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**2017-2020**



**AGREEMENT**

**Between**

**Multnomah County, Oregon**

**And**

**Federation of Oregon Parole and Probation Officers**







**2017-2020  
AGREEMENT  
BETWEEN  
MULTNOMAH COUNTY, OREGON  
AND THE  
FEDERATION OF OREGON PAROLE AND PROBATION OFFICERS**



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





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**A G R E E M E N T**  
**Between**  
**MULTNOMAH COUNTY, OREGON**  
**and**  
**FEDERATION OF OREGON PAROLE AND PROBATION OFFICERS**

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**PREAMBLE**

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This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the “County,” and the Federation of Oregon Parole and Probation Officers, hereinafter referred to as the “Federation.”

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment, consistent with the parties’ objective of enhancing community safety and reducing criminal activity to protect the people of Multnomah County and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise.

Except as otherwise required by law, regulation or grant provisions, the parties agree as follows:

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**ARTICLE 1**  
**DEFINITIONS**

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4 **Department:** For the purpose of this Agreement is the Department of Community  
5 Justice. The Department of Community Justice Director or Designee shall be deemed  
6 "Department Director" for any functional purpose of this Agreement.

7 **Full-time Employee:** An employee regularly scheduled to work thirty-two (32) or more  
8 hours per work week if on an eight (8) hour per work day schedule; or an employee  
9 regularly scheduled to work thirty (30) or more hours per work week if on a ten (10)  
10 hour per work day schedule.

11 **Part-time Employee:** An employee regularly scheduled to work forty (40) hours or  
12 more during two (2) work weeks, but less than full time in a given pay period.

13 **Probationary Employee:** An employee serving a one (1) year period to determine  
14 his or her suitability for continued employment. Such probationary period shall begin  
15 on the date of appointment from a certified list of eligibles. When a temporary employee  
16 becomes a regular employee, time spent in temporary status shall not apply to the  
17 probationary period.

18 **Regular Employee:** An employee who has passed his or her initial probationary  
19 period in effect at the time of his or her appointment, and has been employed by the  
20 County continuously since passing the probationary period. In addition, the following  
21 are deemed to be regular employees:

22       **A.** An employee who passed the initial one (1) year probationary period,  
23 terminated employment, and has been reinstated.

24       **B.** A non-probationary employee who has been transferred to the County  
25 by intergovernmental agreement under ORS 236.605 through 236.640.

26 **Temporary Employee:** An employee whose appointment is uncertain due to an  
27 emergency workload, absence of an employee or because of a short-term need for a  
28 skill or ability. A temporary appointment may be made for up to one thousand and forty  
29 (1040) hours within any twelve (12) month calendar year. The twelve (12) months  
30 commence January 1 of each year. Any temporary employee who begins their

1 assignment after June 30th of each calendar year and works more than 600 hours  
2 between June 30 and December 31 of the same year, must take a mandatory 3 month  
3 break period beginning January 1st of the following calendar year. The County shall  
4 provide to the Federation on a monthly basis a list of all hours worked by temporary  
5 employees along with their start date. Effective the date of this agreement, the parties  
6 agree to the memorandum of agreement relating to usage of temporary employees as  
7 set forth in that memorandum and incorporated herein as Addendum E of this  
8 Agreement.

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**ARTICLE 2**  
**RECOGNITION**

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The County recognizes the Federation as the exclusive bargaining agent for the purposes of establishing wages, hours, and other conditions of employment for all County employees classified as Parole/ Probation Officers; except supervisory and confidential employees, temporary employees (as defined in Article 1) and employees regularly working a schedule of less than twenty (20) hours per week.



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**ARTICLE 3**  
**FEDERATION SECURITY**

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

9 **2. Deduction of Federation Dues and Fair Share Service Fees:**

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

13 **1. Federation Dues:** An amount authorized in writing to the County  
14 by the FOPPO Treasurer, of the gross monthly salary for those Federation members  
15 who individually request such deductions in writing on the form provided by the  
16 Federation.

17 **2. Fair Share Service Fee:** An amount authorized in writing to the  
18 County by the FOPPO Treasurer, of the gross monthly salary for a Fair Share Service  
19 Fee, payable in lieu of dues by any employee who has not joined the Federation within  
20 thirty (30) days of initial regular appointment to a bargaining unit position.

21 **3. Administration and Use of Fair Share Service Fees:** The Fair Share Service  
22 Fee shall be applied as required by law.

23 **4. Authorization and Certification of Dues and Fair Share Service Fees:**

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

1 County shall remit dues and/or Fair Share Service Fees to a designated FOPPO  
2 financial account via Electronic Funds Transfer (EFT).

3 **5. Religious Objections to Payment of Dues and Fair Share Service Fees:**

4 Based upon bona fide religious tenets or teachings of a church or religious body  
5 of which an employee is a member, any such employee shall pay an amount equal to  
6 regular Federation dues through the Federation to a non-religious charity mutually  
7 agreed upon by the employee making such payment and the Federation. The  
8 employee will make payment through the Federation on a monthly basis. The  
9 Federation will forward the payment to the agreed upon charity, and provide the  
10 employee with a copy of the forwarding letter.

11 **6. Appointment to Excluded Positions:** Deductions for Fair Share Service Fees  
12 and Federation dues shall cease beginning with the pay period following an  
13 employee's regular appointment to a position which is excluded from the bargaining  
14 unit.

15 **7. Monthly Listing of New and Terminated Employees:** The County agrees to  
16 furnish the Federation by the tenth (10<sup>th</sup>) of each month a listing of the following:

17 **A.** All new bargaining unit employees hired during the previous month and  
18 all employees who terminated during the previous month. Such listing shall contain the  
19 names of the employees, along with their work location, and mailing address.

20 **B.** All bargaining unit members, their SAP number, department/section,  
21 classification, base pay, birthday, full time/part-time status and number of scheduled  
22 hours, county seniority date, classification seniority date and mailing address.

23 **C.** All bargaining unit members who are fair share.

24 **8. Visits by Federation Representatives:** The County agrees that accredited  
25 officers, the chief steward and the member-at-large of FOPPO, upon reasonable and  
26 proper introduction, shall have reasonable access to the premises of the County at any  
27 time during working hours to conduct Federation business. The Federation agrees that  
28 such visits will cause no disruptions or interruptions of work. Such access shall include  
29 appropriate keys, proxys and alarm access. Employees with access shall immediately  
30 return any cards and access information to management upon cessation of their term  
31 of office.

1 **9. Indemnification:** FOPPO will indemnify and hold the County harmless from  
2 claims arising out of application of this Article.

3 **10. List of Federation Officers and Stewards:** The Federation will provide the  
4 County with a written list of its current officers and stewards upon ratification of this  
5 Agreement and will provide an updated written list to the County whenever there is a  
6 change in officer(s) and/or steward(s).

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**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 department, determining the levels of service and methods of operation and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for just cause; the exclusive right to determine staffing, to establish work schedules and to assign work; and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this agreement, or general law, are not subject to the grievance procedure.

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**ARTICLE 5**  
**NO STRIKE OR LOCKOUT**

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No employee covered by this Agreement shall engage in any work stoppage, slowdown, 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, or strike takes place, the Federation will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, or strike is in violation of this Agreement, and unauthorized, and otherwise use all reasonable efforts and means to prevent a continued violation of this Agreement. 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. Any employee engaging in any activity in violation of this Article shall be subject to immediate disciplinary action, including discharge, by the County.

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

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**ARTICLE 6**  
**HOLIDAYS**

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**1. Recognized Holidays:**

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

- Any day the President, Governor or Board of County Commissioners declares as a holiday for public sector employees.
- New Year's Day (January 1<sup>st</sup>)
- Dr. Rev. Martin Luther King Jr.'s Birthday (3<sup>rd</sup> Monday in January)
- Presidents' Day (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>)
- Thanksgiving Day (4<sup>th</sup> Thursday in November)
- Christmas Day (December 25<sup>th</sup>)
  - \* Christmas Day (December 25<sup>th</sup>) may, with the approval of the supervisor, be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for, or works on December 25<sup>th</sup>.
- One (1) day designated as "Floating Holiday" to be used after Thanksgiving provided the employee has supervisory approval. The employee shall be credited with one (1) day, as outlined in Section three (3) of this article, of Saved Holiday time. The leave shall be prorated for part-time employees based on their normal FTE.

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

**2. Holiday Observance:**

**A.** Employees working five (5) consecutive days shall observe a holiday falling on their first (1<sup>st</sup>) day off on the preceding business day. If a holiday falls on an

1 employee's second (2<sup>nd</sup>) day off, the following business day will serve as the observed  
2 holiday.

3 **B.** Employees working four (4) consecutive days shall observe a holiday  
4 falling on their first (1<sup>st</sup>) or second (2<sup>nd</sup>) day off on the preceding business day. If a  
5 holiday falls on an employees' third (3<sup>rd</sup>) day off, the following business day will serve  
6 as the observed holiday.

7 **C.** Employees working four (4) non-consecutive days shall observe holidays  
8 falling on their two (2) consecutive days off as outlined in section A. If a holiday falls  
9 on the employees' individual day off, the employee, with agreement from Management,  
10 may observe the holiday on either the preceding or following business day.

11 **3. Hours of Paid Leave on Observed Holidays:** The provisions of this  
12 subsection apply to Observed Holidays, and "Floating Holidays". Employees  
13 scheduled to work five (5) eight (8) hour shifts per week shall be entitled to eight (8)  
14 hours of leave per holiday; employees scheduled to work four (4) ten (10) hour shifts  
15 per week shall be entitled to ten (10) hours of leave per holiday. Employees scheduled  
16 to work a 9-80 or irregular shifts shall be entitled nine (9) hours of leave per holiday.  
17 Part-time employees shall be entitled to leave prorated based on their FTE.

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

20 **5. Holiday Pay:**

21 **A.** Work performed on a holiday which falls within an employee's work week  
22 shall be considered as overtime and shall be compensated at one and one-half (1-1/2)  
23 time in addition to the normal pay. It is the employee's option to receive compensation  
24 time in lieu of pay.

25 **B.** The employee, with his/her supervisor's approval, may voluntarily  
26 choose to work a holiday that falls on an employee's regularly scheduled work day at  
27 their straight time rate of pay. The holiday time under this section will be credited to the  
28 employee's holiday bank to be used with his/her supervisor's approval.

29 **6. Unused Holiday:**

30 **A.** Unused Holiday Leave shall be paid to the employee at the regular rate  
31 of pay at the time of separation from service. In the event of an employee's death,

1 unused Holiday Leave shall be paid to the employee's heirs or designated beneficiaries  
2 at the regular rate of pay.

3 **B.** Unused holiday leave which has not been used by June 30 of the fiscal  
4 year in which the time was earned shall be forfeited, with the following exceptions:

5 **1.** Employees working five (5) eight (8) hour shifts per week shall be  
6 entitled to carry over into the next fiscal year up to twenty-four (24) hours of unused  
7 holiday leave;

8 **2.** Employees working four (4) ten (10) hour shifts per week shall be  
9 entitled to carry over into the next fiscal year up to thirty (30) hours of unused holiday  
10 leave;

11 **3.** Employees working 9-80 or irregular shifts shall be entitled to  
12 carry over into the next fiscal year up to twenty-seven (27) hours of unused holiday  
13 leave;

14 However, in no event may an employee's beginning holiday balance exceed forty (40)  
15 hours of unused holiday leave as of July 1 of any fiscal year.

16 **C.** Scheduling Unused Holiday Leave. The scheduling of unused holiday  
17 leave shall be in accordance with Article 7, Section 3.



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**ARTICLE 7**  
**VACATION LEAVE**

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4 **1. Accrual:** Each regular employee shall begin to accrue vacation leave from  
5 the first (1<sup>st</sup>) day of regular employment. Vacation leave shall be accrued in accordance  
6 with the accrual of the labor agreement between the parties with the balance reflected  
7 on the employees bi-monthly check stub.

8 Employees shall accrue vacation time in accordance with the following  
9 schedule:

10 **A.** Less than two (2) years of County service, four (4) vacation hours shall  
11 be accrued per pay period equaling ninety-six (96) hours (or 2.4 weeks) accrued per  
12 year, cumulative to a maximum of two hundred twenty-four (224) hours.

13 **B.** Two (2) years of County service, but less than five (5) years of County  
14 service, five (5) vacation hours shall be accrued per pay period equaling one-hundred  
15 and twenty (120) hours (or 3 weeks) accrued per year, cumulative to a maximum of  
16 two hundred and forty-eight (248) hours.

17 **C.** Five (5) years of County service, but less than ten (10) years of County  
18 service, six (6) vacation hours shall be accrued per pay period equaling one hundred  
19 and forty-four (144) hours (or 3.6 weeks) accrued per year, cumulative to a maximum  
20 of two hundred and eighty (280) hours.

21 **D.** Ten (10) years of County service, but less than fifteen (15) years of  
22 County service, seven and thirty-three tenths (7.33) vacation hours shall be accrued  
23 per pay period equaling one hundred and seventy-six (176) hours (or 4.4 weeks)  
24 accrued per year, cumulative to a maximum of three hundred fifty-two (352) hours.

25 **E.** Fifteen (15) years of County service or more, nine (9) vacation hours  
26 shall be accrued per pay period leave equaling two hundred and sixteen (216) hours  
27 (or 5.4 weeks) accrued per year, cumulative to a maximum of four hundred thirty-two  
28 (432) hours.

29 **F.** Accrual rates apply to straight time hours worked and hours of paid leave.

30 **2. Charging:** Vacation leave shall be charged in increments of one-quarter (1/4)  
31 hours in accordance with the uniform time charging provisions of Article 14.

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

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

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

29    **6.    Transfer of Accruals:** When an employee is promoted, transferred, demoted,  
30 appointed, or otherwise moves to another department or classification within the

- 1 County, the employee's accumulated vacation leave balances shall be transferred with
- 2 the employee to the gaining department / classification.

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**ARTICLE 8**  
**SICK LEAVE**

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4 **1. Allowable Use:** Sick leave is a leave of absence with pay which may be used  
5 when the employee is directly affected by any of the health conditions listed below, or  
6 when specified others are affected by the conditions listed, and require the employee's  
7 care. As used in this Article, "protected sick time" refers to sick leave protected under  
8 Oregon's state sick time law, ORS 653.601 et. seq. The first forty (40) hours per year  
9 of "paid sick time," as defined under ORS 653.601(6), are protected under Oregon's  
10 state sick leave law. Accrued sick leave taken in excess of forty (40) hours per year is  
11 not covered or protected under the state sick leave law, but may be considered  
12 protected leave under other state and federal laws.

13 **A. Specified Others:** Members of the employee's immediate household,  
14 the employee's spouse or domestic partner, parents, step-parents, children, siblings  
15 and step-siblings, step-children, parents-in-law, and the parents, step-parents, siblings  
16 and step-siblings of his or her spouse or domestic partner. The legal meaning of these  
17 terms shall be as defined in the federal Family and Medical Leave Act (hereinafter  
18 referred to as the FMLA) and the Oregon Family Leave Act (hereinafter referred to as  
19 OFLA).

20 **B. Covered Health Conditions:**

21 1. Mental or physical illness, injury, or health condition; need for  
22 medical diagnosis, care or treatment of a mental or physical illness, injury or health  
23 condition; or time off needed for preventative care; or

24 2. Any qualified condition covered by FMLA or OFLA, regardless of  
25 whether the employee meets statutory eligibility requirements; or

26 3. Medical, dental, and employee assistance program appointments;  
27 or

28 4. Any qualified purpose allowed under Oregon's domestic violence,  
29 harassment, sexual assault or stalking law; or

30 5. Any other illness, injury, or quarantine based on exposure to  
31 contagious disease, or

1           **6.**       In the event of a public health emergency, including upon an  
2 order of a general or specific public health emergency.

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

7           **D.     Occupationally Related Conditions:** Use of sick leave for  
8 occupationally related conditions is limited to the provisions of Article 12, Workers'  
9 Compensation.

10 **2.     Accrual:**

11           **A.**       Employees shall accrue sick leave at the rate of .0461 hours for each  
12 straight time hour worked. Straight time hours worked includes paid holidays and  
13 leaves with pay taken during the work week.

14           **B.**       Sick leave may be accrued on an unlimited basis.

15 **3.     Charging for Sick Leave:** Sick leave shall be charged in accordance with the  
16 uniform time charging provisions of Article 14.

17 **4.     Reporting of Sick Leave:** Employees must notify their immediate supervisor,  
18 if available, or work site no later than fifteen (15) minutes after the start of their shift.  
19 Failure to so report may result in loss of pay for the day involved. The provisions of this  
20 section do not apply if the employee cannot reasonably report such sick leave due to  
21 unforeseen circumstances.

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

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

1           **A.     Counting Against FMLA, OFLA Entitlements:** Sick leave and any  
2 other forms of paid or unpaid leave used for FMLA and/or OFLA qualifying  
3 conditions, or absence due to a deferred or approved Workers Compensation claim  
4 based on such conditions, will be counted against an employee's annual FMLA  
5 and/or OFLA leave entitlements, except that Workers Compensation leave will not be  
6 counted against OFLA leave entitlements.

7           **B.     Legitimate Use:** Protected sick time is limited to the first 40 hours of sick  
8 time taken by an employee each calendar year. Sick leave taken in excess of 40 hours  
9 each calendar year is not considered protected sick time. Reliable and consistent  
10 attendance is an expectation of all county employees. Employees must only use sick  
11 leave for legitimate purposes as defined in section 1.B. of this article.

