
2017-2021



AGREEMENT

between

Multnomah County, Oregon,

The Multnomah County District Attorney

and

Multnomah County Prosecuting Attorneys Association



**2017-2021
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
MULTNOMAH COUNTY PROSECUTING ATTORNEYS
ASSOCIATION**



**LABOR RELATIONS SECTION
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AGREEMENT

Between

MULTNOMAH COUNTY, OREGON,

THE MULTNOMAH COUNTY DISTRICT ATTORNEY,

And

MULTNOMAH COUNTY PROSECUTING ATTORNEYS ASSOCIATION



ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, the Multnomah County District Attorney, hereinafter referred to as the District Attorney, and the Multnomah County Prosecuting Attorneys Association, hereinafter referred to as the Association.

The purpose of this Agreement is to set forth those matters pertaining to compensation and working conditions subject to limitations of ORS 8.610 to 8.850 as is consistent with the County's objective of providing services to the public of Multnomah County.

The parties agree as follows:

ARTICLE 2

RECOGNITION AND ASSOCIATION SECURITY

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

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

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

B. Association Security /Check Off

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

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

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

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

c) A monthly service fee, in-lieu-of-dues, for any member of the bargaining unit who has not joined the Association within thirty (30) days of hire. This in-lieu-of-dues (service fee) shall be segregated by the Association and used on a pro rata basis solely to defray the cost of its services in negotiation and administering this contract.

1 **3.** The amount of monthly in-lieu-of-dues (service fee) shall be set at the
2 amount of dues generally deducted, less any present or future service or benefit not enjoyed
3 by non- Union members of the bargaining unit.

4 **4.** The Association expressly agrees that it will safe-guard the rights of non-
5 association of employees, based upon bona fide religious tenets or teachings of a church or
6 religious body of which such employee is a member. Any such employee shall pay the in-
7 lieu-of-dues payment to a non-religious charity mutually agreed upon by the employee
8 making such payment and the Association, or the employee may request that such in-lieu-
9 of-dues payment not be deducted and shall make such payment to a charity as heretofore
10 stated and shall furnish written proof to the Association and the County, when requested
11 that this has been done.

12 **5.** In-lieu-of-dues payment (service fee) shall be segregated from regular
13 Association dues for accounting purposes.

14 **6.** Funds derived from in-lieu-of-dues payment (service fee) shall not be
15 expended for political purposes by the Association.

16 **7.** The Association Agrees to provide a system so that any employee who
17 objects to the expenditure of a portion of the in-lieu-of-dues payment (service fee) for
18 ideological reasons can request and receive a rebate of such payment.

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

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

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

5 **C. Definition of Deputy District Attorney**

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

14 **D. Certified Law Students**

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

19 **E. Volunteer Program and Jury Trial Experience Program**

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

ARTICLE 3**MANAGEMENT RIGHTS**

1
2
3 The District Attorney shall retain the exclusive right to exercise the customary
4 functions of management including, but not limited to, directing the activities of the office and
5 its employees; determining the levels of service and methods of operation and the
6 introduction of new equipment; the right to hire, layoff, transfer, and promote; to discipline or
7 discharge; to determine work schedules and assign work; and any other such rights not
8 specifically referred to in this Agreement. Management rights, except where abridged by
9 specific provisions of this Agreement or general law, are not subject to the grievance
10 procedure.

ARTICLE 4**NO STRIKE CLAUSE**

1
2
3 No employee covered by this Agreement shall engage in any work stoppage,
4 slowdown, picketing, or strike at any County facility or at any location where County services
5 are performed during the life of this Agreement. If any such work stoppage, slowdown,
6 picketing, or strike shall take place, the Association will immediately notify such employees
7 so engaging in such activities to cease and desist, and it shall publicly declare that such
8 work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is
9 unauthorized. Employees in the bargaining unit, while acting in the course of their
10 employment, shall not refuse to cross any picket line established by any labor organization
11 when called upon to cross such picket line in the line of duty as required by the District
12 Attorney to fulfill the professional functions of the office.

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

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

1 **ARTICLE 5**

2 **SETTLEMENT OF DISPUTES**

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

6 **1. Step I:** After first attempting to resolve the grievance informally with
7 the employee's immediate supervisor, any employee, with notice to the Association in
8 writing, or the Association may present in writing such grievance to the appropriate Chief
9 Deputy, within fifteen (15) working days of its occurrence; if at that time the individual
10 employee or his or her representative is unaware of the grievance, it may be presented
11 in writing fifteen (15) working days of the time the employee first has knowledge or should
12 have had knowledge of its occurrence. The written notice shall include the name of the
13 grievant, a statement of the grievance and relevant facts, applicable provisions of this
14 Agreement alleged to have been violated, and remedies sought. The Chief Deputy shall
15 respond to the grievant or his or her representative, and the Association, in writing within
16 fifteen (15) working days.

17 **2. Step II:** If the grievance has not been answered or resolved at Step I,
18 it may be presented, in writing, by the grievant, or the Association, to the District Attorney,
19 or his or her designee(s), within fifteen (15) working days after the response of the Chief
20 Deputy is due. The District Attorney, or his designee(s), shall respond in writing to the
21 grievant or his or her representative, and the Association, within fifteen (15) working days.

22 **3. Step III:** If the grievance has not been answered or resolved at Step II,
23 it may be presented in writing by the Association on behalf of the grievant, or by the
24 Association, to Central Human Resources Labor Relations within fifteen (15) working
25 days from the date after the Step II response of the District Attorney is due. Labor
26 Relations shall respond in writing to the grievant and the Association within fifteen (15)
27 working days.

28 **4. Step IV:**
29 **(A)** If the grievance involves the termination of a member pursuant to
30 ARTICLE 17 - JUST CAUSE and the grievance still remains unresolved, the Association
31 may submit the matter in writing to binding arbitration but must do so within fifteen (15)

1 working days after the Step III response from Labor Relations is due.

2 **(B)** If the grievance does not involve the termination of a member pursuant
3 to ARTICLE 17 – JUST CAUSE and the grievance still remains unresolved, the
4 Association may submit the matter for resolution through the Employment Relations
5 Board (ERB) ULP process using and relying upon the provisions of the Public Employee
6 Collective Bargaining Act.

