
2016-2021

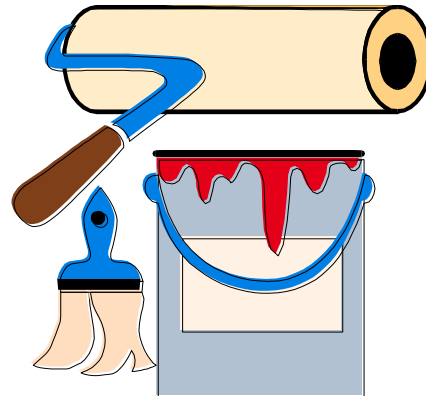
AGREEMENT

between

Multnomah County, Oregon

and

**International Union of
Painters and Allied Trades
District Council 5, AFL-CIO
Local Union 1094**



**2016-2021
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES,
DISTRICT COUNCIL 5, AFL-CIO
LOCAL UNION 1094**



**LABOR RELATIONS SECTION
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**2016-2021
A G R E E M E N T
Between
MULTNOMAH COUNTY, OREGON
AND
INTERNATONAL UNION OF PAINTERS AND ALLIED TRADES
AND
DISTRICT COUNCIL 5, AFL-CIO, LOCAL 1094**

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and International Union of Painters and Allied Trades and District Council 5, AFL-CIO, Local 1094 hereinafter referred to as the "Union."

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

The parties agree as follows:

1 **ARTICLE 2**

2 **DEFINITIONS**

3 **1. Cause**

4 Misconduct, inefficiency, incompetence, insubordination, indolence,
5 malfeasance, unfitness to render effective service or failing to fulfill responsibilities
6 as an employee.

7 **2. Continuous Service**

8 Means uninterrupted employment with Multnomah County subject to the
9 following provisions:

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

13 **B.** For purposes of determining length of service prior to July 1, 1975,
14 an interruption in employment of fourteen months or less shall constitute
15 continuous service, in addition to those individually documented cases previously
16 approved by the Board of County Commissioners, the Chairman, or Labor
17 Relations Counsel.

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

22 **3. Probationary Employee**

23 A probationary employee is defined as an employee serving a one (1) year
24 period of trial service to determine his or her suitability for continued employment,
25 such period to begin on the date of his or her appointment to a regular position
26 from a certified list of eligibles. During the period of probation, the employee may
27 be dismissed without recourse to the grievance procedure if in the opinion of the
28 employee's supervisor his or her continued service would not be in the best interest
29 of the County. The length of the employee's trial service period may not be
30 extended by a Memorandum of Agreement under the terms of Article 21, Entire

1 Agreement, unless the employee was absent from work for a period of six (6)
2 months or more previous to the extension. The length of probationary periods for
3 employees hired previous to this Agreement shall not be affected by the terms of
4 this definition.

5 **4. Promotional Probationary Employee**

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

18 **5. Regular Employee**

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

- 23 • An employee who has passed the initial one (1) year probationary
24 period, terminated employment, and has been reinstated.
- 25 • A non-probationary employee who has been transferred to the County
26 by intergovernmental agreement under ORS 236.605 through 236.640.

27 **6. Supervisory Employee**

28 Means any individual having authority in the interest of the employer to hire,
29 transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline
30 other employees, or having responsibility to direct them, adjust their grievances,
31 or effectively to recommend such action, if in connection therewith, the exercise of

1 such authority is not of a merely routine or clerical nature, but requires the use of
2 independent judgment.

3 **7. Temporary Employee**

4 A person employed to meet short term, non-recurring or emergency
5 county work needs.

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Article 3

RECOGNITION

1. Unit Definition

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

2. On-Call Employees

It is agreed that on-call Sign Fabricator are covered by the parties' collective bargaining agreement. On-call Sign Fabricators are defined as an employee employed to meet intermittent, irregular or less than half-time county work needs, and may be terminated at any time and have no appeal rights within the County.

On-call employees shall be entitled to only the following contractual benefits:

- A.** Union Security and Check off. (Article 4)
- B.** Holiday compensation at one and one half (1 ½) times the normal hourly wage for work on anyone of the following holidays (7):
 - New Years Day
 - Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)
 - President's Birthday (3rd Monday in February)
 - Memorial Day (Last Monday in May)
 - Independence Day (July 4th)
 - Labor Day (1st Monday in September)
 - Veteran's Day (November 11th)
 - Thanksgiving Day; and
 - Christmas Day
- C.** Rest and Meal Periods (Article 14.5 and 6.) will only apply if a temporary employee is schedule to work six (6) or more hours in a day.
- D.** Clean-Up Time (Article 14.7.).

- 1 **E.** Overtime (Article 16.5).
- 2 **F.** Height Time Differential Pay (Article 16.9.)
- 3 **G.** Spray Painting and Toxic Vinyl Premium (Article 16.12).
- 4 **H.** Settlement of Disputes (Article 18) strictly limited to enforcement of
- 5 Article 3., Section 2, of this agreement.
- 6 **I.** No Discrimination (Article 19.1).
- 7 **J.** Payment of the wage rate listed in Addendum A.
- 8 **K.** Employee Organization Membership Dues (Addendum B).
- 9 **L.** Unless agreed otherwise by the parties, it is agreed that only one on-
- 10 call "Sign Fabricator" will be employed at any one time.
- 11 **M.** The County may determine, based on the requirements or impacts
- 12 of the Patient Protection and Affordable Care Act (PPACA), whether it will offer
- 13 health insurance coverage to on-call employees. If the County elects to offer
- 14 health insurance coverage to on-call employees within the unit, the cost share shall
- 15 be as determined by the County, with notice to the Union.

1 **ARTICLE 4**

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

3
4 **1. Monthly listing of new and terminated employees**

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

10 **2. Union Security and Check-off**

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

13 **A.** One-half (.5) of the current monthly Union membership dues of those
14 Union members who individually request such deductions in writing on the form
15 attached hereto as Addendum B; or

16 **B.** One-half (.5) of the current monthly service fee, in lieu of dues, or
17 such lesser amount as determined by Subsection d. below, from any employee
18 who is a member of the bargaining unit and who has not joined the Union within
19 thirty (30) days of becoming an employee. This service fee shall be segregated
20 by the Union and used on a pro rata basis solely to defray the cost of its services
21 in negotiating and administering this contract.