12                   **1.     Verification of use:**

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

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

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

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

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

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

28                   **v.**     Management reasonably suspects that an  
29 employee is abusing sick time, including engaging in a pattern of sick leave abuse.

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

1                   **b.**     The County may require an employee to submit written  
2 medical verification of absence due to non-FMLA, non-OFLA, and non-protected  
3 Oregon sick leave covered illness or injury from an employee's physician or other  
4 acceptable verification of eligibility to receive sick leave benefit under any of the  
5 following conditions:

6                   **i.**     Whenever the employee's absence exceeds three  
7 (3) consecutive workdays for a given event;

8                   **ii.**    Whenever the County can articulate reasonable  
9 cause to believe that a misuse or abuse of sick leave has occurred, including but not  
10 limited to questionable usage, questionable patterns of usage or calling in sick on a  
11 previously denied day off, provided the employee has been previously notified by a  
12 supervisor or Human Resources representative in writing that, due to such concerns,  
13 future verification may be required. Employees notified of such reasonable cause may  
14 be required to furnish a certification for each use of sick leave for a period not to exceed  
15 six (6) months following the notice.

16                   **2.     Discipline:** Subject to the limitations of law, including but not  
17 limited to those of the FMLA and/or OFLA, discipline may be imposed under the  
18 following conditions:

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

22                   **b.     Use of accrued sick leave:** Use of accrued sick leave,  
23 without abuse of such leave, will not be cause for discipline. When the intermittent use  
24 of accrued sick leave or other paid or unpaid leave used in lieu of sick leave interferes  
25 significantly with an employee's ability to perform the duties of his or her job,  
26 management may do the following (subject to the requirements of law, including, but  
27 not limited to, the FMLA and/or OFLA): Require the employee to take continuous leave;  
28 or change the employee's work assignment for six (6) months or until use of intermittent  
29 leave ends, whichever comes sooner; in such cases the provisions of Article 24 will  
30 not apply.

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

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

8                   ii. The tenure and work history of the employee,  
9 specifically to include whether there have been previous instances of this pattern of  
10 absenteeism.‡

11                   iii. Whether there is a likelihood of improvement within  
12 a reasonable period of time based on credible HCP evidence.‡

13                   iv. The particular attendance requirements of the  
14 employee's job.‡

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

17                   **C. Sequencing of Leaves:** The use of vacation leave, saved holiday time,  
18 compensatory time, and leave without pay is subject to approval by management  
19 according to the requirements of Articles 7, 8, 9, and 11, respectively. However, unless  
20 otherwise required by law, forms of leave shall be used and exhausted in the following  
21 sequences:

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

26                   2. Leave that qualifies under FMLA and/or OFLA will be taken in the  
27 following order: Paid leave until it is exhausted; employees will determine what order  
28 paid leave is used; Leave without pay.

29                   3. Leave for other purposes will be taken in the following order:  
30 Vacation leave, saved holiday time, or compensatory time, sequenced at the



1 employee's option (to the extent allowed by vacation sign-up provisions) until they are  
2 exhausted; Leave without pay.

3 **D. Reinstatement of Sick Leave Accruals:**

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

9 2. Any employee who leaves County employment and is  
10 subsequently re-employed as a temporary status employee within one hundred eighty  
11 (180) days is entitled to credit for sick leave accrued up to the last day of prior  
12 employment up to a maximum of 80 hours. Sick leave shall not accrue during the  
13 period between leaving County employment and re-employment.

14 3. Any employee who is re-employed after more than one hundred  
15 eighty (180) days is not entitled to credit for sick leave that accrued during prior County  
16 service. Sick leave will begin accruing anew in accordance with applicable accrual  
17 sections.

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

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

24 6. Employees who retire under PERS money match or OPSRP who  
25 are subsequently re-employed by the County within one hundred eighty (180) days of  
26 their retirement date will be entitled to credit for all sick leave accrued up to the last  
27 day of prior employment. Sick leave shall not accrue during the period between leaving  
28 County employment and re-employment.

29 7. Any employee who is re-employed after more than one hundred  
30 eighty (180) days is not entitled to credit for sick leave that accrued during prior County

1 service. Sick leave will begin accruing anew in accordance with applicable accrual  
2 sections.

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

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

7           **1. Continuous leave:** In the event of a continuous leave of absence  
8 without pay in excess of any legal requirement of the FMLA or OFLA, the County may  
9 require from the employee's HCP, and/or arrange for the employee to see a HCP  
10 selected by the County to examine the employee and provide a statement of the  
11 disability, current condition, and the anticipated length of current absence. If the County  
12 requires the employee to see a HCP it has selected, it will pay the costs. If deemed  
13 necessary by the County, such an examination shall be repeated every thirty (30) days.  
14 If management determines that continued leave would not be in the best interest of the  
15 County, then any resulting termination would be subject to review under the just cause  
16 standard as to the reasonableness of this determination. Following six (6) months of  
17 leave without pay, to include time spent on unpaid FMLA and/or OFLA leave, any  
18 extension of the leave shall be deemed permissive on the part of the County and if the  
19 employee's leave is not extended, and the employee does not return to work, the  
20 employee will be deemed to have resigned.

21           **2. Intermittent leave:** Intermittent leave without pay used in lieu of  
22 sick leave is not subject to the six (6) month entitlement provided for above. When such  
23 leave significantly affects an employee's job performance and is not subject to the  
24 requirements of law (including but not limited to the FMLA/OFLA), management may  
25 evaluate the employee's use of leave according to the criteria of "Section B.2.c" above.  
26 HCP information as provided for in "Section D.1" above may be required for the  
27 evaluation. After completing the evaluation, management may do one of the following:

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

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

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

5           **F. Use of Paid Leave in Counting FMLA/OFLA Eligibility:** Only actual  
6 hours worked will be counted when reviewing the number of hours worked to determine  
7 if an employee meets the minimum hours worked eligibility requirements to be covered  
8 under FMLA and/or OFLA. Paid time off (such as vacation leave, sick leave, and  
9 compensatory time taken) does not count toward FMLA and OFLA requirements.

10 **6. Disability Insurance and Catastrophic Leave:**

11 **A. Disability Insurance:**

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

16                   **2. Long-term disability:**

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

20                   **b.** The County will pay for COBRA medical and dental  
21 insurance coverage for a period of up to six (6) months beyond the month in which  
22 benefits would normally terminate for an employee with an approved long-term  
23 disability claim. However, employees who "opt out" of benefits coverage under the  
24 provisions of Article 10, "Section 1. D." of this Agreement will not be eligible for  
25 continued County-paid coverage under this subsection.

26                   **c.** If proposed by management and approved by the  
27 Federation, changes in short term and long-term disability insurance coverage will be  
28 put into effect.

29 **7. Sick Leave Records:** The medical or psychological records will be maintained  
30 in accordance with requirements of the Americans with Disabilities Act or other  
31 applicable law.

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

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

12    **10.    Fitness for Duty:** The parties recognize that employees have the responsibility  
13 to report to work fit for duty. To ensure such fitness, management may send employees  
14 for medical or psychological examination when the supervisor articulates why he/she  
15 reasonably believes that the employee is not fit for duty or may be a danger to  
16 themselves or others. Any such examinations will be at County expense. Should an  
17 employee be required by the Employer to undergo a fitness for duty examination, the  
18 employee shall do so without a loss of pay or benefit(s) and the employer shall bear  
19 the expense of such examination. The employer may request from the employee an  
20 HCP's release of information that relates only to the employee's ability to perform the  
21 job. Any written information the HCP provides the employer will also be provided to the  
22 employee.

23    **11.    Catastrophic Leave Program:** The parties recognize that a Catastrophic  
24 Leave Program has been implemented which allows the donation of vacation leave, or  
25 compensatory time, or unused holiday leave to ill or injured county employees who  
26 have exhausted all paid leave. This program may be terminated only subject to the  
27 terms and conditions of the implementing Ordinance.

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

- 1 **13. Retirement:** Upon retirement, sick leave shall be reported to and counted for
- 2 PERS final average salary calculation as allowed by PERS.

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**ARTICLE 9**  
**OTHER LEAVES**

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4 **1. Unpaid Leaves of Absence:** Leaves of absence without pay for a period of up  
5 to six (6) months may be granted by an employee's supervisor for any reasonable  
6 purpose. The sequencing of the use of all leaves, including leaves of absence without  
7 pay, is specified in Article 8. A separate standard for granting any leave of absence for  
8 sick leave purpose is specified in Article 8. Any time spent on unpaid FMLA or OFLA  
9 leave shall be deducted from the six (6) month period specified above. Extensions of  
10 such leaves may be granted at the discretion of the supervisor.

11 **2. Jury Service:**

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

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

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

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

26 **3. Subpoenas:**

27 **A.** Time spent serving as a witness in a work related legal proceeding will  
28 be treated as hours worked for pay purposes in accordance with Article 11. Subpoenas  
29 out of county or state will be handled by mutual agreement between the employee and  
30 the employee's manager.

1           **B.** Under no circumstances will employees be paid for time spent in a  
2 judicial proceeding or hearing in which they or their Federation is the plaintiff or  
3 defendant, unless they are being defended and indemnified by the County for conduct  
4 occurring during the course of employment.

5           **4. Military Leave:** The County acknowledges its obligation under state and  
6 federal law to grant paid and unpaid leave for military service. Information about legally  
7 mandated military leave will be made available to employees upon request from  
8 departmental Human Resources.

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

1 **6. Coworker Funeral or Memorial Service Leave:** Subject to the Department's  
2 business needs, with the approval of the Department director, employees shall be  
3 given up to four (4) hours of paid time off to attend the funeral or memorial service of  
4 a bargaining unit member. In addition, employees appointed by the Assistant Director  
5 to serve as the Department's liaison to survivors of the deceased will do so on paid  
6 time.

7 **7. Personnel Examinations/Interviews:** Employees shall be given paid time off  
8 for participating in County examinations and interviews for promotion, demotion, or  
9 transfer which occur during their regularly scheduled shift.

10 **8. Inclement Weather and Natural Disasters Policy:** The County reserves the  
11 right to establish policy with respect to attendance at work during inclement weather or  
12 a natural disaster, and further reserves the right to determine whether or not an event  
13 qualifies as such event under the terms of any such policy. Any time an employee is  
14 unable to work as scheduled due to such an event, such non-work time may, at the  
15 employee's discretion, be charged to: Vacation leave, saved holiday time,  
16 compensatory time, leave without pay, or at the employee's discretion, he or she may  
17 make up time lost due to inclement weather at any other time with no reduction of pay  
18 or other benefits.

19 Provided further that an employee who attempts to get to work in such a County  
20 declared event, but is unavoidably delayed, shall not have time charged to one (1) of  
21 the above categories unless he or she is two (2) or more hours late, in which case all  
22 time late will be charged or made up at the employee's discretion. The provisions of  
23 Article 14, Section 3, Right to Compensation for Regularly Scheduled Hours, will apply  
24 to instances in which an employee reports to work at a closed facility, or are otherwise  
25 specifically notified by the County that his or her facility is closed, and the employee is  
26 not reassigned.

27 **9. Educational Leave:** After completing one (1) year of service, an employee,  
28 upon request and approval of management, may be granted a leave of absence  
29 without pay for educational purposes at an accredited school when it is related to his  
30 or her employment. Such leave of absence shall not exceed one (1) year, but it may  
31 be renewed or extended at the request of the employee, when necessary. One (1) year



1 leaves of absence with any requested extension for educational purposes may not be  
2 provided more than once in any three (3) year period. Employees may also be granted  
3 leaves of absence with or without pay for educational purposes and additional lengths  
4 of time to attend conferences, seminars, briefing sessions, or other functions of a  
5 similar nature that are not intended to improve or upgrade the individual skill or  
6 professional ability, provided it does not interfere with the operation of the County.

7 **10. Federation Leave:**

8 **A. Federation Business Leave (County Paid Time):** Federation Business  
9 that is considered County Paid Time includes functions that are considered County  
10 /Federation joint functions such as negotiations (including time before and after  
11 negotiations for caucuses); participation in committees that are joint County/Federation  
12 committees such as Labor/Management committees, the Benefits Committee and the  
13 Compensation Committee; duties as a steward as defined in this Agreement; hearings  
14 and meetings to settle grievances and disputes between the parties; and such other  
15 Federation Business (County Paid Time) mutually agreed upon by the parties.  
16 Employees participating in such activities will be allowed to do so without loss of pay.

17 **B. Federation Business Leave (Federation Reimbursable Time):** Any  
18 bargaining unit member selected by the Federation to participate in a Federation  
19 activity as defined below, shall be considered in Federation Business Leave  
20 (Federation Reimbursable Time) status and shall be granted such leave.

21 Federation Business (Federation Reimbursable Time) addressed in this section  
22 would pertain to such activities as Contract Administration – such as time to cover for  
23 staff replacement, time to attend training conferences such as arbitration/grievance  
24 training, and time off to prepare for negotiations; Conferences/Other – such as  
25 Women’s Convention, appointment Federation Board seat or committee; and other  
26 mutually agreed activities that would qualify for Federation Business (Federation  
27 Reimbursable Time).

28 Five (5) days’ written notice of such time away from work shall be given to the  
29 affected employee’s immediate supervisor and to the County Labor Relations  
30 Manager. The Federation will make every effort to avoid disruptions of work. The  
31 Federation shall reimburse the County for one hundred per cent (100%) of the affected

1 employee's salary and benefits (including pro-rata cost of workers' compensation  
2 premiums, but excluding indirect or overhead charges) for straight time spent on  
3 Federation activities conducted during regularly scheduled working hours. The County  
4 shall submit a quarterly statement to the Federation itemizing the amount of the  
5 Federation's reimbursement obligations.

6 **C. Federation Business (Unpaid) Leave:** Employees selected by the  
7 Federation for such activities that are considered political activities including political  
8 training, conferences, committees, or appointment, and time off work on an election  
9 race are considered Federation Business (Unpaid) Leave.

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

16 Nothing in this section prevents a Federation Officer from engaging in  
17 Federation business during approved time off.

18 **D. Workers Compensation Benefits While on Federation Leave:** While  
19 on Federation Reimbursable Time and Federation Business (Unpaid) Leave,  
20 employees shall not be eligible for County workers compensation benefits arising out  
21 of injury or illness occurring during the leave from the County.

22 **11. Use of Deadly Force:** The County reserves the right to place an employee  
23 involved in a use of deadly force incident on paid administrative leave in accordance  
24 with the provisions of the Department's Use of Deadly Force policy.

25 **12. Travel and Training Leave:** Travel to and from training out of state and out of  
26 the area will be compensated in compliance with this collective bargaining agreement  
27 or the Fair Labor Standards Act (FLSA), whichever is greater.

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**ARTICLE 10**  
**HEALTH AND WELFARE**

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**1. Medical and Dental Insurance:**

**A. Definitions and Contributions Toward Insurance Premiums:**

**1. Definitions:**

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

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

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

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

**2. Medical Insurance Contributions:**

**a. Full-Time Employees**

Each eligible Full-Time active enrolled employee’s monthly contribution for the purchase of medical benefit plan coverage (which includes vision and prescription coverage) will be calculated as a percentage of the total monthly premium by tier as follows:

<b>Plan Name</b>	<b>County Contribution</b>	<b>Full-Time Employee Contribution</b>
Moda Performance Plan	90%	10%
Moda Preferred Plan	95%	5%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	95%	5%

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**b. Part-Time Employees**

Each eligible Part-Time active enrolled employee's monthly contribution for the purchase of a medical benefit plan coverage (which includes vision and prescription coverage) will be calculated as a percentage of the total monthly premium by tier as follows.

<b>Plan Name</b>	<b>County Contribution</b>	<b>Part-Time Employee Contribution</b>
Moda Performance Plan	45%	55%
Moda Preferred Plan		
Single	60%	40%
Two-Party	56%	44%
Family	54%	46%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan		
Single	70%	30%
Two-Party	64%	36%
Family	63%	37%
Kaiser Maintenance Medical Plan	90%	10%

1 County contribution rates include \$50 monthly premium subsidy to Part-Time  
2 employees who enroll in either the Kaiser HMO Plan or the ODS Preferred PPO Plan,  
3 regardless of tier.

4 **3. Dental Insurance Contributions:**

5 a. Effective January 1, 2018, each eligible Full-Time active  
6 enrolled employee’s monthly contribution for dental benefit plan coverage will be  
7 calculated as a percentage of the monthly premium by tier as follows:

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

8  
9 b. Part-time employees may receive dental benefits upon  
10 payment of fifty percent (50%) of the total monthly dental plan premium by tier.

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

11  
12 **B. Mandated Changes and Carrier Changes in Plan Designs During the**  
13 **Term of Agreement:** The County shall act to update any mandated coverage or  
14 changes caused by Federal or State laws, rules and regulations or required by the  
15 insurance carriers. Unilateral changes in benefits initiated solely by the insurance  
16 carriers are subject only to impact negotiations with the Federation pursuant to PECBA.  
17

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

10           If a government agency or other taxing authority imposes or increases a tax or  
11 other charge upon the County's Medical and/or Dental benefit plan(s) or any activity of  
12 the plan(s), the County may increase the appropriate premium(s) to include the new or  
13 increased tax or charge.

14           **D.     Employee Contribution:** Employee's contributions will be made through  
15 payroll deductions. Enrollment in a County sponsored medical benefit plan and  
16 associated employee contribution is mandatory for employees who do not "Opt Out" of  
17 medical benefit plan coverage.