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

10 **B. Arbitration (Article 5.A.4.(A))**

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

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

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

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

31 **5.** The arbitrator's decision shall be final and binding, but the arbitrator shall

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

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

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

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

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

27 **10.** Upon mutual agreement, in writing by the Association and the County, at
28 the conclusion of the evidentiary portion of the arbitration, in lieu of closing argument
29 briefs, the parties may make oral closing arguments. If the parties mutually agree to oral
30 closing arguments, the parties will allow the arbitrator the option to issue an oral bench
31 decision. If the Arbitrator chooses to issue an oral bench decision then such oral bench

1 decision shall be recorded and transcribed by the parties as the formal arbitration award
2 of the arbitration. If the Arbitrator chooses to issue an oral bench decision, the arbitrator
3 shall issue their oral bench decision within a reasonable time after the conclusion of the
4 arbitration but within at least four (4) hours of the conclusion of the arbitration hearing.

5 **C. Association Representatives**

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

13 **D. Processing Grievances**

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

17 **E. Interpretation**

18 This article is not intended to limit any remedy at law available to the Association, any
19 of its members, the District Attorney, or Multnomah County to enforce the terms of this
20 contract.

ARTICLE 6**NO DISCRIMINATION**

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2
3 **No Discrimination** The provisions of this Agreement shall be applied equally to
4 all employees in the bargaining unit without discrimination as to age, marital status, race,
5 color, sex, creed, religion, national origin, sexual orientation, political affiliation, gender
6 identity or expression, or other lawfully recognized protected status. It is further agreed that
7 there will be no discrimination against the disabled unless bona fide job-related reasons
8 exist as provided by the Americans with Disabilities Act as amended and rules promulgated
9 under its terms.

ARTICLE 7
COMPENSATION AND BENEFITS

A. Compensation

1. **Intent** The salary matrix, responsibility levels, and administrative policies set forth herein are intended to promote selection and retention of qualified individuals to perform quality prosecutorial services. Deputy District Attorney compensation and benefits shall be consistent with the terms of this agreement.

2. **Salaries**

a. **July 1, 2017**

Effective and retroactive to July 1, 2017, the salary rates and ranges covered by this Agreement and in effect on June 30, 2017, shall be increased 4.2%.

b. **July 1, 2018**

(1) Effective July 1, 2018, the salary rates and ranges covered by this Agreement and in effect on June 30, 2018, shall be increased 5.6%.

(2) **Salary Schedule Adjustment** Effective July 1, 2018, the salary matrix will be adjusted in the following manner:

i. A step will be added to the top of the DDA 2 salary range five percent (5%) higher than the current top step;

ii. The first step of the DDA 3 salary range will be eliminated, and a step added to the top of the DDA 3 salary range five percent (5%) higher than the current top step. This salary matrix adjustment is not intended to result in a five percent (5%) salary increase, except where required due to a member being presently located in the DDA 3 Step A when it is eliminated, in which case that member will be placed at the new first step of the DDA 3 range. Other than that, employees will remain at their current salary rate, as adjusted for CPI and Market Adjustment, so the net effect of this Salary Schedule change will be an additional step being available 5% higher than the current top step.

iii. Members shall continue to receive merit increases pursuant to Article 7, Section 3(b), during this elimination. Employees in the DDA 2 and DDA 3 classifications currently at the top step who qualify for a meritorious increase of salary in calendar year 2018 but whose evaluation occurs prior to the effective date of

1 this elimination shall receive Merit step increases to their respective new top step as of
2 the effective date on July 1, 2018.

3 **c. July 1, 2019**

4 **(1) CPI Formula** Effective July 1, 2019 the rates and ranges
5 covered by the Agreement and in effect June 30, 2019, shall be increased by the percentage
6 increase in the **West – Size A** Consumer Price Index for Urban Wage Earners and Clerical
7 Workers (**West – Size A** CPI-W), second half of 2017 to the second half of 2018 as reported
8 in February 2019), with a minimum increase of one percent (1%) and a maximum increase
9 of four percent (4%).

10 **(2) Market Adjustment** Effective July 1, 2019, each step on the
11 salary schedule, after adjustment based upon the CPI formula, shall be increased by an
12 additional three percent (3%).

13 **(3) Reopener** If the County's estimated general fund resources
14 in the executive budget for FY 2018-2019 fall fifteen percent (15%) or more below the
15 estimated general fund resources in the preceding year's executive budget, the terms of
16 Subsection A.2.c. above shall not be implemented and negotiations will commence on or
17 before April 15, 2019, for substitute terms for Article 7, Subsection A.2.c.

18 **d. July 1, 2020.**

19 **(1) CPI Formula** Effective July 1, 2020, the rates and ranges
20 covered by the Agreement and in effect June 30, 2020, shall be increased by the
21 percentage increase in the **West – Size A** Consumer Price Index for Urban Wage Earners
22 and Clerical Workers (**West – Size A** CPI-W), second half of 2018 to second half of
23 2019, with a minimum increase of one percent (1%) and a maximum increase of four
24 percent (4%).

25 **(2) Market Adjustment** Effective July 1, 2020, each step on the salary
26 schedule, after adjustment based upon the CPI formula, shall be increased by an
27 additional two percent (2%).

28 **3. Salary Administration** Except as abridged by the specific terms of this
29 Agreement, the District Attorney shall have sole responsibility for determining future
30 allocation of bargaining unit members to the salary matrix and for determining the rate of
31 advancement subject to the following guidelines:

1 **a.** Responsibility levels set forth in Addendum B shall serve as a guide in
2 determination of the allocation of individuals to Levels I, II, III, or IV of the salary matrix. Any
3 dispute as to the application of this sub-section shall be resolved under the terms of Article
4 5, Sections A and B, Settlement of Disputes.

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

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

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

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

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

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

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

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

5 **5. Promotions, Rotations, and Demotions**

6 **a. Definitions**

7 **(1) Promotion** Advancement in responsibility intended to
8 be of a permanent duration.

