
2018-2022

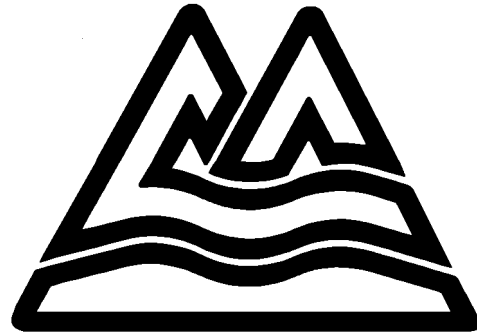
AGREEMENT

between

Multnomah County, Oregon

and

**Multnomah County Deputy
Sheriff's Association**



**2018-2022
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND THE
MULTNOMAH COUNTY DEPUTY SHERIFF'S ASSOCIATION
MCDSA**



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2018-2022
A G R E E M E N T
Between
MULTNOMAH COUNTY, OREGON
And The
MULTNOMAH COUNTY DEPUTY SHERIFFS ASSOCIATION

ARTICLE 1
PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, the Sheriff of Multnomah County, Oregon, hereinafter referred to as the Sheriff, and the Multnomah County Deputy Sheriffs Association, hereinafter referred to as the Association. The County, the Sheriff, and the Association recognize that the effectiveness of the Multnomah County Sheriff's Office depends upon the professionalism of members of the bargaining unit. The parties pledge through this Agreement to strive for ever-improved services to the public of Multnomah County.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment.

The parties agree as follows:

ARTICLE 2
RECOGNITION

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The County recognizes the Association as the sole and exclusive bargaining agent for all non-supervisory employee members of the bargaining unit (defined hereinafter) for the purpose of establishing wages, hours, and other conditions of employment. The bargaining unit shall be defined as including all non-supervisory sworn employees of the Sheriff's Office defined by Civil Service as Deputy Sheriff/Public Safety Officers, Sergeants, employees employed as Civil Deputy and Civil Deputy/Senior hereinafter referred to as "Civil Deputies"; and specifically excluding, Lieutenants and the Sheriff, and any other employees of the equivalent rank of Lieutenant or higher. The positions covered by this Agreement are listed in Addendum A attached hereto and made a part hereof.

All members covered by this contract are considered strike prohibited per ORS 243.736. If after bargaining, the parties do not reach agreement, the Association may exercise its right to submit the matter(s) to binding arbitration per ORS 243.742 for sworn employees.

ARTICLE 3

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 Sheriff's Office, determining the levels of service and methods of operation including subcontracting (except duties determined by the Sheriff to require performance by sworn law enforcement officers) and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, to determine 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 or general law, are not subject to the grievance procedure.

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ARTICLE 4
ASSOCIATION SECURITY

Employees shall have the right to self-organize, to form, join, or assist labor organizations or to refrain there from, to bargain collectively through representatives of their own choosing to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection. There shall be no discrimination exercised against any employee covered by this Agreement because of his/her membership or Association activities.

ARTICLE 5
DUES & CHECK OFF

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4 **A.** All employees covered under the terms of this Agreement may voluntarily
5 join the Association as a member.

6 **B.** The County agrees to deduct twice each month from the pay of employees
7 covered by this Agreement the Association membership dues, fees, costs, charges
8 and regular assessments of those Association members who individually authorize
9 such deductions in writing. Such authorization shall be terminable upon such notice as
10 is specified in the authorization.

11 **C.** The amounts to be deducted shall be certified to the County by the
12 Treasurer of the Association, and the aggregate deductions of all employees shall be
13 remitted, together with an itemized statement, to the Treasurer of the Association by
14 the first day of the succeeding month after such deductions are made. Any change in
15 the amounts to be deducted requires thirty (30) days advance notice from the
16 Treasurer to the County.

17 **D.** The County agrees to furnish the Association each month a listing of all
18 new employees covered by this Agreement hired during the month, and of all
19 employees covered by this Agreement who terminated during the month. Such listing
20 shall contain the names of the employees, along with their job classifications, work
21 locations and home addresses.

22 **E.** The Association agrees that it will indemnify, defend and hold the County
23 harmless from all suits, actions, proceedings or claims against the County or persons
24 acting on behalf of the County, whether for damages, compensation, reinstatement or
25 any combination thereof, involving the application of this Article. In the event that any
26 forum decides that any part of this Article is invalid and/or that reimbursement must be
27 made to employees affected, the Association shall be solely responsible for such
28 reimbursement.

ARTICLE 6

NO STRIKE AND NO LOCKOUT

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4 **A.** No employee covered by this Agreement shall engage in any work
5 stoppage, slowdown, or strike at any County facility or at any location where County
6 services are performed during the life and duration of this Agreement. If any such work
7 stoppage, slowdown, or strike takes place, the Association will immediately notify such
8 employees so engaging in such activities to cease and desist, and it shall publicly
9 declare that such work stoppage, slowdown, or strike is in violation of this contract and
10 unauthorized, and otherwise use all reasonable efforts and means to prevent a
11 continued violation of this contract. Employees in the bargaining unit, while acting in
12 the course of their employment, shall not refuse to cross any picket line established by
13 any labor organization. Any employee engaging in any activity in violation of this Article
14 shall be subject to immediate disciplinary action, including discharge, by the County.