18           **E.     Major Medical Plan Rebates:** Full-Time employees who elect coverage  
19 under the Major Medical Plan will be paid \$50 (gross) per month.

20           **F.     Opt-Out of Medical Plan Benefits:**

21           **a.** Employees may elect to Opt Out of coverage in the County's  
22 medical benefit plan by making that election on their Benefit Enrollment form.  
23 Employees making such election must provide proof of other group medical benefit  
24 plan coverage in order to make the Opt Out election. Employees will not be eligible to  
25 change their election until the County's official annual open enrollment period, unless  
26 the employee experiences an IRS recognized family status change event that would  
27 allow a mid-year health plan election change or qualifies for Special Enrollment under  
28 HIPPA.

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

1 Full-Time employees who Opt Out medical benefit plan coverage  
2 will receive a reimbursement paid by the County of two-hundred and fifty dollars (\$250)  
3 (gross) per month into the employee's individual VEBA account.

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

5 Part-Time employees who Opt Out of medical benefit plan  
6 coverage will receive a reimbursement paid by the County of one-hundred-twenty-five  
7 dollars (\$125) (gross) per month into the employee's individual VEBA account.

8 **d.** Employees may also elect to decline dental plan coverage through  
9 the County. However, there is no reimbursement associated with declining dental  
10 coverage and no proof of other dental coverage is required. Employees will not be  
11 eligible to change this election until the County's official annual open enrollment period  
12 unless the employee experiences an IRS-recognized family status change event that  
13 would allow a mid-year health plan election change or qualifies for Special Enrollment  
14 under HIPPA.

15 **G. Successor Plans and Carriers.**

16 **a.** In the event that any of the current insurance plans become  
17 unavailable, the County agrees to provide to affected employees a substitute plan for  
18 the same service delivery type, if available, at substantially the same or better benefit  
19 levels. If a plan or carrier is discontinued and no substitute plan is available of the same  
20 service delivery type, the employee will be offered the option to enroll in an alternative  
21 service delivery plan.

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

25 **b. Employee Benefit Advisory Team (EBAT)**

26 The Federation and the County have shared interest in addressing  
27 increasing health insurance costs. In an effort to collaborate together over quality  
28 health plans, design changes and cost management, the parties agree to participate  
29 on an Employee Benefits Advisory Team (EBAT) with such other County employee  
30 bargaining units as agree to participate, to review and consider health plans, design  
31 changes and cost sharing features. The EBAT will be advisory only, and will report

1 member recommendations to the County Chair. EBAT does not preclude the parties  
2 from entering into any Memoranda of agreement (MOA) authorizing mutually agreed-  
3 upon plan changes. The Federation will be entitled to one representative bargaining  
4 unit member on the EBAT.

5 **c. PPACA Excise Tax Reopener**

6 During the month of July of 2018, the County may exercise a  
7 benefits reopener of Article 10, Health and Welfare and Article 11.1.D, HRA-VEBA. If  
8 the County reopens Article 10 and 11.1.D., FOPPO may elect to reopen the remainder  
9 Article 11, Compensation within fourteen (14) days of the County's notice. This  
10 reopener will be for the exclusive purpose of addressing the impacts and effects of the  
11 PPACA Excise Tax, and may include, but is not limited to, plan and plan design  
12 changes. This Reopener will be subject to the same rules and bargaining process that  
13 pertains to full contract successor negotiations.

14 **d. State Insurance Pool**

15 In conjunction with the economic package set forth in this  
16 Agreement, during the term of this Agreement, the County may change health and  
17 welfare plans and designs (medical/vision/prescription/dental) to an Oregon public  
18 employee insurance pool (e.g. the Public Employees Benefit Board or the Oregon  
19 Educators Benefit Board). However, if the existing level of benefits are impacted and/or  
20 effected by participation in such a pool, the County will initiate and enter into impacts  
21 and effects bargaining with the FOPPO pursuant to ORS 243.698 et seq.

22 **H. Premium Reimbursement for Part-Time employees.**

23 **a. Reimbursement Eligibility**

24 Part-time employees may be eligible for premium reimbursement  
25 if they work the minimum required number of hours for each of six (6) consecutive pay  
26 periods. The six (6) pay periods used for calculation are considered a single qualifying  
27 block of time. The six (6) consecutive pay period block shall only be applied to one  
28 reimbursement request. Changes to a submitted reimbursement request will be  
29 considered only if a submitted payroll period is determined to be ineligible.

30 **b. Hours Required for Reimbursement**

31 **1.** For purposes of this calculation, Full-Time is defined as the



1 total number of regular hours in a pay period for an employee scheduled to work  
2 Monday through Friday, eight (8) hours per day.

3           **2.** “Work” for purposes of this section is defined as regular  
4 hours worked, and any paid time such as holidays, vacation or sick time. Overtime  
5 hours are not considered time worked for purposes of reimbursement calculations.

6           **3.** Hours required for Full-Time reimbursements per pay period  
7 will be calculated according to the chart below.

Per Pay Period	
Total Regular Hours	Minimum Qualifying Hours
Full-Time	Full-Time Reimbursements (Rounded to the closest 15 minute increment)
72	57.5
80	64
88	70.5
96	76.75

9  
10           **c. Reimbursement Options**

11           **1.** Part-Time employees may be eligible for Full-Time  
12 reimbursements. To qualify, time worked in each pay period must meet the minimum  
13 qualifying hours for Full-Time reimbursements for all six (6) consecutive pay periods.  
14 Any such premium reimbursements made to the employee will be adjusted for  
15 appropriate taxes.

16           **2.** Employee who elect the Kaiser Maintenance Plan will not  
17 be eligible for medical plan premium reimbursements.

18           **3.** Employees who elect the Major Medical Plan will not be  
19 eligible for medical plan premium reimbursement.

20           **4.** Employees who elect to Opt-Out and/or decline dental plan  
21 enrollment will not be eligible for premium reimbursement.

22           **5.** Reimbursement payments will be made only upon written

1 request submitted by the employee to the Employee Benefits Office within ninety (90)  
2 days of the last payroll period of Full-Time work.

3 **I. Retirees**

4 Provisions governing retiree participation in County medical and dental  
5 plans are in Article 22, Section 2.

6 **J. Default Enrollment.**

7 **1.** New Full-Time employees who fail to submit timely application to  
8 Opt Out or enroll into the medical and dental benefit plans described in Section A will  
9 be enrolled by default in the County's Major Medical plan and Delta Dental plan, with  
10 employee only coverage. Eligible dependents of such employees may be enrolled in  
11 the default plans if the employee submits application requesting dependent enrollment  
12 within fifteen (15) days of date default enrollment notice is issued.

13 **2.** New Part-Time employees who fail to submit a timely application  
14 to Opt Out or enroll into the medical and dental benefits plans described in Section A  
15 above will be enrolled by default in the County's Major Medical plan, with employee  
16 only coverage. Eligible dependents of such employees may be enrolled in the default  
17 plan if the employee submits application requesting dependent enrollment within fifteen  
18 (15) days of date default enrollment notice is issued.

19 **K. Eligible Dependents (Enrollment & Termination of Enrollment)**

20 **1. Spouses and domestic partners**

21 **a. Definitions**

22 **i.** A "spouse" is a person to whom the employee is  
23 married under Oregon law.

24 **ii.** A "domestic partner" is a person with whom the  
25 employee:

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

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

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

- 3 (1) Are not legally married to anyone;
- 4 (2) Are each eighteen (18) years of age or  
5 older;
- 6 (3) Are not related to each other by blood  
7 in a degree of kinship closer than would bar marriage in the State of Oregon;
- 8 (4) Were mentally competent to contract  
9 when the domestic partnership began;
- 10 (5) Are each other's sole domestic  
11 partner;
- 12 (6) Are jointly responsible for each other's  
13 common welfare including "basic living expenses" as defined in the Affidavit of  
14 Marriage or Domestic Partnership.

15 **b. Enrollment of Spouse/Domestic Partner.**

16 Employee may enroll spouse or domestic partner in County  
17 medical and dental plans upon completion of the County's Affidavit of Marriage or  
18 Domestic Partnership and applicable enrollment forms. Enrollment times and other  
19 procedures for administration of the medical and dental benefit plans shall be applied  
20 to employees with domestic partners in the same manner as to married employees to  
21 the extent allowed by the law. Spouse or domestic partner must be enrolled in the  
22 same plans as the employee.

23 **2. Children.**

24 **a. Definition.**

25 "Eligible children" includes:

- 26 i. any biological or adoptive child of the employee or  
27 employee's spouse/domestic partner who is under the age of twenty-three (23); or
- 28 ii. any biological or adoptive child of the employee or  
29 employee's spouse/domestic partner who is between the ages of twenty-three (23) and  
30 twenty-six (26) and is not eligible for health plan coverage offered through the child's  
31 own employment or through the employment of child's spouse/domestic partner; or

1                   iii. a court appointed ward of the employee or  
2 employee's spouse/domestic partner to the age of majority [most commonly age  
3 eighteen (18)] or to the age stipulated in the court documents but not to exceed age  
4 twenty-six (26); or

5                   iv. anyone under the age of twenty-six (26) for whom  
6 the employee is required by court order to provide coverage, or

7                   v. the newborn child of an enrolled, unmarried, eligible  
8 child of the employee or employee's spouse/domestic partner (grandchild of employee)  
9 if:

- 10           • the parent child is under age twenty-three (23) at the time of the grandchild's  
11           birth, and
- 12           • both parent child and grandchild reside with County employee.

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

16                   vi. an eligible dependent enrolled under employee's  
17 County sponsored health plan, who becomes permanently disabled prior to their  
18 twenty-sixth (26<sup>th</sup>) birth date, may be eligible for continued health plan coverage after  
19 reaching the usual maximum dependent age of twenty-six (26). Employees with a  
20 dependent child in this situation should contact the County Employee Benefits Office  
21 three (3) months prior to child's twenty-sixth (26<sup>th</sup>) birth date to initiate eligibility review  
22 process.

23                   **b. Enrollment of Dependent Children.**

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

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

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

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

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

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

10                  **b.**       Employees whose marriage or domestic partnership ends  
11 must complete, sign, and file with the Employee Benefits Office a copy of the statement  
12 of Termination of Marriage/Domestic Partnership and a Benefit change form to report  
13 the event.

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

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

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

1

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

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3

**M. When Benefits Coverage Begins and Ends:**

4

**1. Coverage for new employees.**

5

**a. Medical and Dental Benefits.**

6

The employee and eligible dependents will be covered by medical and dental benefits the first (1<sup>st</sup>) day of the month following hire, provided the employee has submitted completed enrollment form and other required documents to the Employee Benefits office prior to that date. Employees who submit an enrollment form after the first (1<sup>st</sup>) day of the month following hire, but within thirty-one (31) days of hire, will be covered the first (1<sup>st</sup>) day of the month following date completed enrollment forms are received by Employee Benefits Office. Employees who do not submit an enrollment form within thirty-one (31) days of hire will be enrolled based on the default enrollment procedure. Coverage under the default plan(s) will begin on the first (1<sup>st</sup>) day of the month following thirty-one (31) days of employment.

12

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

17

**a. Retirees.**

18

**i. County-subsidized coverage**

19

Benefits options for retirees are provided for in

1 Article 22, Section 2.

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

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

5 b. **Other terminating employees.**

6 i. **County sponsored coverage.**

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

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

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

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

24 Terminating employees may purchase continued  
25 coverage under County medical and dental benefits plans on a self-pay basis as  
26 mandated by law.

27 3. **Employees on unpaid leaves of absence:**

28 a. **Leaves of less than thirty (30) days.**

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

32 b. **FMLA/OFLA Leaves:**

33 i. The County will contribute toward medical and  
34 dental benefit plan coverage during unpaid approved FMLA leave as required by law.

1 Unpaid cost shares will be recovered from employee when employee returns to paid  
2 status.

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

7 iii. During unpaid OFLA leave only, the County will not  
8 contribute toward medical or dental benefit plan coverage.

9 c. **Non-FMLA Unpaid Leaves:**

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

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

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

15  
16  
17  
18  
19  
20  
21  
22  
23  
24 **Example:** Employee A goes on non-FMLA unpaid leave effective July 15. Leave  
25 period exceeds thirty (30) days. Thirty-first (31<sup>st</sup>) day of unpaid leave is August 14.  
26 Employee A's County sponsored health plan coverage will end August 31. Employee  
27 B goes on non-FMLA unpaid leave July 18. Unpaid Leave period exceeds thirty (30)  
28 days. Thirty-first (31<sup>st</sup>) day of leave is August 17. Employee B's County sponsored  
29 health plan coverage will end September 30.

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

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

33 iii. **Benefits Coverage upon Return From a Leave.**

34 (a) Employees returning from and dental benefit



1 plans (or successor plans) they had when they left County employment. If they return  
2 from leave the first (1<sup>st</sup>) day of the month, coverage will be in effect upon their return  
3 from leave; otherwise, coverage will be in effect the first (1<sup>st</sup>) day of the month following  
4 their return from leave.

5 **(b)** Employees returning from unpaid non-FMLA  
6 leave in the following plan year may enroll in different plans within thirty-one (31) days  
7 of their return. Such employees must complete a health plan enrollment form upon  
8 their return to work. If enrollment forms are received on the first (1<sup>st</sup>) day of the month,  
9 the coverage will be effective that day; otherwise, coverage will be in effect the first  
10 (1<sup>st</sup>) day of the month following receipt of the completed enrollment forms by the County  
11 Employee Benefits Office.

12 **2. Other Benefits:**

13 **A. Flexible Spending Accounts.**

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

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

23 **3. Transportation expenses.**

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

28 **B. Life Insurance.** The County agrees to provide each employee covered  
29 by this Agreement with term life in the amount of thirty thousand dollars (\$30,000) and  
30 accidental death and dismemberment insurance in the amount of one hundred

1 thousand (\$100,000). Any increases to the County provided coverage are subject to  
2 the terms of the insurance contract.

3 Employees may purchase supplemental term life insurance coverage for  
4 themselves, their spouse or their domestic partner consistent with carrier contract(s)  
5 by payroll deduction. Premiums will vary according to age of the insured.

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

12 **D. Disability Insurance.** Disability insurance benefits are provided for  
13 under Article 8 (Sick Leave), Section 6 of this Agreement.

14 **3. Retiree Life Insurance.** Retirees of Multnomah County who have at least ten  
15 (10) years of County service will be provided with two thousand dollars (\$2000) term  
16 life insurance coverage by the County during the period of the time they receive  
17 pension benefits

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**ARTICLE 11**  
**COMPENSATION**

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4 **1. Wage Adjustments:**

5 **A. July 1, 2017**

6 i. Effective July 1, 2017, the Probation/Parole Officer pay scale  
7 (PSG 6276) will be revised to reflect the elimination of Step 1 from the 2016-2017 pay  
8 scale. The new pay scale will be comprised of 6 steps. As a result of the elimination of  
9 Step 1 from the 2016-2017 pay scale, employees on Step 1 of the prior schedule will  
10 be placed on the step corresponding with the Step 2 rate of the prior pay scale. All  
11 other employees will be placed on the step corresponding with the employee's same  
12 rate on the 2016-2017 pay scale.

13 ii. Also effective July 1, 2017, the Probation/Parole Officer pay scale  
14 shall be increased by two and two-tenths percent (2.2%); the annual percentage  
15 increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers  
16 (Portland CPI-W 2nd Half, July-December 2015 to July-December 2016).

17 **B. July 1, 2018**

18 Effective July 1, 2018, the rates and range of employees covered by this  
19 Agreement shall be increased by an amount equal to the annual percentage increase  
20 in the Consumer Price Index for Urban Wage Earners and Clerical Workers (Portland  
21 CPI-W 2nd Half, July-December 2016 to July-December 2017),. All other Articles and  
22 terms of the Agreement shall continue without interruption for the term thereof.

23 **C. July 1, 2019**

24 Effective July 1, 2019, the rates and range of employees covered by this  
25 Agreement shall be increased by an amount equal to the annual percentage increase  
26 in the West - Size A Consumer Price Index for Urban Wage Earners and Clerical  
27 Workers (Portland CPI-W 2<sup>nd</sup> Half, July-December 2017 to July-December 2018), with  
28 a minimum increase of one percent (1.0%) and a maximum increase of four percent  
29 (4.0%). All other Articles and terms of the Agreement shall continue without  
30 interruption for the term thereof.

31 **D. HRA-VEBA**

1           The County shall contribute one percent (1.0%) of each employee's  
2 hourly rate (defined as 1.0% of base and overtime wages) toward each employee's  
3 individual HRA-VEBA account. The conversion of wages to benefits will reduce the  
4 employee's hourly wage by 1.0%. The conversion of 1% of wages to benefits is applied  
5 to the compensation calculation of base wages and overtime for each payroll period.  
6 The result is that the 1% will vary based upon the number of hours worked and any  
7 increases in compensation to the base hourly wage, either as a step increase or  
8 subsequent COLA increase.

9           This HRA-VEBA contribution process will remain in place unless otherwise  
10 changed by the parties.

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

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

24 **4. Step Placement and Step Increase Dates:**

25           It is acknowledged by the parties that the County has historically given  
26 employees covered by this agreement a step increase in wages, effective on the  
27 employee's anniversary date of employment. Each employee shall be paid at one (1)  
28 of the steps in the range prescribed for his/her classification.