9 **(2) Rotation** A temporary change in responsibility for a
10 designated period of time after which the deputy will resume his or her original
11 responsibilities.

12 **(3) Demotion** A reduction in responsibility intended to be
13 of a permanent duration.

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

17 **c. Rotations**

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

24 **(2)** The duration of a temporary rotation is intended to be up
25 to 270 calendar days, and in any event shall not be more than 365 calendar days without
26 written mutual agreement of the parties.

27 **(3)** A temporary rotation extension past 270 days and up to
28 365 days shall not occur unless the employee being considered for a temporarily extension
29 has received a written performance evaluation within sixty (60) days of the expiration of the
30 270 day rotation.

1 **(4)** An employee may not be assigned to consecutive
2 temporary rotation assignments unless there is written agreement of the District Attorney
3 and the Association President. A consecutive temporary rotation assignment agreement
4 shall include the finite duration of the consecutive temporary rotation and may not be
5 implemented unless the employee being considered for a consecutive temporary rotation
6 has received a written performance evaluation within thirty (30) days of the expiration of a
7 365 day rotation.

8 **d. Demotions** Should a Deputy be demoted to a lower level of job
9 responsibility, his salary may be reduced according to the degree of demotion consistent
10 with the salary matrix. The District Attorney shall give notice of intent to demote in writing to
11 the affected Deputy.

12 **B. Benefits**

13 **1. Annual Leave**

14 **a. Accrual** Each employee shall accrue vacation in accordance with the
15 below cited schedule. Vacation time on the books of the District Attorney's office as of June
16 30, 1987, from prior system conversions shall be honored and shall not be applied to the
17 cumulative maximums cited below.

18 **(1)** Less than two (2) years (4,176 hours) of County service: 0.0462
19 hours per hour worked (twelve (12) days per year), cumulative to a maximum of two hundred
20 (200) hours.

21 **(2)** Two (2) years (4,176 hours) but less than five (5) years (10,440
22 hours) of County service: 0.0654 hours per hour worked (seventeen (17) days per year),
23 cumulative to a maximum of two hundred and forty (240) hours.

24 **(3)** Five (5) years (10,440 hours) but less than eight (8) years
25 (16,704 hours) of County service: 0.0846 hours per hour worked (twenty-two (22) days per
26 year), cumulative to a maximum of three hundred and twenty (320) hours.

27 **(4)** Eight (8) years (16,704 hours) but less than fifteen years of
28 County service: 0.1038 hours per hour worked (twenty-seven (27) days per year),
29 cumulative to a maximum of four hundred and thirty-two (432) hours.

1 **(5)** Fifteen (15) years (31,200 hours) or more of County service:
 2 0.1038 hours per hour worked (twenty-seven (27) days per year), cumulative to a maximum
 3 of five hundred (500) hours.

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

<u>Years of Service</u>	<u>Hours Accrued Per Pay Period (24 periods)</u>	<u>Hours Accrued Per Year</u>	<u>Maximum Hours Accruable</u>
Less than 2	4	96	200
2 up to 5	5.67	136	240
5 up to 8	7.33	176	320
8 up to 15	9.0	216	432
15 or more	9.0	216	500

10
 11 **b. Part-Time**

12 **(1)** Part-time permanent employees shall accrue vacation based
 13 on service years in accordance with the above schedule, e.g., a five (5)-year employee
 14 working half time would be eligible for approximately eighty-eight (88) hours per year.

15 **(2)** Part-time employees will accrue annual leave on a pro-rata
 16 basis based on their assigned FTE.

17 **(3)** Determination of service years shall be in accordance with the
 18 specific terms or practice applied to exempt employees.

19 **c. Leave of Absence Accrual** Vacation leave shall not accrue during a
 20 leave of absence without pay.

21 **d. Payoff**

1 **(1)** After one thousand and forty (1,040) hours of County service,
 2 unused accrued earned vacation time shall be paid to the employee at his or her regular
 3 rate of pay at the time of separation from service, provided that the maximum payoff shall
 4 be one hundred and twenty (120) hours except for vacation accrued and available prior to
 5 the implementation of the entitlement program and still unused at the time of the employee's
 6 termination.

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

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

17 **e. Death Benefit** Regardless of length of County service, in the event
 18 of death of an employee, unused accrued vacation time shall be paid the employee's heirs
 19 at his or her regular rate of pay. Except as otherwise provided by Oregon Law, such payment
 20 shall be paid directly to an employee's beneficiary as designated on the employee's Life
 21 Insurance enrollment card.

22 **2. Sick Leave** Sick leave is an absence with pay which may be used when
 23 the employee is directly affected by any of the health conditions listed below, or when
 24 specified others are affected by the conditions listed, and require the employee's care.

25 Specified others:

- 26 • Members of the employee's immediate household: or
- 27 • The employee's spouse, parents, or children as defined in the federal
 28 Family and Medical Leave Act (hereinafter referred to as the "FMLA"); or
- 29 • The employee's parents-in-law as defined in the Oregon Family Leave Act
 30 (hereinafter referred to as "OFLA") ; or

- 1 • The employee's domestic partner as designated in an Affidavit of
- 2 Domestic Partnership submitted to Employee Benefits; or
- 3 • The children and parents of such domestic partner, defined as if the
- 4 domestic partner were the employee's spouse.

5 Covered health conditions:

- 6 • Any condition covered by FMLA or OFLA; or
- 7 • Any other illness, injury, or quarantine based on exposure to contagious
- 8 disease; or
- 9 • Medical and dental appointments.

10 **a. Accrual**

11 (1) Employees shall accrue sick leave at the rate of .0461 hours for

12 each hour worked. Sick leave may be accrued on an unlimited basis.

13 (2) Full-time employees shall accrue sick leave at the rate of ninety-

14 six (96) hours per calendar year which will be accrued at four (4) hours per pay period. Part-

15 time employees will accrue sick leave on a pro-rata basis, based on assigned FTE. For

16 example, a half time (.50 FTE) employee will accrue sick leave at the rate of two (2) hours

17 per pay period. In the event the County changes the frequency of pay periods, the sick leave

18 pay period accrual rate shall be the number of hours earned per calendar year (96) divided

19 by the number of pay periods per calendar year.