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

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

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

4 Deduction of membership dues must be authorized in writing on the form
5 provided in Addendum B. The amounts to be deducted shall be certified to the
6 County by the Financial Secretary of the Union, and the aggregate deductions of
7 all employees shall be remitted, together with an itemized statement to the
8 Treasurer of the Union by the first day of the succeeding month after such
9 deductions are made.

10 **3. Union Business**

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

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

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

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

24 The Union agrees to reimburse the County one-hundred percent
25 (100%) of the affected employee's salary and fringe benefits (including pro-rata
26 cost of workers compensation premiums, but excluding indirect administration or
27 overhead charges) for straight time spent on Union activities conducted during
28 regularly scheduled working hours. The County shall submit a monthly statement
29 to the Union itemizing the amount of the Union's reimbursement obligation, and
30 the Union will reimburse the County within thirty (30) days of receipt of the monthly
31 union reimbursable time statement.

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

5 Written requests of such time away from work shall be given to the
6 affected employee's immediate supervisor five (5) working days in advance and
7 shall be approved subject to County operational and business needs. The Union
8 will make every effort to avoid disruptions of work.

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

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

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

ARTICLE 5

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 including subcontracting and the introduction of new equipment; the right to hire, layoff, transfer, and promote; to discipline or discharge for cause; the exclusive right to determine staffing, work schedules, and assign work; and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

ARTICLE 6

NO STRIKE

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

ARTICLE 7

HOLIDAYS

1. Holidays

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

- ◆ Any day so declared by the Board of County Commissioners.
- ◆ New Year's Day (January 1st)
- ◆ Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)
- ◆ President's Day (3rd Monday in February)
- ◆ Memorial Day (last Monday in May)
- ◆ Independence Day (July 4th)
- ◆ Labor Day (1st Monday in September)
- ◆ Veterans' Day (November 11th)
- ◆ Thanksgiving Day (4th Thursday in November)
- ◆ Christmas Day (December 25th) or with the approval of the supervisor, this day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for, or works on December 25.
- ◆ Eight (8) hours to be used as a floating holiday during the fiscal year provided the employee gives two (2) weeks notice and has the consent of the employee's supervisor. If the supervisor determines the holiday usage requested is impracticable, the employee shall be credited with eight (8) hours of Saved Holiday time. The eight (8) hours of leave shall be prorated for part-time employees based on their normal FTE.

2. Holiday Observance

A. If the holiday falls on an employee's first scheduled day off, the preceding workday will be observed as that employee's holiday.

B. If the holiday falls on an employee's second or third day off, the following normally scheduled workday will be observed as that employee's holiday.

C. Shift workers shall observe weekend holidays on the days they occur.

3. Holiday Pay

1 Eligible employees shall receive one (1) day's pay for each of the holidays listed
2 above on which they perform no work. Part-time employees shall receive holiday pay
3 equivalent to their full time equivalency (FTE). To be eligible for holiday pay, employees
4 must be in pay status both on the day before and on the day after the observed holiday;
5 part-time employees must be in pay status on the last scheduled day before and on the
6 first scheduled day after the holiday.

7 **4. Holiday During Leave**

8 Should an employee be on authorized leave with pay when a holiday occurs, such
9 holiday shall not be charged against such leave.

10 **5. Holiday Work**

11 Employees required to work on a recognized holiday will be compensated at
12 one-and-one-half (1-1/2) times their regular rate of pay for the holiday worked, in addition
13 to their regular holiday pay.

14 **6. Saved Holidays**

15 An employee required to work on a recognized holiday may elect to be
16 compensated for such work by electing to convert the time and one-half (1-1/2) pay
17 Section 5 to an equal amount of Saved Holiday time. Saved Holiday time may be used
18 at the discretion of the employee with the consent of his or her supervisor, and will be
19 charged in accordance with Article 14, Section 7. Saved Holiday time not used by the end
20 of the fiscal year in which it is accrued will be forfeited. Upon separation from service
21 employees will be paid for unused Saved Holiday time at their regular rate of pay. In the
22 event of an employee's death, his or her heirs will receive payment for unused Saved
23 Holiday time at the employee's regular rate of pay.

ARTICLE 8

VACATION LEAVE

1. Accrual

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

2. Table of Vacation Accrual Rates

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

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

B. Years of service indicated in Column 1 are continuous County service years, as defined in Article 19, Section 5. Part-time work will count on a full-time basis.

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

3 **3. Charging**

4 Vacation leave shall be charged in increments in accordance with the uniform time
5 charging provisions of Article 14.8.

6 **4. Payoff Upon Termination or Death**

7 Unused vacation leave shall be paid to the employee at his or her regular rate of
8 pay at the time of separation from service. In the event of an employee's death, unused
9 vacation leave shall be paid to the employee's heirs at his or her regular rate of pay.

10 **5. Use and Scheduling of Accrued Vacation**

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

16 **6. Use of Accrued Vacation for Sick Leave and Other Purposes**

17 The requirements for using accrued vacation for sick leave and other purposes
18 and the sequencing of such leave use, is specified in Article 9, "Section 2.C. Sequencing
19 of Leaves".

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

21 **A. Usage of Emergency Leave**

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

25 **B. Emergency Leave**

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

29 **2.** Employees using Emergency Leave shall follow the reporting of
30 leave provisions found in Article 9, Section 1.C., unless the onset of the emergency is

1 within one (1) hour of the employee's scheduled reporting time, in which case the
2 employee must call in as soon as possible.

3 **C. Misuse and Failure to Properly Report**

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

1 **ARTICLE 9**

2 **SICK LEAVE**

3
4 **1. Paid Sick Leave**

5 **A. Definition and Allowable Use**

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

12 **1. Specified others**

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

23 **2. Covered health conditions**

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

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

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

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

6 **3. Parental leave**

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

11 **4. Occupationally related conditions**

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

14 **B. Accrual**

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

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

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

22 **C. Reporting of Sick Leave**

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

26 **D. Use of Sick Leave During Leave**

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

31 **E. Time Charging for Sick Leave**

1 Sick leave shall be charged in accordance with the uniform time charging
2 provisions of Article 14. 8.

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

4 **A. Counting Against FMLA, OFLA Entitlements**

5 Sick leave and any other forms of paid or unpaid leave used for FMLA
6 and/or OFLA qualifying conditions, or absence due to a deferred or approved Workers
7 Compensation claim based on such conditions, will be counted against an employee's
8 annual FMLA leave entitlements subject to the provisions of the law.