29 **A. New Employees and Rehires:**

30           1. A rehire is an employee who has terminated regular employment  
31 with the County, and is subsequently selected to occupy a regular position from a civil

1 service list. (Former employees who return to regular County employment without  
2 being selected from a list are not rehired, but reinstated.)

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

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

18           **B. Step Increases:** An employee not at the maximum of his/her pay range  
19 shall receive a step increase upon the completion of one year of service at the current  
20 rate. Time in service is measured in accordance with Article 13. (Note that part-time  
21 work will count on a full-time basis.)

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

1 the promotion. The step increase date for wage increases will revert to the step  
2 increase date in effect prior to the promotion.

3 **5. Reporting to Work Outside of Regularly Scheduled Hours:**

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

8 **B. Receiving Work Telephone Calls After Hours:**

9 **1.** Employees receiving after hours work calls or text messages may  
10 respond, but are not required to do so.

11 **2.** Any employee who is called or sent a text message after work  
12 hours to respond to an emergency call that requires the employee to make a custody  
13 decision, and where the employee is not required to report to a work site, shall have  
14 one (1) hour added to their total time worked for purposes of determining overtime in  
15 accordance with Section 6 below. Multiple calls less than twenty (20) minutes between  
16 the end of the 1<sup>st</sup> and beginning of the 2<sup>nd</sup> (or more) calls will be considered one (1)  
17 call.

18 **3.** Prior management approval is required to conduct case  
19 management after work hours and while off duty. This type of call will be compensated  
20 minute for minute with a minimum of fifteen (15) minutes per call. Multiple calls less  
21 than twenty (20) minutes between the end of the 1<sup>st</sup> and the beginning of the 2<sup>nd</sup> (or  
22 more) will be considered one call.

23 **4.** This provision does not apply to telephone calls or text messages  
24 regarding work scheduling and/or worksite directions which will be compensated  
25 minute for minute in accordance with Section 6 below.

26 **6. Overtime:**

27 **A.** Employees covered by this Agreement will be compensated for overtime  
28 based on hours worked in excess of a tour of duty as provided under Section 7(K) of  
29 the Fair Labor Standards Act (FLSA). A tour of duty for purposes of this provision shall  
30 consist of eighty-four (84) hours worked in a fourteen (14) consecutive-day work  
31 period, or such other tour of duty as may be established by the County within the

1 options provided under Section 7(K). The time worked over eighty (80) but less than  
2 eighty-four (84) hours in an employee's tour of duty shall be taken hour for hour as  
3 flex-time off to be scheduled by mutual agreement between the employee and  
4 supervisor during the tour of duty, or with supervisor approval may be granted as  
5 compensatory time off in lieu of pay (also at the straight time rate). Flex-time not taken  
6 during the tour of duty will be paid for at straight time as of the applicable pay date.  
7 Overtime for time worked in excess of an employee's tour of duty will be calculated at  
8 the rate of time and one-half and will be taken or paid for as determined under section  
9 B. Paid leave counts as hours worked.

10 **B.** Except in emergency situations, all work performed in excess of the  
11 specified tour of duty must be authorized in advance by the supervisor. Emergency  
12 overtime work must be reported to the supervisor within two (2) of the employee's work  
13 days of its occurrence. An employee who works overtime in excess of his/her tour of  
14 duty shall be granted compensatory time off in lieu of overtime pay, at the employee's  
15 option and with supervisory approval. Compensatory time shall be taken as scheduling  
16 permits and with the approval of the supervisor. Nothing in this article will be construed  
17 to modify the basic workweek schedule, an employee's obligation to account for his/her  
18 time, or the role of the supervisor in approving work outside an employee's basic daily  
19 or weekly work schedule.

20 1. The maximum allowable accumulation of compensatory  
21 time off shall be eighty (80) hours.

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

24 **7. Temporary Work in a Higher Classification:**

25 **A. Work Out of Class**

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

30 2. **Compensation for work out of class:** An employee working out  
31 of class will be compensated according to the Personnel Rules governing promotions

1 to non-bargaining unit positions. Note that if the employee's pay range and the higher  
2 range overlap, the policy generally provides for an increase of approximately five  
3 percent (5%).

4 **3. Paid leave and work out of class:**

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

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

12 **B. Temporary Appointments:** When management anticipates that an  
13 employee will be performing the principal duties of a higher classification for a period  
14 of more than thirty (30) days, the employee may be given a temporary appointment to  
15 a position in the higher classification.

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

20 **a.** The employee's salary will be set according to the  
21 Personnel Rules governing promotions to non-bargaining unit positions;

22 **b.** If the position is FLSA exempt, the employee is not eligible  
23 to receive overtime pay, shift differential, or other forms of pay not available to  
24 permanent employees in the higher classification;

25 **c.** The employee's health and welfare benefits plan will not  
26 change;

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

29 **e.** The employee has the right to return to his or her  
30 bargaining unit position at the end of the appointment without loss of seniority; and



1                   f.       The employee will pay Federation dues or such alternatives  
2 as are provided by Article 3 – Federation Security, and will continue to be represented  
3 by the Federation in accordance with Article 2 – Recognition.

4 **8.     Trainer Premium:** A differential of five percent (5%) over base rate will be paid  
5 to employees designated by management as Field Training Officer. A differential of  
6 three percent (3%) over base rate will be paid to employees designated by  
7 management as Survival Skills Instructor, or other trainer designation. The differential  
8 specified in this paragraph 8 will be paid for each designation. Management reserves  
9 the right to designate trainers, determine qualifications, and remove the designation  
10 with ten (10) day's notice.

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

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

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

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

27 **11.   Overpayments and Payments in Violation of Contract:** Any employee  
28 receiving unauthorized payments has the obligation to call such error to the attention  
29 of his or her supervisor as soon as the overpayment is known. The County will make  
30 every effort to recover such over payments, by payroll deduction over a reasonable  
31 period of time as determined by the Labor Relations Manager. Where an error occurs

1 which results in a negative impact on the employee, upon notification by the employee,  
2 and verification by the payroll division, payment in correction of the error shall be made  
3 in the employee's paycheck for the current pay period.

4 When an employee receives payments due to a clerical, technical, or computer  
5 error, through no fault of the employee, and where the employee did not and could not  
6 reasonably have known that the error occurred, the employee will only be liable for and  
7 the County shall only recover the overpayment for a period of one-hundred and eighty  
8 (180) days preceding the date of discovery of the error.

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

13 **13. Bilingual Pay:** A differential of four percent (4%) over base rate will be paid to  
14 employees who have been directed by the County to translate to and from English to  
15 another language (including the use of sign language). The proficiency level for  
16 interpretation and translation skills will be assigned by management.

17 **14. Longevity**

18 **A.** Employees who have completed ten (10) years of County service shall  
19 receive an additional hourly longevity incentive payment of one percent (1.0%) of the  
20 applicable base hourly wage set forth in Addendum A.

21 **B.** Employees who have completed fifteen (15) years of County service  
22 shall receive an additional hourly longevity incentive payment of one and a half percent  
23 (1.5%) of the applicable base hourly wage set forth in Addendum A.

24 **C.** Employees who have completed twenty (20) years of County service  
25 shall receive an additional hourly longevity incentive payment of two percent (2%) of  
26 the applicable base hourly wage set forth in Addendum A.

27 **D.** No other categories of premium or incentive pay shall be compounded  
28 on top of longevity pay. Nor shall longevity pay be compounded on top of any other  
29 premium or incentive pay.

30 **15. Auto Allowance:**

1           **A.     Payment:** Payment for mileage under this Agreement shall be made on  
2 a monthly basis, provided the employee has accumulated twenty dollars (\$20) of  
3 mileage. No commuting mileage shall be paid by the County under the terms of  
4 “Section B” through “Section D” below. In no event will payment be made later than the  
5 end of the fiscal year.

6           **B.     Incidental Use:** An employee who does not drive an automobile as a  
7 condition of employment shall be reimbursed at the maximum rate per mile approved  
8 by the IRS as a nontaxable expense reimbursement without documentation (which will  
9 hereinafter be referred to as "the IRS rate") for miles driven at the requirement of the  
10 County.

11           **C.     Condition of Employment Use:**

12                 **1.     Designation:** The County reserves the right under Article 4,  
13 Management Rights, to determine the method of transportation for employees during  
14 working hours and may discontinue or add the requirement for employees occupying  
15 certain positions to utilize an automobile as a condition of employment provided the  
16 employees and Federation are notified in writing ten (10) days in advance of the  
17 change.

18                 **2.     Payment:** An employee who is required to use his or her personal  
19 automobile as a condition of employment shall be paid at the IRS rate and shall also  
20 receive a base reimbursement of fifty dollars (\$50.00) per month, twenty-five dollars  
21 (\$25.00) per month for part-time employees. To qualify for this reimbursement  
22 employees must be assigned to work in the field and to use his or her personal  
23 transportation. In no event, however, shall the aforementioned base payment be made  
24 in a month in which an employee drives no miles as a condition of employment.

25           **D.     Payment Rules for Alterations in Work Site:**

26                 **1.     Temporary reporting place:** Whenever an employee is  
27 temporarily required to report to work at any location more distant from his or her home  
28 than his or her permanent place of reporting, the employee shall be paid for the use of  
29 his or her personal transportation at the rate provided in “Section B” or “Section C”  
30 above as appropriate for additional miles traveled. This provision will not apply when  
31 there is a permanent change in reporting location as determined by management with

1 ten (10) days written notice to the affected employees and the Federation. In instances  
2 in which an employee has no permanent reporting place, the County will designate one  
3 (1) work site as a "permanent place of reporting" for purposes of mileage  
4 reimbursement.

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

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

17 **F. Bus Pass:**

18 **1. Statement of Purpose:** For the purposes of encouraging  
19 employees to use mass transit as part of the County's ride reduction program under  
20 the Oregon Department of Environmental Quality (DEQ)'s Employee Commute  
21 Options (ECO) mandate, as well as part of the County's commitment to limiting traffic  
22 congestion and promoting clean air, effective July 2004, each employee shall be  
23 eligible to receive a bus pass entirely subsidized by the County for the employee's  
24 personal use while employed by the County. Employees shall return the bus pass to  
25 the County upon termination of County employment. Failure to do so may result in  
26 further action by the County and may be noted in the employee's personnel file.

27 **2. Scope of Subsidy:** The County will provide a one hundred  
28 percent (100%) subsidy for employee Tri-Met Universal Bus Pass. However, the  
29 County may require that the employee pay a percentage if the County's subsidy  
30 exceeds the IRS standard for a de minimis employee benefit. It will be the employee's  
31 responsibility to request the necessary Photo ID from the Employee Benefits Office.

1 Instructions for obtaining the photo ID will be available through Employee Benefits and  
2 will be included in new hire packets. This program is offered only by Tri-Met. C-Tran  
3 will honor the Tri-Met Universal Bus Pass on all C-Tran regular routes (C-Tran Express  
4 routes are excluded).

5                   **3. Procedural Requirements:** The procedural requirements for  
6 obtaining the pass and verification that the pass has been used solely by the employee  
7 shall be the same as apply to managerial employees. Such requirements may change  
8 from time to time to ensure efficient and effective implementation of the program.

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**ARTICLE 12**  
**WORKERS' COMPENSATION**

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

6 **2. Seniority:**

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

14 **B.** If an employee is transferred to another classification because of a  
15 compensable injury, such transfer must be agreed to, in writing, by the affected  
16 employee, FOPPO, and the County.

17 **C.** If an injured employee has been released by his or her attending HCP to  
18 return to the job at injury, he or she will be reinstated to that position if eligible under  
19 the provisions of ORS 659A.043, or its successor; provided that such reinstatement  
20 shall not violate the seniority rights, as contained elsewhere in this Agreement, of any  
21 other employee.

22 **3. Probationary Employees:** If an employee sustains an injury during his or her  
23 probationary period, the employee's probation may be extended by written agreement  
24 of the Federation, the employee, and the County.

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

1           **A.**     Supplemental benefits shall only be payable for those days an employee  
2 is receiving time loss benefits pursuant to Oregon workers' compensation law.  
3 Supplemental benefits shall be paid for no more than twelve (12) months of the  
4 employee's regular working hours or for a period equal to the amount of accrued sick  
5 leave hours at the time of injury, whichever is greater. Such payments shall not be  
6 chargeable to accrued sick leave.

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

9           **C.**     To the extent not compensated by Workers' Compensation benefits, the  
10 day following the first day of occupational disability and the next succeeding day shall  
11 be compensated as time worked subject to the provisions of Article 8-Sick Leave,  
12 Section 5.C (Sequencing of Leaves) if such days would have been work days.

13 **5.     Denied Claims:**

14           **A.**     If a Workers' Compensation claim is denied, the employee's absence  
15 from work due to illness or injury shall, to the extent not compensated as Workers'  
16 Compensation time loss, be subject to the provisions of Article 8 Sick Leave.

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

21           **C.**     If an employee's Workers' Compensation claim is under appeal, and he  
22 or she is no longer entitled to medical/dental coverage under Article 10, Health and  
23 Welfare, he or she will be entitled to continued coverage under federal COBRA law.  
24 The duration of such coverage will be for the duration permitted by law, provided that  
25 the employee continues to be eligible and pays the premiums as required.

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

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

30                   **2.**     Any supplemental benefits not paid in accordance with the next  
31 section.

1 **6. Benefits:**

2 **A.** The County shall continue to provide medical and dental benefits for an  
3 employee with a compensable claim and his or her dependent(s) from the first (1<sup>st</sup>) day  
4 of occupational disability, subject to the limitations of Article 10, Health and Welfare, if  
5 any, for a period of one (1) year or such longer period as may be required by law.

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



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**ARTICLE 13**  
**SENIORITY AND LAYOFF**

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4 **1. Definitions:**

5 **A. Layoff:** A reduction in force for reasons of lack of funds, lack of work,  
6 efficiency or reorganization. Reductions in force are identified by position within the  
7 classification(s) represented in this agreement.

8 **B. Bumping:** The displacement of the least senior regular employee by  
9 another regular employee with more seniority within the classification of Parole and  
10 Probation Officer.

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

13 **2. Seniority:** Seniority within classification for time served prior to July 1, 2004,  
14 shall be in accordance with the list given to the Federation by the County during  
15 negotiations. Seniority for time served subsequent to July 1, 2004, shall be in  
16 accordance with the following rules.

17 **A. Determined as Follows:**

18 **1.** Total length of continuous service within the job classification of  
19 adult Parole and Probation Officer. If a tie occurs, then

20 **2.** The total length of continuous service with the County. If a tie  
21 occurs, then

22 **3.** Filing date of the application, if available, for the classification; if a  
23 tie occurs or if the filing dates of the applications are not available, then

24 **4.** It shall be broken by lot in a manner determined by Central Labor  
25 Relations.

26 **B. Computation of Seniority:**

27 **1.** Part-time work within the classification will count on a full time  
28 basis.

29 **2.** Time on authorized leave with pay shall be counted.

30 **3.** Time spent on a leave of absence without pay that exceeds thirty  
31 (30) days will not count

- 1           4.     Time spent on layoff will not be counted.
- 2           5.     Service is broken for purposes of this Article by discharge,  
3 voluntary quit, or successfully completing either the transfer trial service period or  
4 promotional probation to another classification position outside the bargaining unit,  
5 unless such transfer was by reason of layoff and the employee remains on the layoff  
6 list, or pursuant to "Section 7" of this Article.
- 7           6.     Temporary time before permanent appointment to the Parole and  
8 Probation Officer classification that is continuous and contiguous will count.
- 9           7.     Employees who are returned to their previously held position as a  
10 Parole and Probation Officer because of failure to complete a promotional probationary  
11 period will have their seniority calculated as if they were on leave without pay.
- 12 **3.     Layoff:**
- 13         **A.     Reassignment of Regular Employees During a Layoff:** Layoffs will  
14 be identified by position, location and unit within the affected department. Parole and  
15 Probation Officers holding positions that are to be discontinued will be subject to the  
16 following in order of seniority (except as limited by Article 13.3.E.):
- 17           1.     Reassignment to a vacancy or to a position occupied by the least  
18 senior employee(s) affected by bumping or layoff, in the same classification, or, if the  
19 employee does not have enough seniority after all vacancies and positions occupied  
20 by least senior employee(s) affected by bumping or layoff are filled, then
- 21           2.     Reassignment to a position in a classification previously held at  
22 the employee's current level or demotion to a position in a classification previously  
23 held, then
- 24           3.     Change in status between full-time and part-time, then
- 25           4.     Layoff.
- 26         **B.     Non-Regular Employees During a Layoff:**
- 27           1.     Within the affected classification of adult Parole and Probation  
28 Officer, temporary, non- regular probationary, and other employees who do not have  
29 classified status and who are occupying budgeted positions will be terminated before  
30 employees with classified status are affected by layoff. Employees without status who  
31 are terminated will not be placed on recall lists and do not have bumping rights.

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

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

11          **4.**     Employees will not be placed in a classification with a higher  
12 maximum salary except by normal promotion procedures.

13          **C.     Freezing of Vacancies.** To ensure that data about vacancies and  
14 employee work assignments are reliable and that bumping options are accurate, the  
15 Department shall freeze all personnel transactions as determined appropriate  
16 beginning four (4) weeks prior to the date a layoff is implemented and ending the day  
17 immediately following the effective date of the layoff.