20 **b. Unused Entitlements** Employees shall, in addition to any accruals

21 earned, be entitled to any unused entitlement which may be on the books of the District

22 Attorney's Office as of June 30, 1990, from prior system conversions.

23 **c. Workers' Compensation Supplement** In the event an employee

24 suffers an occupational injury, illness, or disease, salary continuation shall only be paid in

25 an amount equal to the difference between the Workers' Compensation payment and one

26 hundred percent (100%) of the employee's biweekly net take-home pay. The terms and

27 limitations of such payment shall be in accordance with the Local 88 Agreement regarding

28 this matter in effect at the time of injury.

29 **3. Bereavement Leave** An employee shall be granted not more than three (3)

30 days leave of absence with full pay in the event of a death in the immediate family or

31 immediate household of the employee to make household adjustments or to attend funeral

1 services. If such funeral is beyond three hundred and fifty (350) miles, the employee may
2 be granted up to three (3) additional days with pay. For purposes of bereavement leave, an
3 employee's immediate family shall be defined as his or her spouse, or domestic partner,
4 parents, step-parents, children, step-children, siblings, step-siblings, grandchildren,
5 grandparents, brother-in-law, sister-in-law and the parents, step-parents, children, siblings,
6 step-siblings and grandparents of his or her spouse or domestic partner. Immediate
7 household shall be defined as any person residing at the employee's residence on a regular
8 basis. In relationships other than those set forth above, under exceptional circumstances,
9 such leave of absence may be granted by the District Attorney upon request.

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

- 12 • Any day the President of the United States and/or the Governor of
13 Oregon declares a holiday for all employees employed in the public
14 sector.
- 15 • New Year's Day (January 1st).
- 16 • Rev. Dr. Martin Luther King's Birthday (3rd Monday in January).
- 17 • Washington's Birthday (3rd Monday in February).
- 18 • Memorial Day (last Monday in May).
- 19 • Independence Day (July 4).
- 20 • Labor Day (1st Monday in September).
- 21 • Veteran's Day (November 11).
- 22 • Thanksgiving Day (4th Thursday in November).
- 23 • Christmas Day (December 25), or with supervisory approval, this day
24 may be traded for any other religious holiday during the fiscal year,
25 provided the employee uses paid leave for December 25.
- 26 • Eight (8) hours to be used between Thanksgiving Day and New Year's
27 Day or for any religious holiday during the fiscal year. Eight (8) hours
28 will be prorated for part-time employees based on their normal FTE.

29 **5. Family Leave**

30 **a. Parental Leave** The parties agree that accrued paid leave followed
31 by the use of unpaid leave may be utilized for parental leave purposes in accordance with

1 the County's Family Medical Leave Act policy in effect as of July 1, 2005, (County Policy No.
2 2-60) and as allowed by Oregon's Family Leave Act (OFLA) and/or the federal Family
3 Medical Leave Act (FMLA).

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

7 **c. Sequencing of Leaves** Unless otherwise allowed by law, the use of
8 accrued leave and leave without pay shall be exhausted in the following sequences:

9 **(1)** Leave for illness or injury, that does not qualify for FMLA/OFLA
10 will be taken in the following order:

11 **(a)** Sick Leave until exhausted;

12 **(b)** All other accrued paid leave, sequenced at the
13 employee's option, until all other accrued paid leaves are exhausted;

14 **(c)** Leave without pay.

15 **(2)** Leave that qualified under FMLA and/or OFLA will be taken in
16 the following order:

17 **(a)** Paid accrued leave until it is exhausted; employees will
18 determine what order paid accrued leave is used;

19 **(3)** Leave for other purposes will be taken in the following order:

20 **(a)** Paid accrued leave, sequenced at the employee's
21 option, until all paid accrued leave is exhausted.

22 **(b)** Leave without pay.

23 **6. Retirement**

24 **a.** Each eligible employee shall be a member of the Oregon Public
25 Employee Retirement System (PERS) and/or the Oregon Public Service Retirement Plan
26 (OPSRP) pursuant to ORS 238 and 238A subject to the terms and conditions of the
27 Integration Agreement between PERS and the County. The County shall "pick up" the
28 employee contribution to PERS (6%) and/or OPSRP as permitted by ORS 238.205(5)(a)
29 and ORS 238A.335.

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

1 **c.** Employees who retire from the County shall be entitled to maintain their
2 group medical insurance benefits subject to timely payment of fifty percent (50%) of the
3 premium for such coverage until such time as the person is eligible for Medicare, subject to
4 the specific terms and limitations of Ordinance 629 applying to exempt employees or its
5 successor.

6 **d.** The County shall “pick up” the employee contribution to PERS and
7 OPSRP as permitted by ORS 238.205 and ORS 238A.335(1). Should for any reason the
8 “employer pick-up” no longer be legally available, the County shall, on the last payroll period
9 prior to the elimination of the “employer pick-up”, increase employee wages by six percent
10 (6%).

11 **7. Deferred Compensation** The County will make available to members of the
12 Association a deferred compensation plan.

13 **8. Life Insurance** The County agrees to provide each employee covered by
14 this Agreement with term life insurance in the amount one times (1x) their annual salary up
15 to a maximum of fifty thousand dollars (\$50,000). Retirees of Multnomah County with at
16 least ten (10) years of service with the Office of the District Attorney (Multnomah County)
17 will be provided with two thousand dollars (\$2,000) term life insurance coverage during the
18 period of time they receive pension benefits. Employees will designate their beneficiaries.
19 Employees, at their option, may purchase from the same life insurance carrier supplemental
20 term life insurance by payroll deduction with premiums varying according to age of the
21 employee. Insured employees will be provided a certificate evidencing such insurance.

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

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

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

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

8 **11. Mileage** Employees shall be reimbursed for mileage in accordance with
9 the same terms and limitations as exempt employees.