9 **B. Legitimate Use**

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

15 **1. Verification of use**

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

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

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

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

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

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

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

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

5 c. The County may require an employee to submit written
6 medical certification of eligibility from a health care provider to receive sick leave for any
7 non-FMLA, non-OFLA, and non-protected Oregon sick leave condition under the
8 following conditions:

9 i. The employee has been absent for more than three (3)
10 consecutive work days; or

11 ii. The employee has exhausted all sick leave; or

12 iii. The employee has had five (5) or more events with less
13 than twenty-four (24) hours notice in a six (6) month period; or

14 iv. Management reasonably believes that the absence
15 may not be bona fide.

16 2. **Discipline**

17 Subject to the limitations of law, including but not limited to those of
18 the FMLA, discipline may be imposed under the following conditions:

19 a. **Abuse of sick leave**

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

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

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

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

30 (a) Require the employee to take continuous leave;

31 or

1 **(b)** Change the employee’s work assignment for six
2 (6) months or until use of intermittent leave ends, whichever comes sooner.

3 **c. Excessive absenteeism**

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

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

11 ii. The tenure and work history of the employee,
12 specifically to include whether there have been previous instances of this pattern of
13 absenteeism.

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

16 iv. The particular attendance requirements of the
17 employee’s job.

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

20 **C. Sequencing of Leaves**

21 The use of vacation leave, saved holiday time, compensatory time, and
22 leave without pay is subject to approval by management according to the requirements
23 of Articles 7, 8, 10 and 16, respectively. However, unless otherwise required by law,
24 forms of leave shall be used and exhausted in the following sequences:

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

27 **a.** Sick leave until it is exhausted;

28 **b.** Vacation leave, saved holiday time, or compensatory time,
29 sequenced at the employee’s option, until they are exhausted;

30 **c.** Leave without pay.

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

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

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

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

7 b. Leave without pay

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

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

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

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

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

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

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

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

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

5 **1. Continuous leave**

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

20 **2. Intermittent leave**

21 Intermittent leave without pay used in lieu of sick leave is not subject
22 to the six (6) month entitlement provided for above. When such leave significantly affects
23 an employee’s job performance and is not subject to the requirements of law (including
24 but not limited to the FMLA), management may evaluate the employee’s use of leave
25 according to the criteria of “Section B.2.c” above. Medical information as provided for in
26 “Section D.1” above may be required for the evaluation. After completing the evaluation
27 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
30 **b.** Put the employee on a work plan to manage the use of leave
31 without pay, followed by disciplinary action if the plan is not successfully completed; or

1 c. Proceed with the disciplinary process.

2 **F. Use of Paid Leave in Counting FMLA/OFLA Eligibility**

3 Only actual hours worked will be counted when reviewing the number of hours
4 worked to determine if an employee meets the minimum hours worked eligibility
5 requirements to be covered under FMLA and/or OFLA. Paid time off (such as vacation
6 leave, sick leave, and comp-time taken) does not count toward FMLA and OFLA eligibility
7 requirements.

8 **3. Fitness for Duty**

9 The parties recognize that employees have the responsibility to report to work fit
10 for duty. To ensure such fitness, management may send employees for medical or
11 psychological examination when the supervisor reasonably believes that the employee is
12 not fit for duty or may be a danger to themselves or others. Any such examinations will
13 be at County expense.

14 **4. Bereavement Leave**

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

1 **ARTICLE 10**

2 **OTHER LEAVES**

3
4 **1. Leave of Absence**

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

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

16 **2. Jury Duty**

17 Employees shall be granted leave with full pay in lieu of jury fees any time they
18 are required to report for jury duty. If an employee is excused or dismissed prior to end
19 of the normal work shift, he shall report back to work if practicable. Procedures for
20 reporting back to work shall be as specified by the division head.

21 **3. Voting Time**

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

25 **4. Union Business**

26 Employees elected to any Union office or selected by the Union to do work which
27 takes them from their employment with the County shall, at the written request of the
28 Union, be recommended in accordance with the leave provisions set forth in Multnomah
29 County Code 3.10.260 or its successor for a leave of absence exceeding thirty (30) days.
30 Members of the Union selected by the Union to participate in any other Union activity shall
31 be granted a leave of absence at the request of the Union.

1 **5. Educational Leave**

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

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

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

14 **6. Military Leave**

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

23 **7. Parental Leave**

24 An employee's entitlement to parental leave shall be governed by FMLA and
25 OFLA. The employee may use his or her accrued sick leave, vacation time, compensatory
26 time, or saved holiday time as provided therein.

1 **ARTICLE 11**

2 **HEALTH & WELFARE**

3
4 **1. Medical and Dental Insurance**

5 Medical and dental insurance for employees covered by this agreement shall be
6 as provided under the terms and conditions of the Multnomah County Employees Union
7 Local 88, AFSCME AFL-CIO 2014-2017 agreement, its successor agreement and/or any
8 memorandums pertaining to medical and dental insurance that are agreed to by and
9 between AFSCME Local 88 and the County.

10 **2. Other Benefits**

11 **A. Flexible Spending Accounts**

12 **1. Medical expenses**

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

17 **2. Dependent Care Expenses**

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

22 **B. Life Insurance**

23 The County agrees to provide each employee covered by this Agreement
24 with term life insurance in the amount of thirty thousand dollars (\$30,000).

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

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

1 **C. Emergency Treatment**

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

7 **D. Short Term Disability**

8 Any employee covered by this Agreement may participate in the short-term
9 disability insurance program consistent with carrier contract(s), the monthly premium to
10 be paid individually through payroll deduction.