18          **D.     Layoff Processing for Employees on a Leave of Absence Without**  
19 **Pay**

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

24           **2.     Use of positions during the layoff process:** If no response is  
25 received by the County within five (5) days of written notification, or if the employee  
26 declines to return from leave of absence, or if the employee is unable to return from  
27 leave of absence, the position from which the employee is on leave of absence will be  
28 treated as a vacant position during the layoff process and will be available to be filled  
29 by another employee who is affected by the layoff process, according to the provisions  
30 of this article.

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

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

10                   **5.     Recalculation of seniority after leave of absence without**  
11 **pay:** All employees on leave of absence without pay that exceeds thirty (30) days  
12 will have their seniority recalculated upon their return from leave so that none of the  
13 time on the leave of absence without pay counts toward seniority per “Section 2.B.3”  
14 of this Article. Notice of such recalculation will be provided to FOPPO.

15                   **E.     The Bumping Process:**

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

19                   **2.**     Reassignment of employees to vacant positions and  
20 reassignment (bumping in) to positions occupied by the least senior employee(s), if  
21 available, shall be chosen by the employee whose position is eliminated, in order of  
22 seniority.

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

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

29                   **5.**     Full time employees will be reassigned only to full time positions  
30 and part time employees will be reassigned only to part time positions, unless  
31 reassignment to the other status is the only available option other than layoff. If an

1 employee bumps into a position that has an existing job share agreement, the  
2 employee must agree to the terms of the job share agreement.

3           **6.**     Shift assignment will not have an effect on the layoff process.

4           **7.**     Employees who are reassigned to a position pursuant to these  
5 provisions and do not accept that position will be deemed to have resigned.

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

10 **4.     Notice and Recall List:**

11           **A.**     Employees who are subject to reassignment, demotion, or layoff  
12 pursuant to the provisions of this article shall receive a notice in writing at least fifteen  
13 (15) days prior to such action. The notice shall state the reason for the action and shall  
14 further state that the action does not reflect discredit on the employee. The Federation  
15 will be provided a copy of the notice.

16           **B.**     Employees who are laid off, demoted, or reassigned to a lateral  
17 classification and/or reassigned between full-time and part-time status will be placed  
18 on the recall lists, according to seniority. Employees will be placed on all the recall lists  
19 that meet the criteria below. (For example, employees who are demoted and  
20 reassigned from full-time to part-time will be placed on the recall lists for full-time  
21 appointment in the current classification, for part-time appointment in the higher  
22 classification, and for full-time appointment in the higher classification):

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

25           **2.**     Employees who are demoted will be placed on the recall list for all  
26 the classifications held by the employee at the beginning of the layoff process to, but  
27 not including, the classification the employee demoted to.

28           **3.**     Employees who are reassigned to a lateral classification or to a  
29 classification previously held will be placed on the recall list for the classification held  
30 by the employee at the beginning of the layoff process.

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

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

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

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

10                   1.       Upon written request of the employee; or

11                   2.       Upon their retirement; or

12                   3.       Upon acceptance of permanent recall from the list; or

13                   4.       Upon declining an offer of permanent recall; or

14                   5.       Upon the employee's failure to respond to a certified letter sent to  
15 the employee's last known address within fourteen (14) days of mailing; or

16                   6.       Disciplinary termination for cause.

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

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

23   6.       **Seniority Application:** The above terms for determination of seniority shall  
24 apply not only to the layoff process, but also to other situations in which seniority is  
25 applied, including total service for the purpose of vacation accrual rates. For purposes  
26 of vacation bidding, the employee's original date of hire with the County pursuant to  
27 "Section 2.B" of this Article, shall be used to determine vacation selection in  
28 accordance with Article 7, Vacation Leave, "Section 3". Seniority determinations shall  
29 have no application to retirement matters. The County agrees to make available to the  
30 Federation upon request copies of any personnel list the County maintains regarding  
31 seniority or classification changes.

1 **7. Posting Process:**

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

6 **B. Seniority List Appeal Process:** Employees who have concerns about  
7 the calculation of their seniority shall notify Central Human Resources with a copy to  
8 the Federation. If an employee's concerns remain unresolved, the Federation may  
9 file a formal written grievance at Step 3 of the grievance procedure within thirty (30)  
10 days of his or her initial consultation with Central Human Resources. If no grievance  
11 is filed within that time, the seniority calculation is deemed correct. A grievance may  
12 be filed only with respect to seniority accrued since July 1, 2004.

13 **8. Seniority of and Bumping by Non-Bargaining Unit Employees and Other**  
14 **Bargaining Units:**

15 **A.** The only non-bargaining unit employees, confidential employees or  
16 members of other bargaining units, who may bump into the bargaining unit are those  
17 who are in the Classified service, are currently employed within the Department of  
18 Community Justice without a break in service, and who have previously been a "regular  
19 employee" of the Bargaining Unit. For purposes of this section, the "Bargaining Unit"  
20 includes "regular employees" of prior Multnomah County Parole and Probation  
21 bargaining units, including AFSCME Local 88 and FOPPO.

22 **B.** Only time served in the bargaining unit shall apply for bumping purposes.  
23 Seniority will be calculated using continuous bargaining unit seniority only.

24 **C.** An employee with prior bargaining unit status who has been out of the  
25 bargaining unit for more than three (3) years may not bump an existing bargaining  
26 member into layoff status. A prior member with over three (3) years out of the unit may,  
27 upon satisfying Subsection A and B above, only fill a vacant position. Employees  
28 returning to the bargaining unit within three (3) years will be treated as if they have  
29 been on a leave of absence without pay for the purpose of computing seniority.

30 **9. Special Provisions to Save Employees From Layoff:** It is recognized by the  
31 parties that employees who are to be laid off or involuntarily demoted because of their

1 seniority within a classification within a department face difficult circumstances in being  
2 placed in alternative employment within the County. Any such employee who is placed  
3 in a classification not previously held shall be subject to a trial service period of ninety  
4 (90) days to demonstrate his or her ability to perform or fulfill the requirements of the  
5 new classification. Employees who, in the opinion of the County, are unsuccessful  
6 during this ninety (90) day trial service period will be removed from their new  
7 classification and placed on the appropriate recall list.

8           Such employees shall continue to be eligible for placement under the provisions  
9 of this section as long as management is exploring alternative employment  
10 opportunities for affected employees.



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

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4 **1. Scheduling:** The parties agree that employees in the bargaining unit may work  
5 irregular hours in the performance of their duties. The official workweek for scheduling  
6 purposes shall consist of a seven (7)-day period, beginning at 12:01 a.m. each  
7 Saturday. The normal workweek for Full-Time employees is forty (40) hours, falling  
8 within the seven (7)-day period.

9       Generally, employees working less than forty (40) hours per week will be  
10 scheduled to work no more than five (5) days a week, and at least two (2) of their days  
11 off must be consecutive.

12       Consistent with the best interest of providing adequate and effective service and  
13 operating requirements, as determined by the County:

14       **A.** Each Parole and Probation Officer, upon request and approval of their  
15 supervisors, shall establish a work schedule that is responsive to the demands of their  
16 job. All hours worked shall be at the flat rate, on an hour for hour basis, regardless of  
17 the starting time, day worked, or length of the work day, except as indicated in "Article  
18 11, Section 5." Split work weeks, varied starting and ending time for shifts, and split  
19 shifts shall be permitted.

20       **B.** Variations of each employee's established work schedule shall be  
21 approved by the supervisor.

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

26       **A.** Such notice is voluntarily waived in writing by the employee(s)

27       **B.** For the duration of an emergency as determined by either the Board of  
28 County Commissioners (BCC) or the Department.

29 **3. Right to Compensation for Regularly Scheduled Hours:** An employee who  
30 reports to work as scheduled and is excused from duty for lack of work, or is specifically

1 directed by his or her supervisor or manager not to report to work, will be paid at his or  
2 her regular rate for the hours he or she was scheduled to work.

3 **4. Changing Scheduled Days of Work and Days Off:**

4 **A. Voluntary Changes:** Changes of work days and days off will be  
5 considered voluntary if they occur at the employee's request or as a result of shift  
6 bidding.

7 **B. Involuntary Changes:** Changes of work days and days off will be  
8 considered involuntary if they occur at the discretion or direction of  
9 management. Management will make every reasonable attempt to ensure that  
10 employees are able to work sufficient hours in the pay period in which the change  
11 occurs so that employees receive a regular paycheck.

12 **5. Scheduling the Work Day:**

13 **A. Normal Work Day:**

14 **1. Employees working forty (40) hours a week:**

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

20 **2. Employees working less than forty (40) hours a week:**

21 Employees working less than forty hours a week will be scheduled to work four (4) or  
22 more consecutive hours a day. Any meal periods to which the employee is entitled will  
23 be on unpaid time, unless the employee is on a continuous duty schedule per "Section  
24 C.3" below.

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

26 **1. During the normal work day**

27 **a. Employees working six (6) or more hours a day:**

28 Employees scheduled to work six (6) or more hours a day are entitled to a fifteen (15)  
29 minute break during the first (1<sup>st</sup>) half of the work day, and another during the second  
30 (2<sup>nd</sup>) half, provided that the break in the second (2<sup>nd</sup>) half of the work day is required  
31 only if the employee is scheduled to work more than two (2) hours after the previous

1 break or meal period. Breaks for employees scheduled to work eight (8) or ten (10)  
2 hours in a day will be scheduled at the middle of each half of the work day whenever  
3 practicable.

4 **b. Employees working fewer than six (6) hours a day:**

5 Employees scheduled to work fewer than six (6) hours a day are entitled to one (1)  
6 fifteen (15)-minute break to be scheduled by management.

7 **2. While on a continuous duty schedule** Breaks for employees on

8 a continuous duty schedule are covered in "Section C.3" below.

9 **C. Meal Periods:**

10 **1. Entitlement to a meal period:** The work schedules of employees

11 working more than six (6) hours in a work day will include a meal period. An employee  
12 who has worked eight (8) or more hours in a work day and who works two (2) hours  
13 beyond his or her regular quitting time is entitled to a second (2<sup>nd</sup>) meal period.

14 **2. Unpaid meal periods:** Meal periods are on unpaid time unless

15 the provisions of Subsection 3 below apply.

16 **a. Length of the meal period:** Employees will be scheduled

17 for a thirty (30)-minute meal period unless they request and management approves a  
18 one (1)-hour meal period. Management may rescind approval for a one (1)-hour meal  
19 period, subject to the provisions for changing work schedules in "Section 1" above.

20 **b. Scheduling:** The meal period for employees working eight

21 (8) or more hours will be scheduled in the middle of the work day whenever practicable.  
22 When a one (1)-hour meal period is requested and approved, management will make  
23 adjustments to the employee's starting and/or quitting time, subject to the provisions  
24 for changing work schedules in "Section 1" above.

25 **3. Paid meal periods: continuous duty schedules:** Management

26 may assign employees performing duties which do not lend themselves to duty free  
27 breaks and meal periods to a continuous duty schedule. Any such assignment shall be  
28 in writing with a copy provided to the Federation and the Labor Relations Manager.  
29 Meal periods for such employees will be on paid time. The scheduling of meal periods  
30 and breaks for continuous duty employees will be based solely on management  
31 judgment of the need for supervision of clients or involvement in other continuous duty,

1 or may be on an "as time is available" basis. Continuous duty employees may not be  
2 relieved of duty during their work day, and may have to take their meals and their  
3 breaks while supervising clients or attending to other duties. Any meal periods or  
4 breaks may be interrupted or missed without additional compensation.

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

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

14 **E. Job Sharing:** Employees may request to job share a position. Approval  
15 of job sharing is at the discretion of management. Each employee in the job share  
16 position must sign a job share agreement outlining the terms of the job share and be  
17 on a regular schedule of forty (40) hours during each two (2) week period.

18 **6. Uniform Time Charging Provisions:**

19 **A. Rounding Rule:** Time charged for all leaves and compensation for time  
20 worked under the terms of this Agreement shall be subject to rounding to the nearest  
21 quarter (1/4) of an hour in accordance with the following rules: 0 - 7 minutes rounds to  
22 0 hours. 8 - 15 minutes rounds to a quarter (1/4) hour.

23 **B. Applications:**

24 **1. Lateness:** Employees who are less than eight (8) minutes late  
25 are not required to make up the missed minutes and shall be paid for a full shift without  
26 charge to a leave account. Employees who are more than eight (8) minutes late may  
27 be charged paid leave for time late or may be allowed to flex time at the manager's  
28 discretion. Being late to work may subject the employee to discipline up to and  
29 including dismissal.

30 **2. Working over:** An employee who works over less than eight (8)  
31 minutes shall not be compensated. An employee who works eight (8) to fifteen (15)

1 minutes or more over and contiguous to their regularly scheduled work day shall be  
2 compensated in one quarter (1/4) of an hour increments at the appropriate rate of pay  
3 in accordance with Article 11.

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

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

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ARTICLE 15

DISCIPLINE AND DISCHARGE

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

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

13 **3. Disciplinary Action:** Disciplinary action shall include only the following:

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

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

25 Written reprimands are subject to the grievance procedure up to Step 2. In the  
26 absence of filing a grievance, employees may attach written responses to written  
27 reprimands by submitting such response within five (5) working days.

28 **C. Suspension Without Pay:** Suspension is a commonly used form of  
29 discipline when oral and written warnings have not achieved the desired results;  
30 however, it may be used sooner, when, in the Employer's judgment, the employee's  
31 misconduct is of such severity progressive discipline is not warranted. Suspension

1 without pay shall not exceed fifteen (15) days unless the result of a grievance  
2 settlement, an agreement with the Federation, or an arbitrator's award.

3 **D. Demotion/Reduction in Pay:** Demotion to a lower classification, or a  
4 reduction in pay, at the Employer's option, may be used as a form of discipline when  
5 other corrective measures have been used and/or the County believes the severity of  
6 the issue is such that progressive discipline is not warranted or does not warrant  
7 discharge. Demotion to a lower classification and reduction in pay are optional forms  
8 of discipline to be imposed primarily in performance related disciplinary action.

9 **E. Dismissal:** The parties jointly recognize that the professional  
10 truthfulness, honesty, and integrity of Parole and Probation Officers are essential to  
11 effective performance. Consequently, the County may dismiss Parole and Probation  
12 Officers, for just cause which includes but is not limited to, in general, misconduct,  
13 inefficiency, incompetence, insubordination, or failing to fulfill responsibilities as an  
14 employee, and specifically, for stealing, untruthfulness in the line of duty, willful  
15 falsification of forms or other official documents, willful omission of material fact,  
16 personal possession or use of an illegal controlled substance, and legal convictions  
17 which would interfere with an employee's ability to perform as a Probation and Parole  
18 Officer

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

22 **A.** A statement of conduct in question, inadequate performance or other  
23 cause for discipline, and

24 **B.** A statement of the disciplinary action to be taken.

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

28 **A.** A statement of alleged improper conduct, inadequate performance, or  
29 other cause for discipline; and

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

4           **C.**     A statement of the time [a minimum of five (5) scheduled workdays] within  
5 which the employee may choose to respond to the statement of cause and the  
6 statement of discipline under consideration.

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

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

15   **8.     Removal of File Materials:** Employees may request and have removed from  
16 his or her personnel file any letter of reprimand which is more than two (2) years old.  
17 Oral reprimands will not be memorialized in writing and will not be placed into an  
18 employee's file. A single letter of discipline more severe than a letter of reprimand  
19 which is more than five (5) years old will be removed from an employee's personnel  
20 file upon his or her request. If there is more than one (1) letter imposing discipline which  
21 is more severe than a letter of reprimand, none of the letter may be removed until the  
22 most recent letter is more than five (5) years old. At that time, it and all previous  
23 discipline letters will be removed from the employees file upon request.

24   **9.     Investigatory Procedures:**

25           When an employee is under investigation by the County and subjected to an  
26 interview concerning an act which, if proven, could reasonably lead to a loss of pay or  
27 dismissal, the employee shall be afforded the following safeguards:

28           **A.** The employee and the Federation will be informed that a formal  
29 investigation is commencing, unless the employee is under investigation for violation  
30 of the Controlled Substance Act, or violations which are punishable as felonies or



1 misdemeanor under law, or if doing so would jeopardize either the criminal or  
2 administrative investigation.

3 **B.** Any interview of an employee shall occur when the employee is on duty,  
4 unless the County reasonably believes that the seriousness of the investigation  
5 dictates otherwise. If such interview does occur during the employee's off-duty time,  
6 the employee shall be compensated for such off-duty time in accordance with the  
7 provisions of this Agreement.

8 **C.** All interviews shall take place at Department facilities, or elsewhere if  
9 mutually agreed, unless an emergency exists which requires the interview to be  
10 conducted elsewhere.

11 **D.** Unless release of such information would otherwise compromise the  
12 investigation, the employee under investigation shall be informed, in writing, at least  
13 forty-eight (48) hours prior to the commencement of the interview that he/she has a  
14 right to have Federation representation during the interview, the names of the  
15 interviewer and all other persons to be present during the interview, and the specific  
16 allegations which form the basis for the investigation and provided information  
17 necessary to reasonably apprise him/her of the facts upon which the allegations are  
18 based. If the employee opts for Federation representation, the Federation  
19 representative shall not be a subject of the same investigation as the employee being  
20 interviewed.

21 **E.** The employee's right to have a Federation representative present at the  
22 interview shall not unreasonably delay the conducting of the interview.