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

ARTICLE 7
HOLIDAYS

A. Holidays and Holiday Pay

1. Any day the President and/or Governor of Oregon declares a holiday for all public and private sector employees shall be recognized and observed as a paid holiday. In lieu of any other specific, recognized or observed holidays, each employee shall be credited with eleven (11) personal holidays per year at the commencement of each fiscal year, and the employee shall receive one (1) day's pay at the straight time rate for each of the holidays selected on which he performs no work. It is recognized that one of these personal holidays is in memory of the contributions of Martin Luther King Jr. to the people of the United States. An employee hired subsequent to July 1 of a fiscal year shall be credited with seven and three tenths (7.3) hours of personal holiday time for each full month remaining in the fiscal year.

2. If any employee is scheduled to work New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day and still has remaining personal holidays, such work day may be designated as a personal holiday and worked at the holiday overtime rate of two and one-half (2-1/2) times the regular rate. With approval of Lieutenant or above, Christmas Day may be traded for any other religious holiday during the calendar year, provided the employee uses paid leave for, or works on December 25 at the employee's straight time rate. The employee must request such holiday trade in writing during the month of July each year prior to the requested trade.

3. The Sheriff may, upon ten (10) days notice, however, declare New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day (or alternate religious holiday) to be a holiday for all or certain non-patrol personnel.

B. Taking of Holidays

Employees shall be allowed to use the personal holidays consecutively and/or in conjunction with regularly scheduled vacations. Consistent with the needs of the Sheriff's Office, as reasonably determined by the Sheriff or his designee(s), an employee shall be granted a personal holiday upon fifteen (15) days' notice or upon mutual agreement. Upon demand by the employee or the Association, the Sheriff's

1 Office will provide in writing the reason(s) for any denial of such request within three
2 (3) working days.

3 **C. Unused Holidays**

4 **1.** Personal holidays do not accrue on the same basis as vacations.
5 Effective July 1, 2000, personal holidays, which have not been used by June 30 of the
6 fiscal year, shall be forfeited except that the employee may carry over into the next
7 fiscal year up to six (6) unused personal holidays. However, in no event may an
8 employee's beginning holiday balance exceed seventeen (17) personal holidays as of
9 July 1 of a fiscal year, including holidays carried over from the preceding fiscal year.

10 **2.** In no event shall an employee be paid for unused personal
11 holidays at the time of termination.

12 **D. Court Holidays**

13 Employees who are assigned to units, which observe court holidays shall
14 be allowed to work in other assignments on the court holiday, provided they have
15 notified the County at least thirty (30) days in advance of their intention to work on the
16 holiday. It shall be the County's responsibility to assign the work, consistent with the
17 employee's normal hours of work.

18 **E. Civil Deputies**

19 In addition to the eleven (11) personal holidays listed in Section "A"
20 above, Civil Deputies will be granted one (1) additional personal holiday each year of
21 this agreement as compensation for vacation accrual offset effective July 1, 2004.

1 **ARTICLE 8**
2 **VACATION LEAVE**
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4 **A. Accrual**

5 Employees shall accrue vacation time in accordance with the following
6 schedule:

7 **1. Less than Five (5) Years - Two (2) Weeks per Year**

8 Less than 10,440 straight time hours of continuous service, .0385
9 hours per straight time hour worked, cumulative to two hundred (200) hours.

10 **2. Five (5) Years but less than Ten (10) Years - Three (3) Weeks**
11 **per Year**

12 10,440 straight time hours, but less than 20,880 straight time
13 hours of continuous service, .0577 hours per straight time worked, cumulative to two
14 hundred forty (240) hours; and shall be entitled to three (3) weeks (i.e., 120 hours)
15 vacation.

16 **3. Ten (10) Years But Less Than Fifteen (15) Years – Four (4)**
17 **Weeks per Year**

18 20,880 straight time hours, but less than 31,320 straight-time
19 hours of continuous service, .0769 hours per straight time hour worked, cumulative to
20 four hundred (400) hours; and shall be entitled to four (4) weeks (i.e. 160 hours)
21 vacation.

22 **4. Fifteen (15) Years or More but less than twenty (20) years of**
23 **service – Five (5) Weeks per Year**

24 31,320 or more straight-time hours of continuous service, .0961
25 hours per straight-time hour worked, cumulative to five hundred (500) hours; and shall
26 be entitled to five (5) weeks (i.e. 200 hours) vacation.

27 **5. Twenty (20) Years of More – Six (6) Weeks per Year**

28 41,760 or more straight-time hours of continuous service, .1154
29 hours per straight-time worked, cumulative to five hundred (500) hours; and shall be
30 entitled to six (6) weeks (i.e. 240 hours) vacation.

31 **B. Continuous Service**

1 For the purposes of this Article, continuous service shall not be
2 terminated by voluntary termination or involuntary termination due to the expiration of
3 a layoff list, but shall be terminated for discharge for cause. Time in continuous service
4 shall exclude any leave of absence without pay, except for Family Medical Leave
5 Act/Oregon Family Leave Act (FMLA/OFLA) leave or any other leave guaranteed by
6 law, which exceeds thirty (30) calendar days and breaks between periods of regular
7 MCSO employment.