11 **E. Long Term Disability**

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

1 **ARTICLE 12**

2 **PENSIONS**

3
4 **1. PERS**

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

8 **2. PERS Pick-up**

9 The County shall “pick up” the employee contribution to PERS as permitted by ORS
10 238.205. Should for any reason the ORS 238.205 “employer pick-up” no longer be legally
11 available the County shall on the last payroll period of this Agreement increase employee
12 wages by six percent (6%) and return to the limited “pick up” provided for prior to
13 September 1, 1998, including but not limited to the terms of compensation for non-PERS
14 members. Pursuant to ORS 238.205(5) and (6), the parties agree and acknowledge that
15 employee compensation was reduced in order to generate the funds needed to make
16 these employee contributions to the employee accounts; the employer will file any
17 required notices with the Public Employees Retirement Board.

18 **3. OPSRP Employer Pick Up**

19 The County shall “pick up” the employee contribution to OPSRP as permitted by
20 ORS 238A.335(1). Should for any reason the ORS 238A.335(1) “employer pick-up” no
21 longer be legally available the County shall on the last payroll period of this Agreement
22 increase employee wages by six percent (6%) and return to the limited “pick up” provided
23 for prior to September 1, 1998, including but not limited to the terms of compensation for
24 non-OPSRP members. Pursuant to ORS 238A.335(2)(a) and (3), the parties agree and
25 acknowledge that employee compensation was reduced in order to generate the funds
26 needed to make these employee contributions to the employee accounts; the employer
27 will file any required notices with the Public Employees Retirement Board.

28 **4. Sick Leave in Application to Final Average Salary (PERS)**

1 In accordance with the terms of ORS 238.350 one-half of the value of accumulated
2 sick leave with pay will be applied to final average salary for the purpose of pension
3 benefit determination.

4 **5. Retiree Medical Insurance**

5 **A. Definition**

6 For purposes of this section, a "retiree" refers to a person who retired from
7 the County on or after the effective date of this Agreement and, at the time of retirement,
8 occupied a position covered by this bargaining unit. For purposes of this section, a
9 "member" refers to an active employee(s) in a position covered by this Agreement.

10 **B. Right to Participate**

11 Except as otherwise provided by this section, retirees may continue to
12 participate in the County medical plan available to members until eligible for Medicare
13 due to age or disability. Coverage of eligible dependents uniformly terminates when
14 coverage of the retiree terminates, or the dependent becomes eligible for Medicare due
15 to age or disability, except as otherwise required by applicable state or federal law.

16 **C. Choice of Plan**

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

23 **D. Retiree Responsibilities**

24 The retiree shall be responsible for promptly notifying the Benefits Manager,
25 in writing, of any changes in the retiree's current address and of any changes in retiree or
26 dependent eligibility for coverage.

27 **E. Eligibility for County Payment of One Half of Premium**

28 The following terms related to benefit payments, service, and age
29 requirements shall also apply:

30 **1. Payment at Fifty-eight (58)**

31 The County shall pay one-half (1/2) of the monthly medical insurance

1 premium on behalf of a retiree and his or her eligible dependents from the retiree's
2 fifty-eighth (58th) birthday or date of retirement, whichever is later, until the retiree's
3 sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the
4 retiree had:

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

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

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

11 **2. Payment at Fifty-five (55) or earlier**

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

19 **F. Eligibility for Medicare**

20 Actual application for Medicare shall not be required for a finding that a
21 retiree is "eligible for Medicare" under Subsection e of this section.

22 **G. Part-Time Pro-rating**

23 Part-time service in a regular budgeted position shall be prorated for
24 purposes of the service requirements under subsection e of this section. (For example,
25 twenty (20) hours per week for two (2) months would equal one (1) month toward the
26 applicable service requirement.)

27 **H. Requirement to Continuously Participate**

28 In addition to the other requirements of this section, continued medical plan
29 participation or benefit of County contributions is conditioned on the retiree's continuous
30 participation in the members' medical insurance plan from the time of retirement, and
31 upon the retiree's timely payment of the applicable retiree portion (i.e., fifty percent (50%))

1 or one hundred percent (100%) as applicable) of the monthly premium. Failure to
2 continuously participate or make timely and sufficient payment of the applicable retiree
3 portion of the monthly premium shall terminate the retiree's rights under this section. The
4 County shall inform the retiree of the identity and mailing address of the County's
5 collection agent at the time the retiree signs up for continued post-employment medical
6 and/or dental insurance coverage and shall thereafter inform the retiree of any change in
7 collection agent at least forty-five (45) days in advance of the effective date of such
8 change.

9 **I. State and Federal Tax Offset**

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

1 **ARTICLE 13**

2 **WORKERS' COMPENSATION AND**

3 **SUPPLEMENTAL BENEFITS**

4
5 **1. Coverage**

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

8 **2. Seniority**

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

18 If injured during probation, the probationary period may be extended by written
19 agreement of the Union, employee, and County.

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

25 **3. Supplemental Benefits**

26 The County shall supplement the amount of Workers' Compensation benefits
27 received by the employee for temporary disability due to occupational injury, illness, or
28 disease by an amount which, coupled with workers' Compensation payments, will insure
29 the disabled employee the equivalent of one hundred percent (100%) of his or her semi-

1 monthly net take-home pay (as calculated in accordance with Workers' Compensation
2 regulations) subject to the following conditions:

3 **A.** Supplemental benefits shall only be payable for those days an employee is
4 receiving time loss benefits pursuant to Oregon Workers' Compensation Law.
5 Supplemental benefits shall be paid for no more than three-hundred twenty (320) hours
6 of the employee's regular working hours or for a period equal to the amount of accrued
7 sick leave hours at the time of injury, whichever is greater. Such payments shall not be
8 chargeable to accrued sick leave.

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

11 **C.** To the extent not compensated by Workers' Compensation benefits, the day
12 following the first day of occupational disability and the next succeeding day shall be
13 compensated subject to the provisions of Article 9, Sick Leave.

14 **4. Denied Claims**

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

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

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

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

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

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

3 **5. Benefits**

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

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

12 **6. Borrowing of Sick Leave**

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

ARTICLE 14

HOURS OF WORK

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1. Work Day

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

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

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

D. Employees on a Nine-Eighty's (9-80s) per week work schedule shall either work: (1) Nine (9) hours per day four (4) days, Monday through Thursday with Fridays off one week followed by nine (9) hours per day Monday through Thursday with eight (8) hours on Friday or (2) Mondays off and then nine (9) hours per day Tuesday through Friday one week followed by eight (8) hours on Monday then nine (9) hours Tuesday through Friday of the next week.