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

13 **13. Catastrophic Leave Program** The Parties recognize that a Catastrophic
14 Leave Program has been implemented which allows the donation of vacation leave to ill or
15 injured employees who have exhausted all paid leave. This program may be terminated only
16 subject to the terms and conditions of the implementing Ordinance.

17 **14. Longevity Pay** Effective July 1, 2018, employees who have completed
18 fourteen (14) years of cumulative employment as a Multnomah County Deputy District
19 Attorney shall be entitled to one and one-half percent (1.5%) longevity pay added to their
20 matrix salary rate. Employees who have completed twenty (20) years of cumulative
21 employment as a Multnomah County Deputy District Attorney shall be entitled to an
22 additional one and one-half percent (1.5%) longevity pay, for a total longevity premium of
23 three percent (3.0%) above their matrix salary rate.

ARTICLE 8

HEALTH AND WELFARE

A. Medical and Dental Insurance

1. Contribution Toward Insurance Premiums

a. Full-Time employees

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

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

2017-2019 Health Plans	County Contribution	Full-Time Employee Contribution
Moda Performance Plan	Cost of Preferred or Kaiser	Difference between Preferred/Kaiser & Performance
Moda Preferred Plan	100%	0%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	100%	0%

2020- Health Plans	County Contribution	Full-Time Employee Contribution
Revised Moda Plan - PPO 400	100%	0%
Moda Major Medical Plan	100%	0%
Kaiser Medical Plan (revised)	100%	0%

Employees may choose to participate in the Moda Performance Plan, but employee will pay the difference between what the County pays for either the Moda Preferred Plan or the Kaiser Plan (whichever has the higher County payment) and Moda Performance Plan.

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

3 **(3) Dental Plan** Effective upon ratification and for the term of this
4 Agreement, the County agrees to contribute monthly on behalf of each full-time eligible
5 employee the monthly premium for one (1) of the dental plans offered by the County, as
6 selected by the employee as follows:

2017-2019 Dental Plans	County Contribution	Full-Time Employee Contribution
Delta Dental Plan	100%	0%
Kaiser Dental Plan	100%	0%
Willamette Dental Group Plan	100%	0%

8

2020- Dental Plans	County Contribution	Full-Time Employee Contribution
Delta Dental Plan (revised)	100%	0%
Kaiser Dental Plan (revised)	100%	0%
Willamette Dental Group Plan	100%	0%

9

10 This agreement by the County to pay the monthly dental premium shall continue for
11 the term of this Agreement.

12 **b. Part-Time employees**

13 **(1) Part-Time Employee – Definition** Employees who are
14 regularly scheduled to work twenty (20) hours but less than thirty-two (32) hours per week.

15 **(2) Medical/Vision/Prescription Insurance** The County will
16 provide the Moda Major Medical Plan at no cost to part-time employees. Part-time
17 employees may elect to purchase one of the other medical/vision/prescription plans
18 available through the County and part-time employees will pay the difference in cost
19 between the County's allowance for the Moda Major Medical Plan and the cost of the
20 selected plan based on coverage level (single, two-party, or family). The County will provide
21 an additional fifty dollar (\$50) monthly premium subsidy to part-time employees who enroll
22 in either the Kaiser HMO Plan or the Moda Preferred Plan, regardless of the tier.

1 The County and the Association agree that the Health plan year is a calendar-year
2 basis.

3 Part-time employee's monthly contribution rate for the Kaiser Maintenance Plan will
4 equal ten percent (10%) of the total monthly premium for the Kaiser Maintenance Plan.
5 Otherwise, part-time employees may elect to purchase one (1) of the other
6 medical/vision/prescription plans available through the County and part-time employees will
7 pay the difference in cost between the County's allowance for the Major Medical Plan and
8 the cost of the selected plan based on coverage level (single, two-party, or family). Part-time
9 employees who elect Kaiser Medical coverage shall have July 1, 2013 – December 31, 2013
10 contribution rates as listed in the April 2013 Memorandum of Agreement between the
11 parties.

12 **(3) Dental Insurance** Part-time employees may receive dental
13 benefits upon payment of fifty percent (50%) of the total monthly dental plan premium.

14 **2. Mandated Changes and Carrier Changes in Plan Designs During the**
15 **Term of Agreement**

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

20 **3. Successor Plans and Carriers**

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

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

30 **(c) PPACA Excise Tax Reopener**

1 **(1)** If as of May 1, 2019, the County can demonstrate a good faith
2 belief that the PPACA Excise Tax will apply to one or more employees represented by
3 the Association as of January 1, 2021, then during the month of May of 2019, the County
4 shall provide notice and supporting data to the Association.

5 **(2)** In conjunction with providing the data set forth in (3)(c)(1)
6 above, during the month of May of 2019, the County may exercise a reopener, effective
7 as of July 1, 2019. This reopener will be for the exclusive purpose of addressing the
8 impacts and effects of the PPACA Excise Tax, and may include, but is not limited to, plan
9 and plan design changes.

10 **(3)** If the County reopens on health insurance, the MCPAA may
11 choose to reopen Article VII. Recognizing that impacts will vary by individual, it is the
12 intention of the parties that any agreed upon change to health insurance plan and plan
13 design or cost sharing shall be impact neutral to Association membership as a group.

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

23 **(e) Participation in Employee Benefits Advisory Team (EBAT)**

24 **(1)** The Association and the County recognize increasing costs in
25 health care to be a major concern. In an effort to collaborate together about quality health
26 plans, plan design changes and cost containment associated with health care, beginning no
27 later than thirty (30) calendar days after signature execution of this Agreement, the
28 Association will agree to participate in an information collection and advisory capacity on an
29 Employee Benefits Advisory Team (EBAT) with other County employee representatives
30 designated to the EBAT. The Association's participation on the EBAT is not a waiver of any
31 Association PECBA rights related to health insurance and health care issues that the

1 Association has a PECBA right to bargain about. The EBAT will review and consider health
2 plans, design changes and cost containment. The EBAT will be advisory only, and will
3 directly report EBAT member recommendations to the BOCC and County Chair.