8 **C. Vacation Times**

9 Employees shall be permitted to choose either a split or an entire
10 vacation. Vacation sign-up will be in workweek (40 hour) blocks during the first seniority
11 preference sign-up. Vacation times shall be scheduled by the County. Scheduling shall
12 be based primarily on the needs of efficient operations and the availability of vacation
13 relief. Sign up for vacation shall be during or prior to January of each calendar year.
14 Within each unit and shift assignment there shall be an annual sign-up and every
15 employee shall have the right to express his preference for vacation time, but vacation
16 time shall be determined on the basis of seniority, within job classification. Each
17 employee will be permitted to exercise his right of seniority only at the annual sign up.
18 The right of exercise of seniority will be limited in total for compensatory time off,
19 personal holidays and vacation sign up to the amount of the employee's annual
20 vacation.

21 **D. Termination or Death**

22 After six (6) months of service, upon the termination of an employee for
23 any reason, or in the event of the death of an employee, all accumulated vacation shall
24 be paid either to the employee or his heirs, whichever the case may be.

1 **ARTICLE 9**
2 **SICK LEAVE**

3
4 **A. Accrual**

5 1. Employees shall accrue sick leave at the rate of .0461 hours for
6 each straight time hour worked, to be used in the event of his illness or illness of a
7 member of his immediate household. Sick leave may be accrued on an unlimited basis.
8 The first forty (40) hours per year of "paid sick time," as defined under ORS 653.601(6),
9 are protected under Oregon's sick state leave law. Accrued sick leave taken in excess
10 of forty (40) hours per year is not covered or protected under the state sick leave law,
11 but may be considered protected leave under other state and federal laws.

12 2. In cases where the employee is absent in excess of three (3) days,
13 the County may, selectively, without discrimination, request from such employee a
14 physician's statement verifying that the absence was due to illness.

15 **B. Death**

16 In addition to regular sick leave, an employee shall be granted not more
17 than three (3) days leave of absence with payment at the regular rate of pay for working
18 time missed during such three (3) day period in the event of death in the immediate
19 family of the employee. Such leave with pay shall be for the purpose of making
20 household adjustments or to attend funeral services. If such funeral is beyond three
21 hundred and fifty (350) miles, the employee may be granted up to three (3) additional
22 days with pay at the discretion of the Sheriff for travel and personal considerations.

23 **C. Immediate Family**

24 An employee's immediate family shall be defined as his or her spouse or
25 domestic partner, parents, step-parents, children, step-children, siblings, step-siblings,
26 grandchildren, grandparents, brothers-in-law, sisters-in-law and the parents, step-
27 parents, children, siblings, step-siblings and grandparents of his or her spouse or
28 domestic partner and any other familial relationship as defined under FMLA, OFLA, or
29 County policy. For purposes of this section, if an employee has a domestic partner as
30 described above, that domestic partner's children shall be treated as children of the
31 employee if, before their death, the employee legally adopted them or they regularly

1 lived with the employee and domestic partner for at least six (6) months immediately
2 prior to the death as part of a joint familial unit to which the employee regularly
3 contributed financial support and parental guidance. Further, the legally recognized
4 parents and siblings of the domestic partner shall be treated as in-law equivalents of
5 the employee. In the event of death involving relationships other than those set forth
6 above, under exceptional circumstances, a leave of absence may be granted by the
7 Sheriff upon request.

8 **D. Parental Leave**

9 Use will be subject to the same standards as any other illness or injury
10 under the terms of this article and as required by FMLA/OFLA. Sick leave may be used
11 by employees during Parental Leave as defined by FMLA/OFLA, except that the
12 amount of leave taken by the other parent of the employee's child will not affect the
13 amount of Parental Leave available to the employee. Additional parental leave benefits
14 may be available to bargaining unit members under County policies in place at the time
15 of the leave.

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ARTICLE 10
OTHER LEAVES

A. Leave of Absence

Leaves of absence without pay for a limited period may be granted for any reasonable purpose, and such leaves may be renewed or extended for any reasonable period. Leaves of absences without pay for educational purposes may be granted under the terms of this Section.

Any employee who has been granted a leave of absence and who for any reason fails to return to work within five (5) days after the expiration of said leave of absence shall be considered as having resigned his position with the County, and his position shall thereupon be declared vacated, except and unless the employee prior to expiration of his leave of absence has made application for and has been granted an extension of said leave or has furnished evidence that he was unable to request an extension of leave by reason of sickness or physical disability.

B. Jury Duty

Employees shall be granted leave with full pay in lieu of jury fees any time they are required to report for jury duty. If an employee is excused or dismissed prior to noon, he shall report for work.

C. Voting Time

Employees shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote.

D. Association Business

Employees elected or selected by the Association to do work which takes them from their employment with the County shall, at the written request of the Association, be granted a leave of absence without pay for up to thirty (30) days at the request of the Association.

E. Maternity Leave

Maternity leave without pay shall be governed by Section A of this Article.

1 **F. Tuition Reimbursement**

2 The County will reimburse an employee for the cost of tuition for any
3 course of study taken on the employee's own time which, in the County's judgment, is
4 related to the employee's position and will result in improved performance, subject to
5 the County's budgetary limitations and priorities. Employees shall apply for approval of
6 the request for reimbursement at least five (5) days prior to the proposed enrollment.
7 If approved in writing prior to enrollment, the County will make reimbursement within
8 thirty (30) days after proof of satisfactory completion of the course. In addition, the
9 County may advance the cost of tuition and incidental expenses if, in the County's
10 judgment, such advance is consistent with County financial and operational needs and
11 priorities, and the employee signs an agreement that if he or she does not satisfactorily
12 complete the course, the County will have the right to deduct the amount of the
13 advance from his pay or use other means to collect the amount of the advance.