2. Work Week

A. Regular

Except as provided herein, the regular workweek shall consist of consecutive days, Monday through Friday, of the same number of consecutive hours per day with consecutive days off. Employees hired on or after July 1, 1998 may be required by the County to work a regular work week that includes Saturday or Sunday but not both. Employees who wish to volunteer for such schedules or for a regular work week schedule including both Saturday and Sunday may do so and management may permit the employee to work such a schedule.

Employees with four (4) days per week ten (10) per day work schedules shall have Saturday and Sunday off, and another day to be determined by management. In no case shall the workweek be for more than forty (40) hours, excluding the meal period.

Employees with Nine-Eighty's (9-80s) work week schedules are defined as seven (7) consecutive calendar days beginning four (4) hours after the employee's start

1 time on Monday and ending four (4) hours after the employee's start time on the following
2 Monday, or beginning four (4) hours after the employee's start time on Friday and ending
3 four (4) hours after the employee's start time on the following Friday; or a work schedule
4 which may vary the number of hours worked on a daily basis, but not necessarily each
5 day, and is four (4) or five (5) consecutive days beginning at 12:01 a.m. Monday and
6 ending on the following Sunday at 12:00 midnight. Nine-Eighty's (9-80s) would be
7 considered an alternate work week schedule. Article 7 governing holiday observance will
8 apply.

9 **B. Continuous Operations**

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

15 **3. Work Schedules**

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

22 **4.. Reduced Work Week**

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

27 **5. Rest Periods**

28 All employees' work schedules shall provide for a fifteen-(15) minute rest period
29 during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each
30 one-half (1/2) shift whenever feasible. Employees who, for any reason, work beyond their
31 regular quitting time into the next shift shall receive a fifteen (15) minute rest period before

1 they start to work on the next succeeding shift when it is anticipated the overtime is
2 expected to extend a minimum of one and one-half (1-1/2) hours. In addition, they shall
3 be granted the regular rest period that occurs during the shift.

4 **6. Meal Periods**

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

10 **7. Clean-Up Time**

11 Employees occupying labor, trades, or craft positions shall be granted adequate
12 personal clean-up time, not to exceed fifteen (15) minutes unless circumstances dictate
13 otherwise, prior to the end of each work shift. The County shall provide the required
14 facilities for the employee's clean up. Neither party to this Agreement shall construe
15 "clean-up time" to mean "quit-early time" or "leave-early time."

16 **8. Uniform Time Charging Provisions**

17 **A. Rounding Rule** Time charged for all leaves and compensation for time
18 worked under the terms of this Agreement shall be subject to rounding to the nearest
19 quarter (1/4) of an hour in accordance with the following rules:

20 (1) 0 - 7 minutes rounds to 0 hours

21 (2) 8 - 15 minutes rounds to 1/4 hour

22 **B. Applications**

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

26 **2. Working Over:** An employee who works over less than eight
27 (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15)
28 minutes over shall be compensated one quarter (1/4) of an hour at the appropriate rate
29 of pay in accordance with Article 16, Wages.

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

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

5 **9. Time between shifts**

6 There shall be a minimum of eight (8) hours between regular scheduled shifts.
7 Employees who have completed their regular shift and are required to work an additional
8 continuous eight (8) hours shall be granted four (4) hours of rest with pay at the straight
9 pay hourly rate. The rest pay provisions shall apply to the employee's first four (4) hour
10 of their next shift and only occurs when the next regular shift begins within twelve (12)
11 hours of the end of the continuous work period.

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ARTICLE 15
STANDARDS

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

1 **ARTICLE 16**

2 **WAGES AND CLASSIFICATION SCHEDULE**

3
4 **1. Wages and Classification Schedule**

5 **A. Wage Rates for FY 2016 - 2017 (July 1, 2016 - June 30, 2017)**

6 Effective July 1, 2016, employees shall be compensated in accordance with
7 the wage schedule attached to this Agreement and marked Addendum A. Said schedule
8 reflects a cost of living increase of one percent (1%) effective July 1, 2016.

9 **B. Wage Rates for FY 2017 - 2018 (July 1, 2017 - June 30, 2018)**

10 Effective July 1, 2017, wage rates for employees for FY 2017 – 2018 (July 1,
11 2017 – June 30, 2018) shall be increased by the two point two percent (2.2%).

12 **C. Wage Rates for FY 2018 - 2019 (July 1, 2018 - June 30, 2019)**

13 Wage rates for employees for FY 2018 – 2019 (July 1, 2018 – June 30, 2019)
14 shall be adjusted by the same percentage general COLA adjustment agreed to by IBEW
15 Local 48.

16 **D. Wage Rates for FY 2019 - 2020 (July 1, 2019 - June 30, 2020)**

17 Wage rates for employees for FY 2019 – 2020 (July 1, 2019 – June 30, 2020)
18 shall be adjusted by the same percentage general COLA adjustment agreed to by IBEW
19 Local 48.

20 **E. Wage Rates for FY 2020 - 2021 (July 1, 2020 - June 30, 2021)**

21 Wage rates for employees for FY 2020 – 2021 (July 1, 2020 – June 30, 2021)
22 shall be adjusted by the same percentage general COLA adjustment agreed to by IBEW
23 Local 48.

24 **2. Pay Period**

25 Employees shall be paid on a twice a month basis. The pay periods shall be the
26 1st through the 15th of each month and the 16th through the end of each month. Employees
27 will be paid on the 15th of each month for hours worked during the second pay period of
28 the preceding month, and on the last business day of each month for hours worked during
29 the first pay period of that month; provided, however, that if either date falls on a Saturday,
30 Sunday, or Holiday, the pay date will be the preceding business day.

31 **3. Reporting Time**

1 An employee who is scheduled to report for work as scheduled, but where work is
2 not available for him or her, shall be excused from duty and paid at his or her regular rate
3 for a day's work.