23 **F.** Interviews shall be limited in scope to activities, circumstances, events,  
24 conduct or acts which pertain to the incident or incidents which are the subject of the  
25 investigation. Nothing in this section shall prohibit the County from questioning the  
26 employee about information which is developed in the course of the interview.

27 **G.** No promise or reward shall be made as an inducement to answering any  
28 question. The employee may not be subject to intimidation or abusive language in the  
29 course of the interview.

30 **H.** The interview session shall be for a reasonable period taking into  
31 consideration the gravity and complexity of the issue being investigated. The employee

1 shall be entitled to such reasonable intermissions as may be required for personal  
2 necessities.

3 **I.** The County may record, either by tape or digitally, the interview. A copy of  
4 the complete interview shall be furnished by the County to the employee and/or the  
5 Federation upon request. If the County elects to have a stenographic record made of  
6 the interview, a copy will be provided to the employee and/or the Federation upon  
7 request. The County's recording shall be considered the official record of the interview.  
8 The Federation may also record the interview.

9 **J.** Nothing in this section shall preclude the County from ordering an employee  
10 to cooperate with other agencies involved in criminal investigations. If the employee  
11 fails to comply with such directive, he/she may be subject to discipline.

12 **K.** Investigations shall be completed without unreasonable delay, in view of  
13 circumstances confronted in the investigation.

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ARTICLE 16

SETTLEMENT OF DISPUTES

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

7         Once a grievance, as defined herein, is filed under Section 2A of this Article, the  
8 Federation shall have exclusive jurisdiction with respect to the processing of such  
9 grievance. A decision in good faith by the Federation not to proceed to the next step in  
10 the grievance procedure or to arbitration shall be final and binding on all parties,  
11 including the grievant. If the County files a grievance, it shall be filed in accordance  
12 with the County grievance procedure outlined in Section 4 of this Article.

13         Employees shall be assured freedom from reprisal for use of the grievance  
14 procedure.

15         A chief steward will be assigned by the Federation. The chief steward will assign  
16 stewards to specific work areas. A steward may not process a grievance in any other  
17 work area than the one to which he or she is assigned unless approved to do so by the  
18 Federation chief steward. The names of the stewards and other Federation  
19 representatives who may represent employees will be provided in writing to the County  
20 by the Federation.

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

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

1           **A.     Step 1.** If not resolved informally on this basis between the employee  
2 and supervisor, the employee, together with his/her Federation representative, shall  
3 within ten (10) working days of the date of the informal meeting, submit the matter, in  
4 writing, to the employee's immediate supervisor and to the Personnel Division. The  
5 written grievance shall include:

- 6                   1.     The name and position of the employee.
- 7                   2.     The date of the circumstances giving rise to the grievance.
- 8                   3.     A clear and concise statement of the grievance including the  
9 relevant facts necessary to reach a full and objective understanding of the employee's  
10 position.
- 11                  4.     The specific provision or provisions of this Agreement alleged to  
12 have been violated.
- 13                  5.     The remedy or relief sought by the employee.
- 14                  6.     Name of the employee or the FOPPO representative submitting  
15 the grievance.

16                   Within ten (10) working days after receipt of such report, the immediate  
17 supervisor shall attempt to resolve the matter and submit his/her answer in writing, to  
18 the employee and his/her Federation representative.

19           **B.     Step 2.** If the grievance has not been settled, it may be presented in  
20 writing by the Federation representative to the department head within ten (10) working  
21 days after the supervisor's response is due. The department head or his/her designee  
22 shall respond to the Federation representative in writing within ten (10) working days.

23           **C.     Step 3.** If the grievance has not been settled, it may be presented in  
24 writing by the Federation representative to Labor Relations within ten (10) working days  
25 from the date of such response.

26           **D.     Step 4.** If the grievance still remains unresolved, the Federation may  
27 submit the matter in writing to binding arbitration but must do so within ten (10) working  
28 days following receipt of Labor Relations' response.

29   **3.     Arbitration:** Within ten (10) working days after notice has been given, the  
30 Federation shall request the State Employment Relations Board to provide a panel of  
31 nine (9) Oregon/**Washington** arbitrators. A flip of the coin shall determine which party

1 shall strike first. The parties shall each alternately strike two (2) names. The remaining  
2 name on the list shall be the arbitrator. The power of the arbitrator shall be limited to  
3 interpreting this Agreement and determining if the specific alleged violation occurred  
4 and to resolve the grievance within the terms of this Agreement.

5 The decision of the arbitrator shall be binding on both parties; however, s/he  
6 shall have no power to alter, modify, amend, add to or detract from the terms of this  
7 Agreement. The arbitrator's decision shall be within the scope and terms of the  
8 agreement and in writing. Any decision of the arbitrator may provide retroactivity not  
9 exceeding sixty (60) days prior to the date the grievance was first filed, and it shall  
10 state the effective date of the award.

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

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

25 Upon mutual agreement, in writing by the Federation and the County at the  
26 conclusion of the evidentiary portion of the arbitration, the parties may agree to oral  
27 closing arguments in lieu of written closing briefs.

28 If the parties mutually agree to oral closing arguments, the parties may also  
29 mutually agree in writing to have the arbitrator issue an oral bench decision. The oral  
30 bench decision shall be recorded and transcribed by the parties as the formal record  
31 of the arbitration. The arbitrator shall issue the oral bench decision within two (2) hours

1 of the conclusion of the arbitration hearing unless extended by mutual agreement of  
2 the parties.

3 **4. County Grievances:** When the County has a grievance, it shall be deemed  
4 the moving party and shall present its grievance in writing to the Federation. The  
5 parties will each then promptly appoint two (2) persons to serve as a Board of  
6 Adjustment to consider the grievance of the County and resolve the dispute. If the  
7 Board of Adjustment is unable to resolve the dispute within fifteen (15) working days  
8 of the notification to the Federation, then the County may request arbitration under  
9 Section 3 of this Article by written notice to the Federation. A County grievance may  
10 be terminated at any time upon receipt of a signed statement from the County that the  
11 matter has been resolved.

12 **5. Time limits:** Failure on the part of the respondent to reply in accordance with  
13 the time limits specified in this Article shall allow the moving party, if it so chooses, to  
14 move the grievance to the next step of the grievance procedure. Failure on the part of  
15 the moving party to process grievances within the time limits at any step in accordance  
16 with the provisions of this Article shall constitute a waiver of the grievance. The time  
17 limits and procedures specified in this Article may be extended or waived by written  
18 mutual agreement of the parties. An employee or Federation grievance may be  
19 terminated at any time upon receipt of a signed statement from the Federation that the  
20 matter has been resolved.

21 **6. Unfair Labor Practices:** If the County or the Federation intends to file an unfair  
22 labor practice charge against the other party, it shall give that party advance written  
23 notice of such intent and a reasonable opportunity to meet to discuss the basis of such  
24 charge and possible resolution prior to filing the charge, unless the delay needed for  
25 such a discussion would cause prejudice to the claim; in the latter event, the notice  
26 and meeting is not excused, but may occur after the filing of the charge.

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ARTICLE 17

WORKLOAD / TRAINING / PERFORMANCE EVALUATION

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

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

20 **3. Performance Evaluation:** The County may implement and maintain a  
21 performance evaluation process involving members of the bargaining unit. Employees  
22 shall have the right to attach a response to any evaluations prior to being placed in  
23 their personnel files. No evaluations will be placed in an employee's personnel file  
24 unless that employee has been provided an opportunity to review and sign the  
25 evaluation and to acknowledge the receipt of a copy of the evaluation. Where an  
26 employee refuses to sign his or her evaluation, the supervisor may sign a statement  
27 indicating the date and time a copy of the evaluation was provided to the employee.  
28 All performance evaluations shall be signed by the employee's supervisor, who shall  
29 bear ultimate responsibility for the content of the evaluation.

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

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4 **1. No Discrimination**

5 **A. Contractually Prohibited Discrimination**

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

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

18 **B. Legally Prohibited Discrimination and County Complaint**

19 **Procedure:** The County will maintain a complaint procedure for allegations of  
20 discrimination in violation of law.

21 **2. No Prejudicial Harassment**

22 **A. Prejudicial Acts Prohibited:** The County and the Federation shall not

23 condone and/or tolerate prejudicial remarks, actions, slurs, and jokes directed at, or  
24 expressed that are offensive to persons with disabilities, or are based on race, religious  
25 preferences, sexual orientation, gender identity, national origin, familial status or  
26 source of income.

27 **B. Sexual Harassment Prohibited:** No employee(s) shall be subjected to

28 un-welcomed sexual advances, requests for sexual favors, or any form of verbal or  
29 physical conduct of a sexual nature that is offensive, hostile or intimidating that  
30 interferes with the work performance of such employee(s).

31 **3. Federation Member Rights:** The County agrees not to interfere with the rights



1 of employees to become members of the Federation, and there shall be no  
2 discrimination, interference, restraint, or coercion by the County, or any County  
3 representative, against any employee because of Federation membership or because  
4 of any employee activity in an official capacity on behalf of the Federation, or for any  
5 other cause. Nothing in this section shall be construed to limit the county's right to  
6 effectively and efficiently run the County's operations.

7       **A. Access to Workers:** Authorized representatives of the Federation may  
8 visit the work locations of employees covered by this Agreement at reasonable times,  
9 provided such visitations do not interfere with the work of the employees.

10       **B. Federation Negotiators:** Employees selected by the Federation to act  
11 as Federation representatives for the purpose of negotiating amendments or  
12 modifications to this Agreement shall be known as the Federation of Oregon Parole  
13 and Probation Officers Negotiating Committee. The names of employees so  
14 designated shall be certified in writing to the County by the Federation. All negotiation  
15 meetings with the County shall be held during working hours and without loss of pay  
16 for a maximum of six (6) Parole and Probation Officers.

17       **C. Federation Business:** Elected officers and negotiators will be allowed  
18 a reasonable amount of work hours to handle labor relations matters. This will include  
19 that time necessary to attend Labor-Management meetings when scheduled by mutual  
20 agreement.

21       **D. Communication with Members:**

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

27               **2. Electronic Mail and Internet Connections:** County computers  
28 may be used for Federation business involving E-Mail or Internet connections when  
29 such use is de minimis and incidental, such as arranging a meeting with a fellow shop  
30 steward or Council representative. Computer use may be further used for the purpose  
31 of conducting an investigation of a grievance, interacting with the County's

1 Representatives concerning Federation-County Business, on the employee's own  
2 time, and to link to a Federation Internet site. The uses outlined may continue only to  
3 the extent that they are at no additional cost to the County, and are contingent on the  
4 continued use of the cited computers, Internet connection, intranet connection for other  
5 County purposes. The content of any and all communications using the County  
6 computer system is not privileged and may be subject to County review.

7 **3. New Employee Orientation:** The President or designee shall be  
8 provided a total of up to one (1) hour per quarter, without loss of pay, to meet the newly  
9 hired employee(s), to discuss the Federation and this Agreement. The Federation will  
10 provide advance notice to managers of each of the employee meetings and each  
11 employee will accurately record and code their time spent in such meetings. The  
12 County will provide the Federation with a list of new member hires each month.

13 **4. Rules:**

14 County personnel rules affecting Federation members will be submitted to the  
15 Federation for review 30 days prior to their adoption. The personnel rules shall be  
16 subject to discussion with the Federation before becoming effective. Changes made in  
17 mandatory subjects addressed in the rules shall be made in accordance with the Public  
18 Employees Collective Bargaining Act (PECBA). The County agrees to make available  
19 to each employee in the bargaining unit a copy of all existing work rules and to provide  
20 a copy of new rules before their effective date, when possible. New employees shall  
21 be provided a copy of the rules at the time of hire.

22 **5. Changes in Existing Conditions:** A Policy Revision Committee shall be  
23 established to discuss and review proposed changes to Department of Community  
24 Justice policies that directly affect members of the Federation. The Federation shall  
25 appoint two (2) members to the Committee to attend meetings held by the Policy  
26 Revision Committee without loss of pay. The appointees shall be authorized to speak  
27 on behalf of the Federation and to bind the Federation. If both the Federation  
28 appointees agree to any policy change, the County shall have no further obligation to  
29 bargain the proposed changes with the Federation. In the event the Federation  
30 appointees do not agree and the matter involves a mandatory subject of bargaining or  
31 the impact of a mandatory subject of bargaining under the PECBA, the County and the

1 Federation agree to bargain in accordance with the PECBA. Nothing in this Agreement  
2 prevents the County from implementing permissive subjects of bargaining that do not  
3 impact a mandatory subject without bargaining. The County's agreement to discuss  
4 potentially permissive subjects does not render the matter a mandatory subject of  
5 bargaining nor does it compel either party to make concessions. Either party to this  
6 agreement may dissolve this committee for any reason at any time with two week's  
7 notice. If the committee is dissolved, work rules shall be processed in accordance with  
8 Section 4. above.

9 **6. Loss of Personal Property**

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

17 **B. Exclusion of Personal Vehicles:** Unless authorized for County  
18 business, personal vehicles are expressly excluded from this provision. Loss or  
19 damage to employees' personal vehicles are the sole responsibility of the employee.

20 **7. Labor Management Committee:**

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

27 **8. Public Records Requests:**

28 Within three (3) business days of receipt by the Department of a public records  
29 request related to an employee, the Department shall provide notification of such  
30 request to the affected employee. The Department will also provide a summary of the

- 1 information released, and at the employee's option, the Department will provide a copy
- 2 of the information released.

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**ARTICLE 19**  
**SAFETY AND HEALTH**

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4 **1. Facility Standards Maintenance:** The County agrees to abide by and maintain  
5 in its facilities and work operation standards of safety and health in accordance with  
6 the State of Oregon Safe Employment Act.

7 **2. Safe Place of Employment:** It is the responsibility of the County to make every  
8 reasonable effort to provide and maintain a safe place of employment. It is the  
9 responsibility of all employees to practice safe working habits and to report any  
10 observed unsafe conditions immediately. The employee will report any personally  
11 observed unsafe practice or conditions to the immediate supervisor. The Labor  
12 Management Committee shall seek to resolve any differences in interpretation or  
13 practice as what constitutes an unsafe practice or condition.

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

16 **4. Protective Clothing:** If any employee is required to wear protective clothing,  
17 such protective clothing shall be furnished to the employee by the County. The initial  
18 cost of purchase and tailoring will be paid by the County.

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

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

25 **7. Firearms:** Employees may carry their Department issued firearm with badge  
26 visible, while in a DCJ field office or other location as designated by the Assistant  
27 Director and not engaged in active field work without all of their other safety equipment.  
28 The Department shall designate the required holsters for concealed and unconcealed  
29 carry, whether in the office or the field. Employees may carry their firearm unconcealed  
30 in the field while wearing all required duty gear including apparel clearly marked "Parole

- 1 Officer” on the back with the department badge clearly displayed. The County will
- 2 provide safe and secure storage for firearms at the employee’s assigned work location.



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**ARTICLE 21**  
**USE OF FORCE**

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The Federation President or designee will appoint one (1) member to actively participate on any use of force review board convened by the County. The member appointed shall participate without loss of pay.





1 purposes of Section 414(h)(2) of the Internal Revenue Code and any related federal  
2 or state tax policies.

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

7 **2.     Retiree Medical Insurance:**

8           **A.     Definitions:** For purposes of this section, a "retiree" refers to a person  
9 who retired from the County on or after the execution date of this Agreement and, at  
10 the time of retirement, occupied a position covered by this bargaining unit. For  
11 purposes of this section, a "member" refers to an active employee(s) in a position  
12 covered by this Agreement.

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

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

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

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

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

1 whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for  
2 Medicare, whichever is earlier, if the 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) years of continuous County service immediately  
6 preceding retirement prior to age fifty-eight (58) years, or

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

12           **a.**     Thirty (30) years of continuous service with employers who  
13 are members of the Oregon Public Employee Retirement System and twenty (20) or  
14 more years of continuous County service immediately preceding retirement; provided,  
15 however that employees employed on or before July 1, 1992, who are eligible for PERS  
16 regular retirement with 30 years of PERS service and twenty (20) years of County  
17 service shall be eligible for County payment of half the medical premium without waiting  
18 until age fifty-five (55) or

19           **b.**     Ten (10) years of continuous County service immediately  
20 preceding retirement in the event of disability retirement.

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

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

28           **H. Requirement to Continuously Participate:** In addition to the other  
29 requirements of this section, continued medical plan participation or benefit of County  
30 contributions is conditioned on the retiree's continuous participation in the member's  
31 medical insurance plan from the time of retirement, and upon the retiree's timely

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

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

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**ARTICLE 23**

**MODIFICATION OF WORK PERFORMED: CONTRACTING**

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

13 **2.** The County agrees to meet with the Federation to discuss the effect of proposed  
14 contracting out or subcontracting prior to the presentation of the proposal to the County  
15 Chair or Board for formal Action.

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

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**ARTICLE 24**  
**SHIFT AND WORK ASSIGNMENT**

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4 **1. Vacancy:** A vacancy shall exist when:

5       **A.** The employee assigned to a budgeted position abandons such position  
6 because of transfer, promotion, or demotion to another position or County agency; or  
7 upon voluntary or involuntary termination of County employment;

8       **B.** Additional budgeted positions are allocated;

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

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

13 **2. Regular Employee Temporary Work Assignments:**

14       **A. One hundred eighty (180) Days or Less (Temporary Assignments)**  
15 **& Employee Rotation Plans:** Work assignments and employee rotation plans of one  
16 hundred eighty (180) days or less shall be solely at the discretion of management.  
17 Following such a short term assignment, the employee will be returned to his or her  
18 regular assignment. Regular employees shall not be rotated more often than once in a  
19 twenty four (24) month period.