14 **G. Military Service**

15 **1. Leave With Pay**

16 In compliance with State law (ORS 408.290) following six (6)
17 months of employment, any employee may apply for a leave of absence with pay for
18 any period of annual active duty for training as a member of the National Guard,
19 National Guard Reserve or of any reserve component of the Armed Forces of the
20 United States. Such leave with pay and without loss of benefits or accrual of benefits
21 shall not exceed fifteen (15) calendar days or eleven (11) work days in any one (1)
22 calendar year.

23 **2. Leave With Repayment**

24 Employees shall be allowed to attend required military service or
25 training sessions which fall on their regular working day(s) in lieu of their scheduled
26 shift provided that twenty (20) days' notice is given and they agree to and do work on
27 a scheduled day(s) off in compensation. Such repayment shall be made within thirty
28 (30) calendar days or the equivalent amount of pay shall be deducted from the
29 employee's next paycheck. When an employee fails to comply with this section on two
30 (2) separate occasions during the term of this contract, further rights under this Section
31 2 shall be suspended for twelve (12) months from the date of the second infraction.

1 **3. Leave Without Pay**

2 In compliance with Federal law (38 USC CH. 43, Part III), an
3 employee shall be granted military leave without pay for such days as are not
4 compensated under the provisions of subsections 1 and 2 above. There is no limitation
5 on the number or duration of such leaves. An employee on such leave shall preserve
6 the seniority status, pay, and vacation he would have had if he had not been absent
7 for such purposes.

ARTICLE 11
HEALTH AND WELFARE

I. Medical and Dental Insurance

A. Definitions and Contributions Toward Insurance Premiums

1. Definitions Full-Time employees

a. Full-Time Employees

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

b. Part-Time Employees

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

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

2. Medical Plans and Insurance Contributions

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

Effective January 1, 2019

<u>Health Plan</u>	<u>County Contribution</u>	<u>Full-Time Employee Contribution</u>
Moda Performance Plan	90%	10%
Moda Preferred Plan	95%	5%
Moda Major Medical Plan	100%	0%
Kaiser Medical Plan	95%	5%

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Effective January 1, 2020

<u>Health Plan</u>	<u>County Contribution</u>	<u>Full-Time Employee Contribution</u>
Moda Plan 400	92.5%	7.5%
Moda Major Medical Plan	100%	0%
Kaiser Medical Plan	95%	5%

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3. Dental Plans and Insurance Contributions

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

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Effective January 1, 2019

<u>Dental Plan</u>	<u>County Contribution</u>	<u>Full-Time Employee Contribution</u>
Delta Dental Plan	95%	5%
Kaiser Dental Plan	95%	5%
Willamette Dental Group	95%	5%

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Effective January 1, 2020

<u>Dental Plan</u>	<u>County Contribution</u>	<u>Full-Time Employee Contribution</u>
Delta Dental Plan	93%	7%
Kaiser Dental Plan	93%	7%
Willamette Dental Group	93%	7%

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B. Health Care Cost During the Term of Agreement

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

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1 bargaining units or changes offered by carriers that would impact plan designs.
2 Changes in plans or plan designs which are mandatory by carriers and which cannot
3 be resolved by the parties shall be subject to notice and expedited bargaining
4 obligations, consistent with applicable law. Mandated coverage changes due to
5 Federal or State laws, rules, or regulations shall be presented to the Association, but
6 will be implemented by the County as required by law.

7 **C. Premium Calculations**

8 1. For Kaiser Plans, the premium charges shall be the amount
9 charged by Kaiser to the County. For the Moda plans, the premium charges shall be
10 calculated, using sound actuarial principles, and include projected claim costs based
11 on plan experience as required by state regulations, IBNR expenses, Federal or
12 Oregon state assessments, pharmaceutical claim expenses, stop-loss premiums,
13 third-party benefit plan administration costs, and an appropriate trend factor selected
14 to limit County contributions and employee cost shares while providing adequate
15 funding for plan operations. The Association may challenge the accuracy of the
16 premium calculations through the grievance and arbitration procedure and the
17 arbitrator shall have the authority to award a refund of excess contributions for the
18 calendar year in which the miscalculation was determined to have occurred.

19 2. Such a challenge shall not be limited by the time lines set forth in
20 Article 20; but only one challenge may be filed for any calendar year, and any award
21 of excess contributions shall be limited to that year.

22 **D. Employee Contribution**

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

27 **E. Moda Major Medical Plan Rebates**

28 Full-time employees who elect coverage under the Moda Major Medical
29 Plan will be paid fifty dollars (\$50) (gross) per month.

30 **F. Opt-Out of Medical Plan Benefits**

1 1. Employees may elect to Opt Out of coverage in the County's
2 medical benefit plan by making that election on their Benefit Enrollment form.
3 Employees making such election must provide annually, an affidavit or other qualifying
4 proof of other group medical benefit plan coverage covering all tax dependents in order
5 to make the Opt Out election. Employees will not be eligible to change their election
6 until the County's official annual open enrollment period, unless the employee
7 experiences an IRS recognized family status change event that would allow a mid-year
8 health plan election change or qualifies for Special Enrollment under HIPAA.