4 **4. Call-In Time**

5 Any employee called to work outside his or her regular shift shall be paid for a
6 minimum of four (4) hours at the rate of time and one-half (1.5) except that an employee
7 called to work within two (2) hours of the commencement of his or her scheduled shift
8 shall be paid at the rate of one and one-half (1.5) times the employee's regular straight
9 time rate only for the period elapsed from the commencement of the call-out to the
10 commencement of the shift. It is the understanding of the parties that the four-hour period
11 for a Call-In commences with the acceptance of the call-in assignment and ends four (4)
12 hours later. Employees will only be called out and remain working for bona fide urgent
13 and immediate operational needs. Call-in time will not be used for assigning (stacking)
14 routine work. The employer may also assign an employee who may be subject to call-out
15 a County vehicle, which the employee shall use solely for performing County business
16 and for commuting to and from work. The assignment of the vehicle shall be voluntary,
17 except that it may be made mandatory in the event of an emergency or if the public health
18 or safety may be in jeopardy. The vehicle assignment may be rescinded at the employer's
19 discretion. If such assignment is made, the employee shall not be charged for such
20 vehicle.

21 **5. Overtime**

22 **A. Time and One-Half**

23 Employees will be compensated at the rate of one and one-half (1 ½) times
24 their normal rate of pay for additional time worked as follows:

25 i. In excess of eight (8) hours in any work day for a five (5) day, forty
26 (40) hour-a-week employee; or

27 ii. In excess of ten (10) hours in any work day for a four (4) day, forty
28 (40) hour-a-week employee; or

29 iii. In excess of forty (40) hours in any FLSA work week.

30 **B. Double Time**

1 An employee will be paid at the rate of two (2) times his or her regular rate
2 of pay for hours worked which meet all of the following criteria:

3 i. The hours worked were in excess of forty eight (48) for the FLSA
4 work week; and

5 ii. The employee works on all days of the FLSA work week; and

6 iii. The hours were worked on the employee's final day of rest during
7 the FLSA work week.

8 C. Overtime worked shall be calculated in accordance with the uniform time
9 charging provisions of Article 14.

10 **6. Compensatory time**

11 Compensatory time may be accrued by agreement between the County and the
12 employee with the following limitations. Specifically, in lieu of overtime pay, an employee
13 may, with supervisory approval, elect to accrue compensatory time equivalent to the
14 applicable overtime rate for each hour of overtime worked provided:

15 A. The maximum allowable accumulation of compensatory time off shall be
16 eighty (80) hours.

17 B. Accrued compensatory time off shall be used at the discretion of the
18 employee with the supervisor's consent.

19 In the event the employee terminates for any reason, accrued
20 compensatory time shall be paid to the employee or his or her heirs.

21 **7. Distribution**

22 Overtime work shall be distributed equally among employees within the same job
23 classification in each agency; provided, however, that exceptions may be made subject
24 to mutual approval of the County and the Union.

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

27 There shall be no discrimination against any employee who declines to work
28 overtime. Overtime work shall be voluntary except in cases where, in the County's
29 judgment, the public health, safety, and welfare may be jeopardized.

30 **8. Mileage Pay**

31 Whenever an employee is required to work at any location other than his or her

1 permanent place of reporting, he or she shall be paid at the rate of twenty cents (\$0.20)
2 per mile or the I.R.S. rate, whichever is greater, from his or her permanent reporting place
3 for the use of his or her personal transportation to and from the temporary new locations.
4 All employees shall be allowed pay from the time of reporting to their permanent reporting
5 place, and this shall end when they return to their permanent reporting place.

6 **9. Height Time Differential Pay**

7 When employees covered by this Agreement are performing painting on a
8 structure at or above the fifty (50) foot level directly above the ground, floor, roadway, roof
9 or water, the wage rate for such work shall be that to which the employee is normally
10 entitled plus an additional sixty cents (\$0.60) differential for each hour that the employee
11 is performing such work.

12 **10. Shift Differential**

13 In addition to the established wage rates, the County shall pay an hourly premium
14 of one dollar (\$1.00) to employees for all hours worked on shifts beginning between the
15 hours of twelve (12:00) p.m. and seven (7:00) p.m. For all hours worked on shifts
16 beginning between seven (7:00) p.m. and six (6:00) a.m., the County shall pay an hourly
17 premium of one dollar and twenty-five cents (\$1.25) to employees for each hour worked
18 during that period. Relief shifts will be paid an hourly of premium of one dollar and twenty-
19 five cents (\$1.25) per hour for all hours worked.

20 **11. Parking**

21 Whenever the employee is required to report to the Courthouse on a temporary
22 basis in his private vehicle, the County shall provide parking.

23 **12. Spray Painting and Toxic Vinyl Premium**

24 Any employee covered by this Agreement who performs spray painting or applies
25 toxic vinyls while silk screening shall receive a premium of thirty-five cents (\$0.35) for
26 each hour they perform such work, provided that such premium shall be paid only if the
27 employee wears a respirator.

28 **13. Coverwear for Maintenance Painter**

29 The County agrees to continue the practice of providing appropriate laundered
30 cover wear for employees covered by this Agreement.

1 **ARTICLE 17**

2 **DISCIPLINARY ACTION**

3
4 **1.** Employees may be subject to disciplinary action by suspension, oral or written
5 reprimand, demotion, reduction in pay, or dismissal; provided, however, that such action
6 shall take effect only after the appointing authority gives written notice of the action and
7 cause to the employee and mails such notice to the Union. This notice provision shall not
8 apply to oral or written reprimands, provided, however, that a copy of any written
9 reprimand must be mailed to the Union on the date of issuance.

10 **2.** Any permanent, non-probationary employee who is reduced in pay, demoted,
11 suspended, or dismissed shall have the right to appeal the action through the Grievance
12 Procedure.

13 The standard of review of disciplinary actions appealed under this section shall be
14 the "in good faith for cause" standard.

ARTICLE 18
SETTLEMENT OF DISPUTES

1. Grievance Procedure

Any grievance or dispute which may arise between the parties, involving the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

Step I After first attempting to resolve the grievance informally, any employee or the Union may present in writing such grievance to the employee's section or division head through the immediate supervisor within ten (10) working days of its occurrence; if at that time the individual employee or his or her representative is unaware of the grievance, it may be presented in writing within ten (10) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. The notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The supervisor shall then attempt to adjust the matter and respond, in writing, to the employee or his or her representative within ten (10) working days.