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

23               **1.** Any such rotation plan shall be posted ten (10) days in advance  
24 with a copy provided to the Federation.

25               **2.** The terms and criteria of the rotation plan shall apply to all  
26 employees in the affected job classification within a work unit or work units.

27               **3.** The County shall have a plan to reasonably cover the transferred  
28 employee's regular assignment.

29 **3. Regular Employee Permanent Shift/Work Assignment:** A permanent  
30 vacancy is a vacancy determined by management to be for a duration of over six (6)  
31 months. Whenever there is more than one shift or work assignment within the same

1 job classification within a work unit, permanent vacancies shall be filled in the following  
2 manner:

3 **A.** Management will provide employees a notice of such vacancy, the  
4 person to contact, and the deadline for consideration.

5 **B.** The vacancy shall be filled by a regular employee on the basis of seniority  
6 provided the employee is able to perform the work in question and has indicated his or  
7 her preference in writing. Exceptions to seniority preference assignment may be made  
8 in the following situations:

9 **1.** In regard to work assignment only, when a less senior employee  
10 is substantially more qualified for the position in question. For purposes of this article,  
11 the factors for consideration in assignment include, but are not limited to, the following.  
12 However, even these factors will be evaluated on a case-by-case basis:

13 **a.** Employee must have successfully completed their  
14 probationary period.

15 **b.** Employee is not on a work improvement plan or currently  
16 subject to discipline.

17 **c.** Unique or particularly strong skills developed as a result of  
18 previous experience, training, education, desire and interest.

19 **d.** Training history and/or certification that demonstrate a  
20 willingness to participate in ongoing training in order to maintain proficiency and  
21 expertise.

22 **e.** Required certification, such as CADC, Mental Health  
23 licensure or Alcohol/Evaluation certification.

24 **f.** Knowledge of the issues related to the current offense(s),  
25 including criminal history and behavior patterns that require a certain level of expertise  
26 and a unique set of supervision skills.

27 **C.** A regular employee who has applied for, and accepted, a transfer within  
28 the previous twelve (12) months is not eligible for transfer unless as determined by  
29 management that extenuating circumstances dictate otherwise.

30 **D.** In the event no expression of preference exists for a shift or work  
31 assignment, management may fill a vacancy with a probationary employee or the least

1 senior qualified regular employee in the work unit. Involuntary changes in shift  
2 assignment shall require ten (10) days advance written notice to the affected  
3 employee.

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

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

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

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

28 When changes in the Department structure and/or needs result in the need to  
29 make changes to an employee's geographic work location, management will seek  
30 qualified volunteers from the affected geographic work location. If there are no qualified  
31 volunteers for the change, the least senior qualified employee at that location shall be



1 moved with no less than thirty (30) working day notice period. Available vacancies will  
2 be frozen and the affected employee(s) shall select among the vacant positions for  
3 which they are qualified based on seniority. The date of freezing shall be four (4) weeks  
4 prior to the implementation of the re-org. The freeze will be lifted on the day the affected  
5 employee(s) have made their selection.

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

10 **6. Designated Work Assignments**

11 **A.** The Department has the sole right to designate, undesignate and/or  
12 modify Designated Work Assignment for the purposes of this Section (Article 24.6.).  
13 The Department will maintain a list of Designated Work Assignments on the County  
14 intranet ("MultCo Commons"). Designated Work Assignments are based on the  
15 operational needs of the Department. The Department will provide advanced written  
16 notice to the Federation prior to any modification to the Designated Work Assignments.

17 **B. Relocation of an Entire Designated Work Assignment From One**  
18 **Geographic Location to Another.**

19 1. The Designated Work Assignment and location are identified. (For  
20 example: all MTEA sex offender work assignments).

21 2. The impacted PPO(s) are identified. (For example: all PPOs currently  
22 in the MTEA sex offender work assignments).

23 3. Available vacancies are frozen.

24 4. No volunteers are solicited because all of the Designated Work  
25 Assignments are being moved from the geographic location.

26 5. Per Article 24.5.A, impacted PPO(s) are given no less than thirty (30)  
27 working days of advanced notice of geographic location move.

28 6. Impacted PPO(s) are given preference in order of PPO seniority to  
29 move into a frozen vacancy or move to the new geographic location with their current  
30 work assignment.

1                   7. Vacancies are unfrozen once the impacted PPO(s) have made their  
2 decision(s).

3                   8. The movement of PPOs and Designated Work Assignments is  
4 implemented no less than thirty (30) working days following the initial written  
5 notification.

6                   9. If impacted employees elect to fill a frozen vacancy rather than move  
7 with their work assignment, the relocated work assignments may be filled in  
8 accordance with Article 24.2 or Article 24.3, above.

9                   **C. Relocation of Part of a Designated Work Assignments From One**  
10 **Geographic Location to Another.**

11                   1. The Designated Work Assignment(s) and location are identified. (For  
12 example, one out of three MTEA sex offender Designated work assignments are being  
13 moved to MTSW).

14                   2. The impacted PPO(s) are identified by the least senior PPO within the  
15 Designated Work Assignment, within the impacted geographic location.

16                   3. Available vacancies are frozen.

17                   4. Volunteers are solicited within the effected Designated Work  
18 Assignment (For example, volunteers are solicited from only the MTEA sex offender  
19 PPOs).

20                   5. Per Article 24.5.A, above, impacted PPO(s) are given no less than a  
21 30 working days notice of geographic location move.

22                   6. Impacted PPO(s) are given preference in order of PPO seniority to  
23 move into a frozen vacancy or move to the new geographic location with their current  
24 work assignment.

25                   7. Vacancies are unfrozen once impacted PPO(s) have made their  
26 decision(s).

27                   8. The movement of PPOs and work assignments is implemented no  
28 less than thirty (30) working days following the initial written notification.

29                   9. If impacted employees elect to fill a frozen vacancy rather than move  
30 with their Designated Work Assignment, the relocated work assignments may be filled  
31 in accordance with Article 24.2 or Article 24.3, above.

1   **7.   Probationary Employee Assignment**

2           Probationary employees are not subject to the shift and work assignment  
3 provisions set forth in Sections 2 and 3 of this Article. Probationary employees may be  
4 assigned or reassigned at the County's discretion during the probationary period.

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**ARTICLE 25**  
**SAVINGS CLAUSE**

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

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**ARTICLE 26**  
**ENTIRE AGREEMENT**

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4       This document constitutes the sole and complete agreement between the  
5 Federation and the County and embodies all the agreed to terms and conditions  
6 governing the employment of the employees in the negotiating unit. The parties  
7 acknowledge that they have had the opportunity to present and discuss proposals on  
8 any subject which is or may be subject to negotiation. Any prior written or unwritten  
9 commitment or agreement between the County and the Federation that is in conflict  
10 with this Agreement is hereby superseded by the terms of this agreement. Nothing in  
11 this Article shall preclude the parties during the term of this agreement from voluntarily  
12 entering into amendments to the Agreement; nor shall the Federation and the County  
13 Chair or his or her designee(s) for labor relations be precluded from voluntarily entering  
14 into Memoranda of Understanding, Interpretation, Agreement or Exception concerning  
15 matters of contract administration.

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**ARTICLE 27**  
**TERMINATION**

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4       Except as provided herein, this Agreement shall become effective upon  
5 ratification or the date of the arbitrator's award, whichever is applicable, and shall  
6 remain in full force and effect until the 30<sup>th</sup> day of June, 2020, and each year thereafter,  
7 unless either party shall notify the other in writing no later than March 1, that it desires  
8 to modify this Agreement. In the event notice to modify is given, negotiations shall  
9 begin no later than April 1. The contract shall remain in full force and effect during the  
10 period of negotiations and any Arbitration process.

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**ADDENDUM A**  
**WAGES**

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4 **1.** Effective July 1, 2017, the Probation/Parole Officer pay scale (PSG 6276) will  
5 be revised to reflect the elimination of Step 1 from the 2016-2017 pay scale. The new  
6 pay scale will be comprised of 6 steps. As a result of the elimination of Step 1 from the  
7 2016-2017 pay scale, employees on Step 1 of the prior schedule will be placed on the  
8 step corresponding with the Step 2 rate of the prior pay scale. All other employees will  
9 be placed on the step corresponding with the employee's same rate on the 2016-2017  
10 pay scale.

11 **2.** Also effective July 1, 2017, the Probation/Parole Officer pay scale described in  
12 Section 1 above shall be increased by two and two-tenths percent (2.2%); the annual  
13 percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical  
14 Workers (Portland CPI-W 2nd Half, July-December 2012 to July-December 2013).

**ADDENDUM A – TABLE I, WAGES**

15  
16  
17 Base Hourly Rates Effective July 1, 2017 – 2.2% Pay Increase (Note: 1% of Base  
18 Wages will be contributed to a VEBA account per Article 11, Sec. 1.C)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Parole and Probation Officer</b>	\$29.48	\$30.95	\$32.47	\$34.10	\$35.81	\$37.61

19  
20 Base Hourly Rates Effective July 1, 2018 – 3.6% Pay Increase (Note: 1% of Base  
21 Wages will be contributed to a VEBA account per Article 11, Sec. 1.C)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Parole and Probation Officer</b>	\$30.54	\$32.06	\$33.64	\$35.33	\$37.10	\$38.96

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1 **ADDENDUM B**

2 **LEAD WORKER ASSIGNMENT AND PAY**

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4 **1. Duties Defined:** A Lead Worker assignment involves certain limited  
5 supervisory and administrative duties which are deemed not to warrant a separate  
6 classification. These duties include, but are not limited to: laying out the work for other  
7 employees, balancing the work, directing the work, reviewing the work and employee  
8 conduct for adherence to standards and rules, and making such reports as may be  
9 required to supervisory employees. Lead Workers typically spend a substantial portion  
10 of their time in performing the duties of the base classification. Normally, the employees  
11 directed by a Lead Worker are in the same classification, but additional classifications  
12 are sometimes involved. An employee assigned to be a Lead Worker will not impose  
13 or effectively recommend (as that term is intended in Oregon law) formal discipline, i.e.  
14 an oral reprimand or above. Lead Workers shall not issue any discipline. Lead Workers  
15 shall not be present when discipline is issued. Lead Workers shall not prepare or issue  
16 performance evaluations and any involvement of Lead Workers in performance  
17 evaluation shall conform to the restrictions of Article 17, Section 3.

18 **2. Assignment, Selection, Modification, and Termination:** Assignment and  
19 selection of Lead Workers shall be at the sole discretion of the County. Lead worker  
20 assignments for over sixty (60) continuous days will be posted in the affected  
21 designated work assignment or unit for no less than five (5) work days. Employees in  
22 the designated work assignment or unit interested in the lead worker assignment shall  
23 submit a letter of interest to the unit manager or Human Resources and will be  
24 considered for the assignment through an interview process. An employee assigned  
25 as a Lead Worker for six (6) months or more shall be given ten (10) calendar day's  
26 notice prior to the termination of such an assignment unless the duration or end date  
27 of the assignment was designated at the time the Lead Worker assignment was made.  
28 Termination of the assignment shall be at the sole discretion of the County. A copy of  
29 the termination notice will be simultaneously given to the Federation. Significant  
30 modifications of Lead Worker duties deemed by the County to warrant a modification  
31 in the amount of compensation shall also be with ten (10) day's notice, with notice to



1 the Federation of such change. All lead worker assignments will be reviewed for  
2 continuation at least once every two (2) years.

3 **3. Pay:** The Lead rate for the Probation / Parole Officer Classification shall be  
4 calculated by increasing the base hourly pay rates by six and eight-tenths percent  
5 (6.8%)

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**ADDENDUM C**  
**SENIORITY LISTING**

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**FOPPO Seniority List**  
**July 3, 2018**

<b>Seniority Order</b>	<b>Emp.No.</b>	<b>Name</b>	<b>Class Seniority</b>	<b>Countywide Seniority</b>
1	3017	Rath, Susan L	8/26/1985	8/26/1985
2	5875	Jensen, Christine E	8/23/1989	8/23/1989
3	3501	Nelson, Cheryl L	7/1/1991	7/1/1991
4	6700	Padilla, Steven A	1/2/1992	1/7/1990
5	1465	Toronto, Cynthia L	11/20/1994	4/22/1991
6	3255	Martin, Russ J	2/27/1995	8/8/1990
7	1645	Andersen, Deanna L	6/30/1995	6/10/1991
8	1487	Mitchell, Deborah S	1/27/1997	6/10/1995
9	1609	Upton, David B	1/5/1998	3/21/1995
10	4633	Mc Innis, Lisa A	2/2/1998	11/2/1994
11	3572	Fowler, Heather A	3/23/1998	9/20/1993
12	6605	Trautwein, Alan R	4/1/1998	7/12/1996
13	3637	Warnke, Dane R	6/1/1998	10/11/1993
14	5371	Whitlow, Christopher A	6/22/1998	4/4/1994
15	5845	Lewis, Pamela C	7/19/1998	2/4/1996
16	4595	Madsen, Tracey	7/20/1998	1/5/1998
17	1118	Reiser, Jennifer M	8/10/1998	5/8/1994
18	4088	Bunce, Brenda C	9/1/1998	9/1/1998
19	4484	Hilliker, Jill K	9/4/1998	11/15/1994
20	3493	Nielsen, Scott C	10/5/1998	3/7/1994
21	5648	Hawn, Heidi L	10/25/1999	10/25/1999
22	4222	Jarmer, Jerri A	2/1/2000	3/15/1997
23	1015	Jeffreys, Bill W	5/24/2000	5/24/2000
24	6406	Friedman, Marshall J	7/24/2000	1/6/1998
25	935	Calderbank, Laurie J	8/14/2000	8/14/2000
26	395	Roberts Sr, Nathaniel W	10/2/2000	11/10/1994
27	3861	Adams, Paul A	1/22/2001	9/7/1990
28	7505	McCord, Janet L	2/1/2001	2/1/2001
29	7508	White, Thomas R	2/12/2001	2/12/2001
30	3525	Smith, Michele L	7/23/2001	12/24/1990
31	5819	Lesh, Hiedi L	9/12/2001	3/16/1998
32	7797	Tavai-Porotesano, Tomasina	11/10/2001	8/19/2001

33	3561	Brasesco, Patrick D	11/27/2001	12/1/1996
34	8178	Mitchell, Brennan J	12/3/2001	12/3/2001
35	5746	Adler, Charles R	12/14/2001	12/14/2001
36	3702	White, Jodi L	1/28/2002	2/4/1998
37	1372	Montano, Carmen O	10/26/2002	4/16/2000
38	4471	Sandberg, Joshua L	12/29/2002	11/3/1997
39	1468	Nielsen, Tiffany M	1/6/2003	7/20/1998
40	217	Nicholas, Linda L	12/11/2003	3/19/2001
41	9414	Clark, Martin M	1/20/2004	1/20/2004
42	3619	Fonua, Chelsea A	8/17/2004	2/5/1999
43	5755	Holt, Brian R	12/1/2004	11/24/2003
44	6193	Dewar, Leslie A	12/15/2004	2/14/1999
45	10055	Garza, Jerry	1/31/2005	1/31/2005
46	1374	Behrman, Kerrie A	2/15/2005	2/15/2005
47	4706	Gatto, Jolyn A	9/26/2005	1/4/1999
48	1605	Holoch, Laura F	12/5/2005	9/29/1988
49	3795	Archuleta, Andrea J	12/12/2005	4/19/1998
50	7439	Radich, Kristina M	12/22/2005	9/15/2001
51	10582	Clanton, Ian P	3/20/2006	3/20/2006
52	1732	Vu, Thanh Q	4/5/2006	10/30/1999
53	4942	Purington, Nadine	4/12/2006	7/29/1998
54	11132	Meza, Aida G	1/31/2007	1/31/2007
55	1874	Winters, Christina L	6/21/2007	12/24/1999
56	11398	Rystwej, Monika	9/14/2007	9/14/2007
57	11566	Wollstein, Linda	10/4/2007	10/4/2007
58	11731	Fletcher, Barbara	1/16/2008	1/16/2008
59	8134	Harrison, Jessica C	2/4/2008	2/4/2008
60	10967	Wright, Jodell M	3/19/2008	3/19/2008
61	3219	Burke, Jay V	8/16/2008	11/15/1999
62	12257	Campos, Richard	9/15/2008	9/15/2008
63	13596	Kline-Johnson, Jocelyn R	3/16/2011	3/16/2011
64	12402	Baglioni, Michelle C	3/16/2011	3/16/2011
65	13593	Freeman Pruen, Jessica A	3/16/2011	3/16/2011
66	13598	Goyette, Cynthia C	3/18/2011	3/18/2011
67	253	Gebhardt, Patricia M	1/9/2012	4/6/1998
68	12608	Brown, Byron E	1/9/2012	6/1/2009
69	14072	Hopwood, Tiffany A	1/9/2012	1/9/2012
70	14045	Brissenden, Jennifer L	3/9/2012	3/9/2012
71	9110	Main, David L	11/20/2012	1/21/2009
72	14375	Vanderburg, Tosha L	11/24/2012	11/24/2012
73	1466	Murphy, Sheriod K	3/4/2013	7/1/1998
74	12657	Stevens III, James W	4/9/2013	9/7/2010
75	14887	Brown, Jamiel M	5/14/2013	5/14/2013
76	12471	Kim, Colleen S	6/3/2013	1/5/2009