9 2. **Full-Time Employees who Opt Out**

10 Full-time employees who Opt Out of medical benefit plan
11 coverage will receive a reimbursement paid by the County of two hundred fifty dollars
12 (\$250) (gross) per month.

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

20 G. **Successor Plans and Carriers**

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

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

30 a. **Employee Benefit Advisory Team (EBAT)**

31 The Association and the County have shared interest in

1 addressing increasing health insurance costs. In an effort to collaborate together over
2 quality health plans, design changes and cost management, the parties agree to
3 participate on an Employee Benefits Advisory Team (EBAT) with such other County
4 employee bargaining units as agree to participate, to review and consider health plans,
5 design changes and cost sharing features. The EBAT will be advisory only, and will
6 report member recommendations to the County Chair. EBAT does not preclude the
7 parties from entering into any Memoranda of Agreement (MOA) authorizing mutually
8 agreed-upon plan changes. The Association will be entitled to one representative
9 bargaining unit member on the EBAT.

10 **b. PPACA Excise Tax Reopener**

11 On or after January 1, 2021, either the County or
12 Association may exercise a limited reopener of Article 11, Health and Welfare; and
13 Article 16, Compensation, effective as of January 1, 2022. Additional articles may be
14 reopened by agreement of the parties. This reopener will be for the exclusive purpose
15 of addressing the impacts and effects of the PPACA Excise Tax or revisions thereto,
16 and may include, but is not limited to, plan and plan design changes. This reopener
17 will be subject to the same rules and bargaining process that pertains to the expedited
18 bargaining process set forth in ORS 243.698.

19 **H. Default Enrollment**

20 New full-time employees who fail to submit timely application to Opt Out
21 or enroll into the medical and dental benefit plans described in Section A will be
22 enrolled by default in the County's Major Medical plan and Moda Dental plan, with
23 employee only coverage. Eligible dependents of such employees may be enrolled in
24 the default plans if the employee submits an application requesting dependent
25 enrollment within fifteen (15) days of receiving notice of their default enrollment.

26 **I. Eligible Dependents (Enrollment & Termination of Enrollment)**

27 **1. Spouses and domestic partners**

28 **a. Definitions**

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

31 **ii.** A "domestic partner" is a person with whom the

1 employee:

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

7 (b) Has a close personal relationship.

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

10 (1) Are not legally married to anyone;

11 (2) Are each eighteen (18) years of age or
12 older;

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

15 (4) Were mentally competent to contract
16 when the domestic partnership began;

17 (5) Are each other's sole domestic
18 partner;

19 (6) Are jointly responsible for each other's
20 common welfare including "basic living expenses" as defined in the Affidavit of
21 Marriage or Domestic Partnership.

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

23 Employee may enroll spouse or domestic partner in County
24 medical and dental plans upon completion of the County's Affidavit of Marriage or
25 Domestic Partnership and applicable enrollment forms. Enrollment times and other
26 procedures for administration of the medical and dental benefit plans shall be applied
27 to employees with domestic partners in the same manner as to married employees to
28 the extent allowed by the law. Spouse or domestic partner must be enrolled in the
29 same plan as the employee.

30 **2. Children**

31 **a. Definition**

1 "Eligible children" includes:
2 i. any biological or adoptive child of the employee or
3 employee's spouse/domestic partner who is under the age of twenty-six (26); or
4 ii. a court appointed ward of the employee or
5 employee's spouse/domestic partner to the age of majority [most commonly age
6 eighteen (18)] or to the age stipulated in the court documents but not to exceed age
7 twenty-six (26); or
8 iii. anyone under the age of twenty-six (26) for whom
9 the employee is required by court order to provide coverage, or
10 iv. the newborn children of an enrolled, unmarried,
11 eligible child of the employee or employee's spouse/domestic partner (grandchild of
12 employee) if:
13 (a) the parent child is under age twenty-three (23) at
14 the time of the grandchild's birth,
15 (b) both parent child and grandchild reside with
16 County employee,
17 (c) Grandchild's eligibility for coverage ends upon
18 the parent child's twenty-third (23rd) birthday or marriage date, whichever occurs first,
19 unless the County employee has legal custody of the grandchild.
20 v. an eligible dependent enrolled under employee's
21 County sponsored health plan, who becomes permanently disabled prior to their
22 twenty-sixth (26th) birth date, may be eligible for continued health plan coverage after
23 reaching the usual maximum dependent age of twenty-six (26). Employees with a
24 dependent child in this situation should contact the County Employee Benefits Office
25 three (3) months prior to child's twenty-sixth (26th) birth date to initiate eligibility review
26 process.

27 b. **Enrollment of Dependent Children**
28 Employee may enroll eligible children in County medical
29 and dental benefit plans upon completion of the County's applicable enrollment forms.
30 Children must be enrolled in the same plans as the employee.

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

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

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

6 Employees are responsible for timely reporting of any change in
7 the eligibility status of enrolled dependent family members to the County Employee
8 Benefits Office.

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

13 **b.** Employees whose marriage or domestic partnership ends
14 must submit a statement of Termination of Marriage/Domestic Partnership and a
15 Benefit Change to the Employee Benefit Office.