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

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

County Grievances

When the County has a grievance, it may be presented in writing to the Union through the Director of the Employee Services Division or his or her representative. The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the Board of

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

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

9 **Step V: Arbitration**

10 After the grievance has been submitted to arbitration, the parties, or their
11 representatives, shall jointly request the Oregon Mediation and Conciliation Service for a
12 list of the names of seven (7) arbitrators. The parties shall select an arbitrator from the
13 list by mutual agreement. If the parties are unable to agree on a method, the arbitrator
14 will be chosen by the method of alternate striking of names; the order of striking to be
15 determined by lot. One (1) day shall be allowed for the striking of each name. The final
16 name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties
17 from agreeing upon a permanent arbitrator or permanent list.

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

25 The arbitrator's decision shall be final and binding, but he or she shall have no
26 power to alter, modify, amend, add to, or detract from the terms of the Contract. His or
27 her decision shall be within the scope and terms of the Contract and in writing. Any
28 decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior
29 to the date the grievance was first filed with the supervisor and it shall state the effective
30 date of the award.

31 Expenses for the arbitration shall be borne by the losing party. Each party shall

1 be responsible for compensating its own representatives and witnesses. If either party
2 desires a verbatim recording of the proceedings, it may cause such a record to be made
3 on the condition that it pays for the record and makes copies available without charge to
4 the other party and the arbitrator.

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

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

9 **A.** Employees selected or elected by the Union as employee representatives
10 shall be known as "stewards". The names of the stewards and the names of other Union
11 representatives who may represent employees shall be certified in writing to the County
12 by the Union. Stewards may investigate and process grievances during working hours
13 without loss of pay and all efforts will be made to avoid disruptions and interruptions of
14 work.

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

18 **C.** In no event may the Union or the aggrieved employee initiate a grievance
19 under the procedure so outlined in this article where more than sixty (60) days have
20 elapsed since the occurrence of the grievance; however, in no way is this provision to be
21 interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e.,
22 the breach continues and is not a single isolated incident).

1 **ARTICLE 19**
2 **GENERAL PROVISIONS**
3

4 **1. No Discrimination**

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

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

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

20 **2. Bulletin Boards**

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

26 **3. Visits by Union Representatives**

27 The County agrees that the Business Manager or his or her Assistant, accredited
28 representatives of the Paint Makers, Sign, Display, Truck Painters, and Allied Trades
29 District Council 5, AFL-CIO, Local 1094 upon reasonable and proper introduction, shall
30 have reasonable access to the premises of the County at any time during working hours
31 to conduct Union business.

1 **4. Rules**

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

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

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

8 **D.** New employees covered by this Agreement shall be provided a copy of the
9 Agreement and rules at time of hire.

10 Any dispute as to the reasonableness of any new rule, or any dispute
11 involving discrimination in the application of new or existing rules may be resolved through
12 the grievance procedure.

13 **5. Seniority**

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

15 **1.** Total length of continuous service within the affected job classification
16 within the affected department; if a tie occurs, then

17 **2.** Total length of continuous service within the affected Department; if a
18 tie occurs, then

19 **3.** Total length of service within the County; if a tie occurs, then

20 **4.** Score on the last performance evaluation awarded under the system
21 to be developed in accordance with Multnomah County Code 3.10.130; if no system
22 exists, then score on original entrance examination.

23 **B.** In computing seniority for regular employees, the following factors will be
24 taken into account:

25 **1.** Part-time work within the same classification will be counted on a
26 prorated hourly basis.

27 **2.** After July 1, 1975, time spent on authorized leave without pay that
28 exceeds thirty (30) calendar days will not count.

29 **3.** Time spent in a trainee capacity (e.g., PEP, WIN, or other state or
30 federally funded programs) will not be included.

31 **4.** Time spent in classification in previous government service will be

1 included if the employee transferred in accordance with ORS 236.610 through 236.650.

2 **5.** Time spent on layoff will not count.

3 **C.** Seniority shall be forfeited by discharge for cause or voluntary termination
4 after July 1, 1975.

5 **D.** On May 15th of each year, the County shall furnish to the Union sufficient
6 copies of a seniority roster of all employees assigned to the classifications listed in
7 Appendix "A" hereunder and yearly by May 15th thereafter.

8 **E.** Employees may protest their seniority designation through the grievance
9 procedure outlined in this Agreement.

10 **6. Reduction in Force**

11 Layoffs will be in accordance with Multnomah County Code 3.10.250 or its
12 successor and the Personnel Rules pertaining thereto.

13 **7. County-Union Meetings**

14 The County Chair, or his or her representative(s) shall meet at mutually convenient
15 times with the Union committee. All such meetings shall be held during normal working
16 hours on County premises without loss of pay and the parties will so schedule such
17 meetings as far as practical to avoid disruptions and interruption of work. The Union
18 committee shall consist of not more than three (3) members selected by the Union.

19 **8. Safety Devices**

20 The County will furnish all safety devices necessary to comply with existing and
21 future state and federal safety requirements. No employee shall be disciplined for refusal
22 to violate the safety codes or the laws of the State of Oregon.

23 **9. Contract Work**

24 The County agrees that the Union will be notified a reasonable period of time in
25 advance of any contracting or subcontracting of work done by employees covered by this
26 Agreement.

27 **10. Supremacy of Contract**

28 To the extent allowable by law, whenever a conflict arises between this Agreement
29 and Multnomah County Code 3.10, et seq., or its successor, this Agreement shall prevail.

30 **11. Performance Evaluation Process**

31 **A.** The County may implement and maintain performance evaluation processes

1 involving members of the bargaining unit.

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

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

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

8 **12. Definitions**

9 The definitions set out in Addendum C are shall be deemed a part of this
10 agreement.

11 **13. Bus Pass**

12 **A. Statement of Purpose**

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

22 **B. Scope of Subsidy**

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

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

30 **2.** This program is offered only by Tri-Met. C-Tran will honor the Tri-
31 Met Universal bus pass on all C-Tran regular routes (C-Tran Express routes are

1 excluded).