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

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

18 **4. Employee Contribution**

19 Contributions for employees and their IRS-qualified dependents will be made
20 through automatic pre-tax payroll deductions. Contributions for non-IRS qualified
21 dependents will be made through automatic post-payroll deductions. Enrollment in a
22 County-sponsored medical/vision/prescription plan is mandatory for employees who do not
23 “Opt Out” of medical/vision/prescription coverage.

24 **5. Major Medical Plan Rebates**

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

27 **6. Opt-Out – Waiver of Benefits**

28 **a.** Employees may elect to Opt Out of coverage (waive participation) in
29 the County’s medical/vision/prescription insurance plans by making that election on their
30 Benefit Enrollment form. Employees making such election must provide proof of other group
31 medical/vision/prescription insurance in order to make the Opt-Out election. Employees will

1 not be eligible to change their election until the County's official open enrollment period,
2 unless the employee experiences an IRS recognized family status change event that would
3 allow a mid-year health plan election change.

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

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

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

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

12 **7. Retirees**

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

15 **8. Default Enrollment**

16 **a.** New full-time employees who fail to submit timely application for
17 enrollment into the medical/dental benefit plans described in Section 1 above will be enrolled
18 by default in the County's Moda Major Medical plan and Moda Dental plan, with employee
19 only coverage. Eligible dependents of such employees may be enrolled in the default plans
20 if the employee submits an application requesting dependent enrollment within fifteen (15)
21 days of receiving notice of their enrollment.

22 **b.** New part-time employees who fail to submit timely application for
23 enrollment into the medical/dental benefit plans described in Section 1 above will be enrolled
24 by default in the County's Moda Major Medical plan and Moda Dental plan, with employee
25 only coverage. Eligible dependents of such employees may be enrolled in the default plans
26 if the employee submits an application requesting dependent enrollment within fifteen (15)
27 days of receiving notice of their enrollment.

28 **9. Eligible Dependents (Enrollment & Termination of Enrollment)**

29 **a. Spouses and Domestic Partners**

30 **(1) Definitions**

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

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

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

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

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

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

14 **(2)** Are each eighteen (18) years or age or
15 older;

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

18 **(4)** Were mentally competent to contract
19 when the domestic partnership began;

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

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

24

25 **(2) Enrollment of Spouse/Domestic Partner**

26 Employee may enroll a spouse or domestic partner in County
27 medical and dental plans upon completion of the County’s Affidavit of Marriage or Domestic
28 Partnership and applicable enrollment forms. Enrollment times and other procedures for
29 administration of the medical/vision and dental insurance plans shall be applied to
30 employees with domestic partners in the same manner as to married employees to the

1 extent allowed by the law. Spouse or domestic partner must be enrolled in the same plan
2 as the employee.

3 **b. Children**

4 **(1) Definition** “Eligible children” includes:

5 i. any biological or adoptive child of the employee or
6 employee’s spouse/domestic partner who is under the age of twenty-six (26) or

7 ii. a court-appointed ward of the employee or employee’s
8 spouse/domestic partner to the age of majority, or the age as set forth in the court
9 documents but not to exceed age twenty-six (26), except as permitted in (b)(1)(v) below; or

10 iii. anyone under the age of twenty-six (26) for whom the
11 employee is required by court order to provide coverage; or

12 iv. the newborn child of an enrolled, eligible child of the
13 employee or employee’s spouse/domestic partner (grandchild of employee) if:.

14 (a). the parent child is under the age of twenty-six (26)
15 at the time of the grandchild’s birth, and

16 (b). both parent child and grandchild reside with
17 County employee.

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

24 **(2) Enrollment of Dependent Children**

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

28 **c. Termination of Dependent Health Plan Coverage**

29 Written notice from employee upon termination of marriage or
30 domestic partnership or any other change in dependent eligibility is required. Employees

1 are responsible for timely reporting of any change in the eligibility status of enrolled
2 dependent family members to the County Employee Benefits Office.

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

6 (2) Employees whose marriage or domestic partnership ends
7 must complete, sign, and file with the Employee Benefits Office a copy of the statement
8 of Termination of Marriage/Domestic Partnership and a Benefit Change form to report the
9 event.

10 (3) Employees must remove from coverage a child who has
11 become ineligible by completing a benefit Change form and submitting completed form
12 to the Employee Benefits Office.

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

19 (5) Dependent health plan coverage ends on the last day of the
20 calendar month in which the termination event occurs, examples:

21

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

22

23

10. When Benefits Coverage Begins and Ends

1 **a. Coverage for New Employees**

2 **(1) Medical and Dental Benefits**

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

13 **b. Benefits Coverage for Terminating Employees**

14 **(1) Retirees**

15 **i. County-subsidized coverage**

16 Benefit options for retirees are provided for in Article 7.

17 **ii. Unsubsidized benefits through COBRA**

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

20 **(2) Other Terminating Employees**

21 **i. County-sponsored coverage**

22 County sponsored medical/vision/prescription and
23 dental coverage ends based on the employee's last regularly scheduled working day in pay
24 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

25
26 **Example:** Employee A's last working day in paid status is July 15. Employee A's
27 County-sponsored health plan coverage will end July 31. Employee B's last working day
28 in paid status is July 16. Employee B's County-sponsored health plan coverage will end

1 on August 31. Employee B will have additional cost shares deducted from final paychecks
2 to cover the cost shares for August coverage.

3 **ii. Unsubsidized benefits through COBRA**

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

7 **c. Employees on Unpaid Leaves of Absence**

8 **(1) Leaves of less than thirty (30) days**

9 Benefits coverage will not be affected by unpaid leaves of
10 absence of less than thirty (30) days' duration. In these cases, unpaid cost share will be
11 recovered from an employee when an employee returns to paid status.

12 **(2) FMLA/OFLA Leaves**

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

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

21 **(3) Non-FMLA/OFLA Unpaid Leaves**

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

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

Last Day In Paid Status	Coverage Ends
1 st - 15 th of month	End of the month
16 th – 31 st of month	End of the following month

27

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

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

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

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

11 **(a)** Employees returning from a leave of absence
 12 without pay during the same plan year will be reinstated to the same
 13 medical/vision/prescription and dental plans (or successor plans) they had when they left
 14 County employment. If they return from leave the first (1st) day of the month, coverage
 15 will be in effect upon their return from leave; otherwise, coverage will be in effect the first
 16 (1st) day of the month following their return from leave.