16 **c.** Employees must remove from coverage a child who has
17 become ineligible by submitting a Benefit Change.

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

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

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

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J. When Benefits Coverage Begins and Ends

1. Coverage for new employees

a. Medical and Dental Benefits

Employees who enroll on the first (1st) of the month will be covered that day provided that the employee has completed all required submissions to the Employee Benefits Offices. Employees who enroll after the first (1st) day of the month following hire, but within thirty-one (31) days of hire, will be covered the first (1st) day of the month following date completed enrollment is received by Employee Benefits Office. Employees who do not enroll within thirty-one (31) days of hire will be enrolled based on the default enrollment procedure. Coverage under the default plan(s) will begin on the first (1st) day of the month following thirty-one (31) days of employment.

2. Benefits coverage for terminating employees

a. Retirees

i. County-subsidized coverage

Benefits options for retirees are provided for in Section “K” below.

ii. Continuation of coverage through COBRA

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

b. Other terminating employees

i. County sponsored coverage

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

1 status:

2

<u>Last Day in Paid Status</u>	<u>Coverage Ends</u>
1st - 15th of month	End of the month
16th - 31st of month	End of the following month

3

4 **Example:** Employee A’s last working day in paid status is July 15.
 5 Employee A’s County sponsored health plan coverage will end July 31. Employee B’s
 6 last working day in paid status is July 16. Employee B’s County sponsored health plan
 7 coverage will end on August 31. Employee B will have additional cost shares deducted
 8 from final paychecks to cover the cost shares for August coverage.

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

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

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

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

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

18 **b. FMLA/OFLA Leaves**

19 **i.** The County will contribute toward medical and
 20 dental benefit plan coverage during unpaid approved FMLA/OFLA leave as required
 21 by law. Unpaid cost shares will be recovered from employee when employee returns
 22 to paid status.

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

27 **c. Non-FMLA/OFLA Unpaid Leaves**

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

29 Lapsing of County-subsidized coverage occurs after

1 passage of thirty (30) day leave period. 31st day of leave with unpaid status triggers
2 loss of health plan coverage. If 31st day of unpaid non-FMLA/OFLA leave occurs:

3

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

4

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

11

ii. Continuation of Coverage through COBRA

12

Employees may continue to purchase coverage
13 under medical and dental benefits plans on a self-pay basis as mandated by law.

14

iii. Benefits Coverage upon return from a leave

15

(a) Employees returning from a leave of absence

16

without pay during the same plan year will be reinstated to the same medical and dental
17 benefit plans (or successor plans) they had when they left County employment. If they
18 return from leave the first (1st) day of the month, coverage will be in effect upon their
19 return from leave; otherwise, coverage will be in effect the first (1st) day of the month
20 following their return from leave.

21

(b) Employees returning from unpaid non-

22

FMLA/OFLA leave in a new plan year may enroll in different plans within thirty-one (31)
23 days of their return. Such employees must enroll upon their return to work. Employees
24 who enroll on the first of the month will be covered that day provided the employee has
25 completed all required submissions for the Employee Benefits Office. Otherwise,
26 coverage will be in effect the first (1st) day of the month following enrollment and
27 completion of all required submissions by the County Employee Benefits Office.

1 **K. Retiree Medical Insurance**

2 1. For purposes of this section, "retiree" refers to a person who
3 meets the criteria of paragraph 6 below, who separated from service from the County
4 on or after the original implementation date of this section and, at the time of retirement,
5 occupied a position covered by the Deputy Sheriffs bargaining unit. For purposes of
6 this section, "member" or "members" refers to an active employee(s) who permanently
7 occupies a position(s) covered by the Deputy Sheriffs bargaining unit.

8 2. The implementation date of this section shall be March 31, 1990;
9 provided, that bargaining unit members who retired on or after July 1, 1989 but before
10 March 31, 1990 shall upon attainment of age fifty-eight (58) or older on or after March
11 31, 1990 be eligible to receive County-paid benefits as provided in this Section if the
12 retiree continuously self-paid the premium for his County medical insurance plan from
13 the date of retirement until the date of his eligibility for County-paid benefits as provided
14 in this section.

15 3. Except as otherwise provided in this Section, retirees may
16 continue to participate in the County medical plan available to members, but not in
17 other County plans not available to members. Coverage of eligible dependents
18 uniformly terminates when coverage of the retiree terminates, except as otherwise
19 required by applicable state or federal law.

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

26 5. The retiree shall be responsible for promptly notifying the
27 Employee Benefits Office in writing, of any changes in the retiree's current address
28 and of any changes in retiree or dependent eligibility for coverage.

29 6. Retiree Benefits Eligibility

30 a. If a retiree has thirty (30) years of continuous County
31 service, regardless of age, the County shall pay one-half (1/2) of the monthly medical

1 insurance premium on behalf of the retiree and his eligible dependents, until the
2 retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier.

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

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

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

12 **iii.** ten (10) years of continuous County service
13 immediately preceding disability retirement regardless of age.