2 **C. Procedural Requirements**

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

ARTICLE 20

SAVINGS CLAUSE AND FUNDING

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1. Savings Clause

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

2. Funding

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

1 **ARTICLE 21**
2 **ENTIRE AGREEMENT**
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4 The parties acknowledge that during the negotiations which resulted in this
5 Agreement each had the unlimited right and opportunity to make demands and proposals
6 with respect to any subject or matter not removed by law from the area of collective
7 bargaining, and that the understandings and agreements arrived at by the parties after
8 the exercise of that right and opportunity are set forth in this Agreement. This Agreement
9 constitutes the sole and entire existing Agreement between the parties. Except as
10 specifically modified by or treated in this Agreement, all policies, matters, questions and
11 terms affecting unit employees in their employment relationship with the County shall be
12 governed by the rules and regulations of the Employee Services Division and by
13 Multnomah County Code 3.10, et seq., or its successor. The County and the Union for
14 the life of this agreement each voluntarily and unqualifiedly waives the right, and agrees
15 that the other shall not be obliged, to bargain collectively with respect to any subject or
16 matter referred to or covered by this agreement, even though such subject or matter may
17 not have been within the knowledge or contemplation of either party or both parties at the
18 time that they negotiated and signed this Agreement.

19 Nothing in this article shall preclude the parties during the term of this Agreement
20 from voluntarily entering into amendments to the Agreement, nor shall the Union and the
21 County Chair, or his or her designee(s) for Labor Relations, be precluded from voluntarily
22 entering into memoranda of understanding, interpretation, or exception concerning
23 matters of contract administration.

ARTICLE 22

TERMINATION

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

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

FOR THE UNION:

Chris Bryant
Chris Bryant
Business Representative
International Union of Painters and
Allied Trades, D.C. 5

MULTNOMAH COUNTY, OREGON

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ADDENDUM A
WAGES AND CLASSIFICATIONS
Effective July 1, 2016

<u>CLASS TITLE/ NUMBER</u>	<u>HOURLY WAGE RATE</u>
Sign Fabricator	\$30.02

ADDENDUM B

MULTNOMAH COUNTY OREGON

Employee Organization Membership Dues

Payroll Deduction Authorization Plan

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

16 Signed: _____ Date: _____ / _____ / _____

17 Name of Employee

Month/Day/Year

18
19 Name of Employee Organization: _____

ADDENDUM C

Drug and Alcohol Policy

1. Drug Free Workplace Act

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

2. Holders of Commercial Drivers Licenses

While references to rules governing holders of Commercial Drivers Licenses (CDL's) are included below, they are not comprehensive. CDL holders are responsible for complying with all laws, work rules, or County procedures pertaining to them, in addition to the requirements of this addendum.

3. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

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

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

B. Work Rules

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

Employees shall:

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

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

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

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

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

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

9 **Employees shall:**

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

11 b. Not use or distribute alcohol without authorization.

12 **3. Fitness for duty**

13 **Employees shall:**

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

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

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

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

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

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

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

11 **4. Cooperation with Policy Administration**

12 **Employees shall:**

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

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

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

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

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

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

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

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

9 **C. Levels of Discipline**

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

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

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

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

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

1 Agreement is included as an attachment to this Addendum.

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

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

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

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

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

16 **D. Mandatory Assessment and Treatment**

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

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

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

30 **E. Return to Work Testing**

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

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

4 **4. Testing**

5 **A. Basis for Testing**

6 1. All employees may be tested:

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

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

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

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

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

21 **B. Establishing Reasonable Suspicion**

22 **1. Definition**

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

31 **2. Supervisory training**

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

5 **3. Lead Workers**

6 Lead workers who oversee day-to-day work activities are
7 “supervisors” for the purposes of establishing reasonable suspicion and directing
8 employees to be tested on that basis. This provision applies to lead workers who
9 supervise or act as lead workers as part of their job description.

10 **4. Additional precautions**

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

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

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

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

23 **C. Testing Methodology**

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

28 **1. Drug Testing**

29 **a.** Drug tests are conducted using urine specimens. In
30 accordance with CDL standards, the County will contract with a medical doctor trained in
31 toxicology to act as an MRO (Medical Review Officer). In the case of positive tests, the

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

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

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

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

19 **2. Alcohol Testing**

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

25 **b.** Alcohol confirmation tests are considered final, they may not
26 be appealed.

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

30 **5. Definitions**

31 **A. Alcohol:** Ethyl alcohol and all beverages or liquids containing ethyl alcohol.

1 Levels of alcohol present in the body will be measured using a breathalyzer test.

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

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

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

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

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

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

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

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

29 **J. Reasonable Suspicion of Being Under the Influence of Drugs or**
30 **Alcohol:**

31 See "Section IV. B. 1. a" above.

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

5 **L. Under the Influence of Alcohol:** See “Section III. B. 3” above.

6 **M. Under the Influence of Drugs:** See “Section II. B. 2” above.

1 Sample Last Chance Agreement

2

3

LAST CHANCE AGREEMENT

4

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

8

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

14

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

20

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

25

26 **4.** I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing
27 (urinalysis and breath test) by the County for a period of twenty-four (24) months from the
28 date I return to work. (This time period will increase accordingly if I am absent from work,
29 for any reason, for a cumulative period of one (1) month or more.) I understand that if I
30 refuse to take a drug and/or alcohol test or if a test is positive, my employment will be
31 terminated.

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

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

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

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

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

16
17 **Disciplinary Action**

18 I understand that the disciplinary action imposed in the attached letter may not be grieved
19 under the grievance procedure in the Local 1094 contract.

20
21 **Personal Commitment**

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

29
30 I understand the terms and conditions of this letter. I also understand that, except as
31 expressly stated in this agreement, my terms and conditions of employment will be

1 determined by the County's policies and rules, and that this agreement does not
2 guarantee me employment for any set period of time. I have had sufficient time to study
3 it away from the work place and to consult anyone I desire about it. I sign it free of any
4 duress or coercion. This letter will become part of my personnel file.

5

6

7 _____
(Employee) (Date) (Managerial Employee With (Date)
8 Disciplinary Authority)**

9

10 _____
(Labor Representative) (Date) (Employee's Immediate Supervisor***) (Date)

11

12

13 _____
(Multnomah County (Date)
14 Labor Relations, if applicable*)

15

16 Footnotes:

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

18 ** Always necessary.

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

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