) (as of October 18, 2004) will revert back to the  
10 base wage calculation.

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