14 **c.** Retiree eligibility to participate in County health care
15 coverage will terminate upon the retiree's eligibility to participate in Medicare due to
16 age or disability. Coverage of eligible dependents uniformly terminates when
17 coverage of the retiree terminates, or the dependent becomes eligible for Medicare
18 due to age or disability, except as otherwise required by applicable state or federal
19 law. This provision does not apply to any retirees or dependents of retirees who
20 participate in County health care coverage prior to the ratification date of this
21 Agreement.

22 **7.** Actual application for Medicare shall not be required for a finding
23 that a retiree is "eligible for Medicare" under subsection 6 of this section.

24 **8.** Part-time service in a regular budgeted position shall be prorated
25 for purposes of the service requirements set forth in subsection 6 of this section. (For
26 example, twenty (20) hours per week for two (2) months would equal one (1) month
27 toward the applicable service requirement).

28 **9.** In addition to the other requirements of this section, continued
29 medical plan participation or benefit of County contributions is conditioned on the
30 retiree's continuous participation in the members' medical and/or dental insurance plan
31 from the time of retirement, and upon the retiree's timely payment of the applicable

1 retiree portion (i.e., 50% or 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.
4 However, a retiree who retires on or after ratification of this Agreement will be allowed
5 to leave coverage and opt back on to a County plan as a one-time opportunity. To
6 receive this benefit, the retiree must demonstrate continuous coverage under another
7 employer-sponsored group medical plan and must enroll within sixty (60) calendar
8 days of loss of coverage under the other group medical plan. The effective date of
9 coverage will be the first (1st) day of the month on or after receipt of all enrollment
10 forms.

11 The County shall inform the retiree of the identity and mailing address of the
12 billing agent at the time the retiree signs up for continued post-employment medical
13 insurance coverage, and shall inform the retiree of changes of billing agent not less
14 than forty-five (45) days in advance of the effective date of the change.

15 **10.** In the event the state or federal government mandates County
16 participation in and payment, in whole or in part, for any medical and/or dental
17 insurance or benefits plan which provides retirees with medical benefits or insurance
18 coverage which would constitute a substantially similar substitute for the benefits or
19 coverage and for substantially the same period as provided in this section, the County
20 may cancel, in whole or in part, the rights and benefits which would otherwise be
21 provided under this section to the categories of retirees or persons covered by the
22 state or federal mandate, by written notice to the Association and retirees affected by
23 the cancellation.

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

1 event, upon request by the County, the Association agrees to meet and discuss
2 alternatives, which may have greater tax advantage for members and the County.

3 **II. Other Benefits**

4 **A. Disability Insurance**

5 **1. Long-Term Disability Insurance**

6 The employer shall purchase on behalf of each benefit eligible
7 employee that works twenty (20) hours or more a week a long-term disability insurance
8 policy. All bargaining unit employees will be covered by a County paid long-term
9 disability insurance policy, the provisions of which will be the same as those in the
10 County's group policy plan as specified to the Association. The County may not
11 terminate a disabled employee (except for cause unrelated to the disability) during the
12 period of disability.

13 **2. Optional Short Term Disability Insurance**

14 Any full-time employee covered by this Agreement may participate
15 in the County's optional Short-Term disability insurance plan as specified to the
16 Association. The monthly premium must be paid individually through payroll deduction.
17 Short-term disability elimination period is thirty (30) days with benefits ending at the
18 ninetieth (90th) day for timely enrollees within thirty-one (31) days of hire. These forms
19 are processed by the Employee Benefits Office. Qualification is subject to the eligibility
20 requirements of the disability carrier contract.

21 **B. Flexible Spending Account**

22 **1. Medical expenses**

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

28 **2. Dependent care expenses**

29 To the extent permitted by law, Dependent Care Assistance Plan
30 (DCAP) accounts, which allow employees to pay for child or elder care with pre-tax
31 wages, will be available according to the terms of the Multnomah County Dependent

1 Care Assistance Plan number 502.

2 **3. Transportation Expenses**

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

7 **C. Voluntary Employee Beneficiary Association (VEBA)**

8 The County will contribute an amount equal to one percent (1%) of each
9 Association member's base and overtime wage and, at time of voluntary termination,
10 one hundred percent (100%) of Association member's accrued vacation cash out.
11 Voluntary termination identifications are listed in the March 24, 2015 Memorandum of
12 Agreement between the Association and the County. The contribution process will
13 remain in place for the term of this collective bargaining agreement, with extension of
14 the contributions subject to annual review by mutual agreement of the Association and
15 County.

16 **D. Life Insurance**

17 The County agrees to continue providing each employee covered by this
18 Agreement with the existing term life in the amount of fifty thousand dollars (\$50,000)
19 and accidental death and dismemberment insurance in the amount of one hundred
20 thousand dollars (\$100,000). Retirees of the Sworn Law Enforcement Officers'
21 Retirement System who retire on or after 7/1/2001 will be provided with five thousand
22 dollars (\$5,000) term life insurance coverage. Employees shall designate their
23 beneficiaries. Any increases to the County provided coverage will be implemented
24 following ratification of this agreement and are subject to the terms of the insurance
25 contract.

26 **III. Health and Security of Persons and Facilities; Administrative Search**
27 **Authorized**

28 **A.** To aid the interdiction of illegal drugs, detect and suppress
29 substance abuse, promote the health and safety of MCSO employees, MCSO
30 clientele, and the public, further penal and rehabilitative policy objectives, and ensure
31 confidence of the public and other justice service agencies in the integrity of the MCSO,

1 the Sheriff may promulgate and enforce reasonable work rules related to the
2 possession and use of drugs and alcohol, and design and implement a combined or
3 singular urinalysis-based drug and breathalyzer-based alcohol testing program in
4 which Deputy Sheriffs and Sergeants may be required to participate, subject to the
5 limitations described in this section.