ADDENDUM C, SENIORITY LISTING

77	15001	Irish, Kelly A	6/24/2013	6/24/2013
78	14841	Ramsey, Ronald G	6/30/2013	6/30/2013
79	15052	Reed, Rochelle M	7/15/2013	7/15/2013
80	15046	Skidmore, Andrew A	7/15/2013	7/15/2013
81	9227	Zilz, Erik A	8/19/2013	8/19/2013
82	7000	Johnson, Kelly L	9/25/2013	9/25/2013
83	15337	Greene, Flemming C	11/12/2013	11/12/2013
84	15377	Scott, Matthew M	12/2/2013	12/2/2013
85	15392	Earl III, Harley J	12/10/2013	12/10/2013
86	15443	Skokan, Jacob E	1/13/2014	1/13/2014
87	15099	Casey, Kristin R	6/24/2014	8/12/2013
88	14379	Fata, Paula C	8/12/2014	8/12/2014
89	15928	Allen, Stephanie M	8/18/2014	8/18/2014
90	15927	Garvin, Jeffrey D	8/18/2014	8/18/2014
91	15930	Yee, Kenneth K	8/18/2014	8/18/2014
92	15984	Semph, Marilu J	9/5/2014	9/5/2014
93	1344	Lively, Paul A	9/5/2014	9/5/2014
94	15981	Baxter, Matthew B	9/5/2014	9/5/2014
95	15179	Angelo, Anthony	10/6/2014	9/11/2013
96	16140	Plaza, Erik E	10/6/2014	10/6/2014
97	4463	Sandberg, James R	10/20/2014	10/20/2014
98	16245	Kelly, Colleen M	12/1/2014	12/1/2014
99	15423	Smykowski, Joelle L	12/3/2014	1/3/2014
100	16387	Kane, Amy L	2/5/2015	2/5/2015
101	16388	Garrett, Amie M	2/5/2015	2/5/2015
102	16920	Murphy, Brianne S	8/31/2015	8/31/2015
103	16937	Fischer, Holly L	9/8/2015	9/8/2015
104	17094	Hastings, Laura M	11/9/2015	11/9/2015
105	17090	Taylor, Brandon A	11/9/2015	11/9/2015
106	12489	Combs, Jennifer A	11/16/2015	7/7/2009
107	16730	Novinger, Kevin E	2/16/2016	2/16/2016
108	17398	Floyd, Haley J	4/7/2016	4/7/2016
109	17431	Enright, Megan E	4/20/2016	4/20/2016
110	17354	Randall, Maria J	4/21/2016	4/21/2016
111	15044	Weber, Sanya L	7/1/2016	8/28/2014
112	17677	Monahan, Trinity J	7/25/2016	7/25/2016
113	16532	Wenhold, Joseph P	10/12/2016	4/13/2015
114	17943	Beckwith, Lea M	10/24/2016	10/24/2016
115	10346	Cruz, Jamie L	12/14/2016	9/6/2005
116	17216	Bochsler, Elsie L	12/19/2016	12/19/2016
117	18059	Growden, Averyl I	1/3/2017	1/3/2017
118	18079	Jones, Alex C	1/13/2017	1/13/2017

ADDENDUM C, SENIORITY LISTING

119	18116	McCormack, Leotis S	1/30/2017	1/30/2017
120	18124	Kong, Vannak	2/6/2017	2/6/2017
121	13665	Lee, Meghan Jeanne H	5/1/2017	5/1/2017
122	14318	Bailey, John D	5/1/2017	5/1/2017
123	7412	Nguyen, Linda L	8/16/2017	8/19/2013
124	14992	Beckman, Ann M	9/6/2017	9/6/2017
125	10044	Vejar, Laura E	2/26/2018	3/20/2005
126	15480	Sofich, Rodney	2/26/2018	6/18/2014
127	17813	Page, Kari A	2/26/2018	11/28/2017
128	18843	Bailey, Eileen B	2/26/2018	2/26/2018
129	16227	Seel, Molly S	4/16/2018	4/16/2018

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**ADDENDUM D**  
**DRUG AND ALCOHOL POLICY**

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4 **1. Drug Free Workplace Act:** Multnomah County, in keeping with the provisions  
5 of 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  
9 governing holders of Commercial Drivers Licenses (CDLs) are included below, they  
10 are not comprehensive. CDL holders are responsible for complying with all laws, work  
11 rules, or 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  
16 vehicles, employees shall obey the work rules listed in "Section B" below. As with all  
17 work rules, violations may result in discipline per the provisions of Article 17,  
18 Disciplinary Action.

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

23 **B. Work Rules:**

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

26 **Employees shall:**

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

1 work place. The "work place" includes County vehicles and any other vehicle while  
2 being used for County business.

3 **b.** Not possess, consume, manufacture, distribute, cause to  
4 be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work place  
5 except when lawfully required as part of the job.

6 **c.** Not distribute, dispense or sell prescription medications  
7 except when lawfully required as part of the job.

8 **d.** Not possess or consume prescription medications without  
9 a valid prescription.

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

12 **Employees shall:**

13 **a.** Not use, possess, or distribute illegal drugs.

14 **b.** Not use or distribute alcohol without authorization.

15 **3. Fitness for duty:**

16 **Employees shall:**

17 **a.** Not report for duty while "under the influence" of alcohol or  
18 drugs. An individual is considered to be "under the influence" of alcohol if a  
19 breathalyzer test indicates the presence of alcohol at or above the .04% level. An  
20 individual is considered to be "under the influence" of drugs when testing indicates the  
21 presence of controlled substances at or above the levels applying to CDL holders.

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

25 **c.** Comply with legally mandated occupational requirements,  
26 whether or not they are specifically included in this policy. For example, by law holders  
27 of CDLs may not perform safety sensitive functions, such as driving, at or above the  
28 .02% level.

29 **d.** Not be absent from work because of the use of alcohol or  
30 illegal drugs, or because of the abuse of prescription or non-prescription medications,

1 except when absent to participate in a bona fide assessment and rehabilitation  
2 program while on FMLA and/or OFLA leave.

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

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

14 **4. Cooperation with Policy Administration**

15 **Employees shall:**

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

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

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

28 d. Complete any assessments or treatment programs  
29 required under this Policy.



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

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

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

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

14           **C.     Levels of Discipline:**

15                   1.     The level of discipline imposed on non-probationary employees  
16 for violation of the Alcohol and Drug Policy Work Rules above or other violations  
17 resulting from the use of alcohol or drugs will be according to the provisions of Article  
18 15, Discipline and Discharge.

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

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

- 26                           a.     Carrying firearms,
- 27                           b.     Work in the criminal justice system,
- 28                           c.     Responsibility for public safety or the safety of co-workers,
- 29                           d.     Handling narcotics or other controlled substances,
- 30                           e.     Handling hazardous equipment or materials,
- 31                           f.     Influencing the behavior of minors, and

1 g. Holding a Commercial Driver's License.

2 4. In instances in which the County determines that an employee's  
3 conduct warrants termination, the County may offer the employee continued  
4 employment under the terms of a Last Chance Agreement if there are mitigating  
5 circumstances, such as substances abuse dependence or other good cause. An  
6 example of a Last Chance Agreement is included as an attachment to this Addendum.

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

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

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

16 iii. The signatures of the employee's supervisor, the  
17 employee, and the employee's Federation representative.

18 b. The offer of a Last Chance Agreement will not set  
19 precedent for the discipline of other employees in the future. Any discipline  
20 incorporated in a Last Chance Agreement may not be grieved under the provisions of  
21 Article 16, Settlement of Disputes.

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

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

29 2. The County will verify employees' attendance, and that the  
30 assessment and treatment have been completed. This verification and any other  
31 information concerning alcohol and drug dependency will be treated as confidential

1 medical information per applicable state and federal law and County Administrative  
2 Procedures.

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

5           **E. Return to Work Testing:**

6           Employees who test positive for being "under the influence" of drugs will  
7 be required to test negative before returning to work. (Note that Federal law requires  
8 CDL holders performing safety sensitive functions to undergo return to work testing  
9 after a positive alcohol or drug test.)

10 **4. Testing:**

11           **A. Basis for Testing:**

12           **1. All employees may be tested:**

13                   **a.** Based on reasonable suspicion of being "under the  
14 influence" of alcohol or prohibited drugs;

15                   **b.** Before returning to work after testing positive for being  
16 "under the influence" of alcohol or drugs, or

17                   **c.** As part of a program of unannounced follow-up testing  
18 provided for in a Last Chance Agreement.

19           **2.** An employee applying for a different County position will be  
20 subject to testing on the same basis, and using the same procedures and methods, as  
21 outside applicants.

22           **B. Establishing Reasonable Suspicion:**

23           **1. Definition:**

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

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

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

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

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

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

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

25                   **C.     Testing Methodology:**

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

30                   **1.     Drug Testing**

1                   **a.**     Drug tests are conducted using urine specimens. In  
2 accordance with CDL standards, the County will contract with a medical doctor trained  
3 in toxicology to act as an MRO (Medical Review Officer). In the case of positive tests,  
4 the MRO will attempt to contact employees to review preliminary positive test results  
5 with employees and any relevant health care providers before the results are reported  
6 to the County. Based on his or her professional judgment, he or she may change the  
7 preliminary test result to negative. The County will not be able to distinguish a test  
8 result that is negative by MRO intervention from any other negative result.

9                   **b.**     In addition to compliance with federal guidelines, the  
10 following safeguards will also be applied:

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

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

22                   **2. Alcohol Testing**

23                   **a.**     Alcohol tests are conducted using a breathalyzer screening  
24 test. Employees who test 0.02 or higher will be required to submit to a confirmation  
25 test. Test results will be issued only to the County's Drug and Alcohol Policy  
26 Coordinator. The results will be sent by certified mail or hand-delivered to the employee  
27 within three (3) working days of receipt of the results by the County.

28                   **b.**     Alcohol confirmation tests are considered final, they may  
29 not be appealed.

1                   **3.**     Test reports are medical records, and will be handled according  
2 to applicable state and federal law and County Administrative Procedures which insure  
3 the confidentiality of such records.

4     **5.     Definitions:**

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

8                   **B.     Controlled Substance:** All forms of narcotics, depressants, stimulants,  
9 analgesics, hallucinogens, and cannabis, as classified in Schedules I-V under the  
10 Federal Controlled Substances Act (21 USC § 811-812) as modified under ORS  
11 475.035, whose sale, purchase, transfer, use, or possession is prohibited or restricted  
12 by law.

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

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

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

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

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

30                   **H.     On Duty:** The period of time during which an employee is engaged in  
31 activities which are compensable as work performed on behalf of the County, or the

1 period of time before or after work when an employee is wearing a uniform, badge, or  
2 other insignia provided by the County, or operating a vehicle or equipment which  
3 identifies Multnomah County.

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

6 **J. Reasonable Suspicion of Being Under the Influence of Drugs or**  
7 **Alcohol:** See "Section 4. B. 1. a" above.

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

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

13 **M. Under the Influence of Drugs:** See "Section 3. B. 3" above.

14 **6. Sample Last Chance Agreement**

15  
16 **LAST CHANCE AGREEMENT**

17  
18 The following agreement is entered into between Multnomah County, FOPPO and the  
19 Employee. Failure on the part of the employee to meet the expectations below will  
20 result in the termination of his or her employment with the County.

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

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

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

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

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

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

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

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

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

21

22 Disciplinary Action

23 I understand that the disciplinary action imposed in the attached letter may not be  
24 grieved under the grievance procedure in the Federation of Oregon Parole and  
25 Probation Officers' contract and that if I violate this Last Chance Agreement FOPPO  
26 will not grieve my violation.

27

28 Personal Commitment

29 I pledge and agree to abide by the terms of this agreement. I understand that a violation  
30 of or noncompliance with any of these terms will result in my being terminated. Further,  
31 I pledge to remain free of all illegal drugs and also not to abuse legal drugs (including



1 alcohol). I hereby consent to the County's contacting any treatment or health care  
2 provider who may have information on my alcohol or drug dependency condition and/or  
3 compliance with the terms of this agreement and authorize the provider to furnish such  
4 information to the County.

5  
6 I understand the terms and conditions of this letter. I also understand that, except as  
7 expressly stated in this agreement, my terms and conditions of employment will be  
8 determined by the County's policies and rules, and that this agreement does not  
9 guarantee me employment for any set period of time. I have had sufficient time to study  
10 it away from the work place and to consult anyone I desire about it. I sign it free of any  
11 duress or coercion. This letter will become part of my personnel file.

12  
13  
14 \_\_\_\_\_  
15 (Employee) (Date)

\_\_\_\_\_ (Date)  
(Managerial Employee with  
Disciplinary Authority)\*\*

16  
17  
18 \_\_\_\_\_  
19 (FOPPO Representative) (Date)  
20 (Date)

\_\_\_\_\_ (Employee's Immediate Supervisor\*\*\*)

21  
22  
23 \_\_\_\_\_  
24 (Multnomah County (Date)  
25 Labor Relations, if applicable\*)

26  
27 Footnotes:

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

29 \*\* Always necessary.

30 \*\*\* Optional in cases in which immediate supervisor does not have termination  
31 authority.

---

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**ADDENDUM E**  
**TEMPORARY EMPLOYEES**

---

---

1  
2  
3  
4 The Department agrees to the following terms concerning its usage of temporary  
5 employees:

6  
7       Temporary parole officers shall meet Multnomah County Parole and Probation  
8 Officer minimum qualifications.

9       An Additional background check will be performed that meets PPO standards  
10 prior to assignment.

11       A temporary identification card will be provided to the employee.

12       No badge will be assigned to a temporary employee.

13       Temporary employees will be used in accordance with Article 1, CBA.

14       Temporary employees will be provided orientation with CJM, including review  
15 of Parole and Probation officer policies and Probation/Parole Officer Requirements  
16 for Temporary Assignments and Temporary Employments.

17       Temporary employees will be sworn in by the Assistant Director or designee.

18       CJMs will conduct an exit performance evaluation on Temporary PPOs at the  
19 end of each assignment.

20  
21 The Department agrees that temporary parole officer duties are enumerated, but not  
22 limited to, the duties outlined below.

23       Signing of affidavits requesting warrants from the Court.

24       Imposing of sanctions and interventions with manager or designee signature.

25       Filing of detainers with manager or designee signature (not on after-hours call  
26 list).

27  
28 The Department and FOPPO agree that the following are prohibited duties for  
29 temporaries:

30       No field work.

31       No arrests or assisting with arrests.

- 1 No searches or assisting with searches.
- 2 Not authorized to carry a firearm, ASP baton or OC Spray.
- 3 Not authorized to use of force above officer presence and verbal commands
- 4 except in exigent circumstances.

5

6 The Department and FOPPO agree that the Department's goal each year will be to

7 limit use of temporaries to 2% of parole and probation hours per year.

8 The Department agrees that there will be no roving temporary parole officers.

9  
10  
11  
12  
13

*PROBATION/PAROLE OFFICER REQUIREMENTS  
FOR TEMPORARY ASSIGNMENTS AND TEMPORARY EMPLOYEES*

**REQUIREMENTS:**

- 1) Meet Multnomah County Parole and Probation Officer minimum qualifications.
- 2) Additional background check to meet PPO standards prior to assignment. (Criminal History Check).
- 3) Temporary Identification Card [if not a permanent county employee].
- 4) No badge will be assigned.
- 5) Temporary PPOs will be used in accordance with the agreements with the Federation, County, and Article 1, CBA.
- 6) Orientation with CJM, including review of Parole and Probation policies and Probation/Parole Office Requirements for Temporary Assignments and Temporary Employments (Temporary PPO Matrix).
- 7) Sworn in by the Assistant director or designee
- 8) CJMs will conduct an exit performance evaluation on Temporary PPOs at end of each assignment.

**AUTHORIZED DUTIES (BUT NO LIMITED TO):**

- 1. Can sign affidavits requesting warrants from Court.
- 2. May impose sanctions and interventions with manager or designee signature.
- 3. May file detainers with manager or designee signature (not on after-hours call list).
- 4.

**PROHIBITED DUTIES:**

- 1. No arrests or assisting with arrests
- 2. No searches or assisting with searches.
- 3. Not authorized to carry a firearm, ASP baton or OC Spray
- 4. Not authorized to use of force above officer presence and verbal commands except in exigent circumstances.
- 5. No field work.

14

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---

**SIGNATURE PAGE**

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IN WITNESS WHEREOF, The Parties hereto have set their hands this 14<sup>th</sup> day of June, 2018  
FEDERATION OF OREGON PAROLE AND PROBATION OFFICERS:      MULTNOMAH COUNTY, OREGON:

By Patrick Brasesco  
Patrick Brasesco, President

By Deborah Kafoury  
Deborah Kafoury, Chair

By Sharon Meieran  
Sharon Meieran, Commissioner

By Loretta Smith  
Loretta Smith, Commissioner

By Jessica Vega Pederson  
Jessica Vega Pederson, Commissioner

By Lori Stagnann  
Lori Stagnann, Commissioner

By Steve March  
Steve March, Auditor

NEGOTIATED BY:

By Jeff Heinrich  
Jeff Heinrich  
Labor Relations  
Multnomah County, Oregon

REVIEWED:

County Attorney  
For Multnomah County, Oregon  
By Kathryn A. Short  
Kathryn A. Short  
Deputy County Attorney

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