17 **(b)** Employees returning from unpaid non-
 18 FMLA/OFLA leave in the following plan year may enroll in different plans within thirty-one
 19 (31) days of their return. Such employees must complete a health plan enrollment form
 20 upon their return to work. If enrollment forms are received on the first (1st) day of the
 21 month, the coverage will be effective that day; otherwise, coverage will be in effect the
 22 first (1st) day of the month following receipt of the completed enrollment forms by the
 23 County Employee Benefits Office.

24 **11. Flexible Spending Accounts**

25 a. **Medical expenses**

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

30 b. **Dependent care expenses**

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

c. Transportation expenses

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

B. Disability Insurance

1. Short term disability

a. 2017-2019 Benefit Level: Any full-time employee covered by this Agreement may participate in the short term disability insurance program developed by the Association and the County (consistent with carrier contract(s)), the monthly premium to be paid individually through payroll deduction.

2017-2019 Benefit Level	60% of base salary to \$700/week
--------------------------------	---

b. 2020- Benefit Level: Any full-time employee will be covered by a County paid group short term disability insurance policy, the provisions of which will be the same as those in the group policy as specified to the Association.

2020- Benefit Level	60% of base salary to \$1,500/week
----------------------------	---

2. Long term disability.

a. Any full-time bargaining unit employee regularly working twenty (20) hours per week or more will be covered by a County-paid group long term disability insurance policy, the provisions of which will be the same as those in the group policy as specified to the Association, at the following amounts.

2017-2019 Benefit Level	60% of base salary to \$4,000/month
2020- Benefit Level	60% of base salary to \$6,000/month

b. The County will pay for COBRA medical and dental insurance coverage for a period of up to six months beyond the month in which benefits would normally terminate for an employee with an approved long term disability claim. Members must

1 complete and return the COBRA enrollment form as required by law in order to receive
2 premium payments by the County. However, employees who "opt out" of benefits coverage
3 under the provisions of Article 8, Section A.6. of this Agreement will not be eligible for
4 continued County-paid coverage under this subsection.

ARTICLE 9**PROFESSIONAL RECOGNITION LEAVE**

The District Attorney may recognize deputies by awarding up to four (4) weeks of paid time off as Professional Recognition Leave, subject to the following provisions:

1. No more than one (1) person shall be permitted on such leave during the same period of time, unless specifically approved by the District Attorney.

2. The award is subject to budgetary limitations and shall be made at the discretion of the District Attorney, based on his or her determination of exemplary work and professionalism of the deputy receiving the award. The criteria includes but not limited to the following:

- A. Integrity and professionalism.
- B. Dedication and commitment to public service.
- C. High ethical standards.
- D. Meritorious work ethic.
- E. Leadership qualities.
- F. Community activity apart from employment.

3. Those considered for the award shall have ten (10) total years of service with the Multnomah County District Attorney's Office, including time served prior to resignation or other separation by deputies who had periods of interrupted service.

4. The deputy may request to use an amount of vacation, equal to, or less than, the amount of the award of Professional Recognition Leave, in order to lengthen the total period of leave. Such additional leave is subject to the approval of the District Attorney.

ARTICLE 10**PERSONNEL FILE**

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3 **1. File Review** The County, upon request, shall provide an employee the
4 opportunity to review the employee's official personnel file. Copies of the contents of this
5 file shall be provided at the County's expense.

6 **2. Written Response** The employee may respond in writing to any item
7 placed in the official personnel file. Any written response will become a part of the file.

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

ARTICLE 11**ENTIRE AGREEMENT**

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

1 **ARTICLE 12**

2 **SAVINGS CLAUSE AND FUNDING**

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

11 **2. Funding** The parties recognize that revenue needed to fund the
12 compensation and benefits provided by the Agreement must be approved annually by
13 established budget procedures. All such compensation and benefits are, therefore,
14 contingent upon sources of revenue and annual budget certification by the Tax Supervising
15 and Conservation Commission. The County has no intention of cutting the compensation
16 and benefits specified in this agreement because of budgetary limitations, but cannot and
17 does not guarantee any level of employment in the bargaining unit covered by this
18 Agreement.

19 The Board of County Commissioners agrees to include in its annual budget
20 amounts sufficient enough to fund the compensation and benefits provided by this
21 Agreement, but makes no guarantee as to the certification of such budget pursuant to
22 establish budget procedures under Oregon law.

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

ARTICLE 13**RECORDING OF HOURS OF WORK**

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3 **1. Recording Hours** Hours worked, including before 0800 and after 1700 on a regular
4 work day, and hours worked on a holiday and hours worked on a weekend day will be
5 recorded as time worked on a Time and Attendance Record (TAR). Such time will be
6 recorded in incremental blocks of time divisible by fifteen (15) minutes. Thus the minimum
7 time that can be recorded is fifteen (15) minutes. Recording of these hours do not alter or
8 amend the status of employees represented by the Association of being salaried – FLSA
9 exempt employees.

1 **ARTICLE 14**

2 **SENIORITY AND LAYOFF**

3 **A. Layoff** The District Attorney may lay off an employee because of the
4 elimination of the position, shortage of funds or work, substantial changes in duties, or
5 other changes in the organization. The District Attorney may assign the laid off
6 employee's duties to other employees who hold positions in appropriate responsibility
7 levels (see Addendum B). Suspension without pay or termination is not a layoff.
8 Whenever the District Attorney is contemplating eliminating a position and laying off an
9 employee the District Attorney must notify the MCPAA as early as possible, but in no
10 event not less than sixty (60) calendar days prior to the proposed layoff date.

11 **B. Meet and Confer** At least sixty (60) calendar days prior to the proposed layoff
12 date, the District Attorney shall notify the Association in writing of the proposed layoff(s).
13 Such notice will identify the proposed layoff(s) by member. The District Attorney will meet
14 and confer with the Association regarding the effects of the proposed layoff(s), and will
15 consider any proposals advanced by the Association regarding alternatives to the
16 proposed layoff(s) including reductions in force for non-essential employees.

17 **C. Order of Layoff**

18 **1.** Unless otherwise agreed by the parties, if the District Attorney determines
19 that layoff(s) will impact association members, the Association and District Attorney agree
20 that first, members in rotation assignments will cease to receive out-of-class pay for the
21 duration of their current rotation. Rotation assignments subject to this provision are not
22 eligible for extension without written agreement of the Association.

23 **2.** When the District Attorney must lay off employees, the District Attorney will
24 identify the employee to be laid off from their current position. The District Attorney will
25 base the decision on the following factors, and will confer with the Association regarding
26 his decision:

- 27 • Job skill level
28 • Ability
29 • Experience

- 1 • Seniority
- 2 • Education
- 3 • Training
- 4 • Work performance
- 5 • History of discipline and/or corrective actions
- 6 • Knowledge of program, department and organization
- 7 • Special skills or certifications
- 8 • Salary savings and unit impact

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

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

15 **E. Bumping Procedure:**

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

23 When a bump occurs, the District Attorney shall assess the impact of the financial
24 savings of the bump and, if still inadequate to mitigate the need for further layoffs, the
25 District Attorney shall then select for layoff an additional and different member from a
26 lower Classification/responsibility level than the initial employee who exercised bumping
27 rights. The District Attorney will base all layoffs on the Order of Layoff criteria and continue
28 this process until sufficient layoff has occurred.

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

1 **F. Recall From Layoff**

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

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

ARTICLE 15

DISCHARGE

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A. Discharge is any form of involuntary and permanent separation, except layoff, from work.

B. Discharge may only be imposed for Just Cause.

C. The Association on behalf of an impacted employee who has been discharged may grieve the discharge pursuant to the procedures set out in Article 5 - Settlement of Disputes.

ARTICLE 17**TERMINATION**

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3 This Agreement shall be effective and the salary provisions of Article 7 retroactive to all
4 members as of July 1, 2017, and applicable to all members retired or separated from service
5 during the process of bargaining between July 1, 2017 and adoption of this Agreement. This
6 Agreement shall be automatically renewed from year-to-year thereafter, unless either party
7 shall notify the other in writing no later than January 1, 2021, that it wishes to modify the
8 contract for any reason. If written notice is provided on or after November 1 of the fiscal year
9 in which this Agreement is set to end, the parties shall have to meet and begin the process
10 of PECBA bargaining within thirty (30) calendar days of the written notice provided. The
11 Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hands

this 15 day of October, 2018.


MULTNOMAH COUNTY
PROSECUTING ATTORNEY'S
ASSOCIATION



Traci Anderson, President



Jenna Plank, Vice-President



Brian Davidson, Secretary



Ryan Lufkin, Treasurer

NEGOTIATED FOR THE UNION BY:



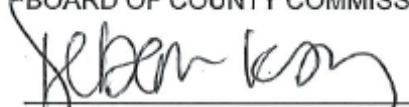
Mark J. Makler
Of Attorneys for Multnomah County
Prosecuting Attorneys Association

REVIEWED:
Jenny M. Madkour, County Attorney
For Multnomah County, Oregon:

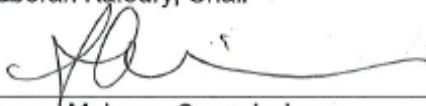


By: Kathryn Short
Assistant County Attorney

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS



Deborah Kafoury, Chair



Sharon Meieran, Commissioner

Loretta Smith, Commissioner



Jessica Vega Pederson, Commissioner



Lori Stegman, Commissioner

MULTNOMAH COUNTY
DISTRICT ATTORNEY:



Rod Underhill, District Attorney

NEGOTIATED FOR THE COUNTY BY:



Steven E. Herron
Labor Relations Manager
Department of County Management

1

ADDENDUM A
SALARY TABLE
EFFECTIVE JULY 1, 2017

I Semi- monthly	A	B	C	D	E	F	G	H	I
	3263.89	3424.44	3596.53	3777.84					
II Semi- monthly	3596.53	3777.84	3966.09	4163.59	4374.94				
III Semi- monthly	4163.59	4374.94	4590.91	4825.38	5077.16	5331.24	5598.04	5877.94	6171.84
IV Semi- monthly	4825.38	5077.16	5331.24	5598.04	5877.94	6171.84	6479.26	6803.22	7143.39

2

ADDENDUM B
RESPONSIBILITY LEVELS

DEPUTY DISTRICT ATTORNEY I

This level includes newly hired deputies without substantial criminal trial experience. Responsibilities include misdemeanor and traffic case preparation, trial misdemeanor screening and issuing, traffic case negotiation, beginning domestic relations, beginning juvenile division, misdemeanor arraignments, presiding court, felony arraignments, and felony preliminary hearings. Deputies proven through time and experience may be assigned greater responsibilities involving plea negotiation, special case assignments and may try more difficult misdemeanor cases.

DEPUTY DISTRICT ATTORNEY II

This level includes deputies newly assigned to Circuit Court activity. Responsibilities are now focused on the screening, issuing, and prosecuting of felonies. This level would include those prosecuting primary Class C and Class B felonies, e.g., forgery, theft, burglary, robbery II and III, UUV, PCS, etc. Also, included would be subordinates in the Pretrial Unit, more senior domestic relations and more senior juvenile deputies.

DEPUTY DISTRICT ATTORNEY III

This level includes senior deputies with juvenile court and Circuit Court major case responsibilities. Deputies at this level have minimal administrative responsibilities but handle violent crimes against persons, complex frauds, and governmental corruption. Examples include rape, murder, assault I, automobile homicides, robbery I, economic crimes involving unusual complexity or large dollar amounts and any governmental corruption case.

DEPUTY DISTRICT ATTORNEY IV

This level includes deputies with major case responsibility and administrative responsibility. This level includes team captains or those with unique responsibilities, skills or knowledge as recognized by the District Attorney.

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