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

18 **C.** The giving of a urine sample as part of the testing program
19 implemented under this section shall be performed by the employee in private in a
20 suitable location designated by the employer.

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

29 **E.** Prior to implementing a revised testing program pursuant to this
30 section, the Sheriff or his designee(s) shall give the Association specific notice of the
31 contents of such program and of any substantial changes in the program made

1 pursuant to Association comments thereon and before initial implementation.
2 Thereafter, the Sheriff shall give the Association notice of any substantial revisions of
3 the plan. The Association shall have thirty (30) days to submit comments to the Sheriff
4 or his designee(s) on the program first proposed, and thereafter ten (10) days to submit
5 comments on any amendments to the program first proposed or program revisions
6 following implementation. The Association may initially raise any challenge to the
7 reasonableness of proposed rules or the constitutionality of any proposed rule or
8 program procedure only at this time. The Sheriff may implement the program or
9 program revision without bargaining after conclusion of the applicable comment period.

10 **F.** The employer shall give each current employee and each new hire
11 a copy of the program procedures, related work rules, and of any subsequent revisions
12 and notice that the procedures, rules or revisions may be applied to any Deputy Sheriff
13 or Sergeant.

14 **G.** Employees who voluntarily seek and obtain professional help for
15 substance abuse problems, and who thereafter refrain from the violation of employer
16 rules governing the possession or use of drugs shall not be subject to disciplinary
17 action for the previously undisclosed prohibited possession or use of drugs shall not
18 be subject to disciplinary action for the previously undisclosed prohibited possession
19 or use of the regulated substance. However, this does not immunize the employee for
20 discipline related to breaches of required conduct that were incidental to such use, or
21 for conduct for which the employer or any criminal justice agency had independent
22 knowledge prior to the employee's disclosure.

23 **H.** Disputes concerning the constitutionality of any rule or procedure
24 designed or implemented pursuant to this section shall not be subject to grievance or
25 binding arbitration. It is the parties' intent that such disputes will be resolved through
26 the court system.

27 **I.** Work time used for purposes of assessment, evaluation
28 counseling, and treatment of drug or alcohol dependency shall be charged against
29 accrued and available sick leave until exhausted, then against accrued and available
30 vacation leave until exhausted, next against unused personal holidays until exhausted,
31 and finally against leave without pay if authorized by the employer. This section shall

1 not preclude the employee from using catastrophic leave in accordance with and
2 subject to the terms of County personnel rule 2-55.

3 **J.** Only a laboratory certified by the State of Oregon may be used to
4 perform test analysis under the program. However, on or after July 1, 1994, the
5 laboratory that performs such test analysis shall also be certified by SAMSHA. Testing
6 procedures for all employees shall be governed by the same standards as apply to
7 employees whose jobs require a Commercial Drivers License under federal law.
8 These standards include, but are not limited to, those governing sample acquisition,
9 chain of custody, laboratory selection, testing methods and procedures, and
10 verification of test results.

11 **K.** The County will contract with a medical doctor trained in toxicology
12 to act as a Medical Review Officer (MRO). He will review preliminary positive tests with
13 employees and any relevant health care providers before the results are reported to
14 the County. Based on his professional judgment, he may change the preliminary
15 positive test result to negative. (NOTE: The County will not be able to distinguish a test
16 result that is negative by MRO intervention from any other negative test result). In
17 addition, the following safeguards will apply:

18 **1.** The testing laboratory will issue test results only to the
19 investigatory or supervisory personnel designated by the County. The results will be
20 sent by certified mail or hand-delivered to the employee within three (3) work days after
21 receipt of the results by the County.

22 **2.** If the employee disagrees with the results of the drug test,
23 the employee may request, in writing within five (5) days of receipt of the test results,
24 that the sample be re-tested at the employee's expense by the testing laboratory. The
25 results of any such retest will be deemed final and binding and not subject to any further
26 test. Failure to make timely written request for a retest shall be deemed acceptance of
27 the test results. If an employee requests a retest, any disciplinary action shall be stayed
28 pending the results of re-testing.

29 **3.** Test results are medical records, and will be handled in
30 accordance with applicable federal and state law and County Administrative
31 Procedures concerning confidentiality and disclosure of such records.

1 **ARTICLE 12**
2 **WORKERS' COMPENSATION**
3

4 **A. Provision**

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

8 **B. Period of Time**

9 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 continued period of employment with reference to accrual of seniority or
12 retirement vesting rights unless the employee's "attending physician" (as that term is
13 defined under ORS 656.005(12)), the State Workers' Compensation Department or
14 Board (or its successor) certifies to the County in writing that the employee will be
15 permanently disabled to such an extent that he will be unable to return to the County
16 and fully perform the duties of the position occupied at the time of injury. In such event
17 the employee's status shall be governed exclusively by applicable State statutes
18 related to re-employment and non-discrimination.

19 **C. Supplemental Conditions**

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

25 **1.** Supplemental benefits shall only be payable for those days
26 compensable under Workers' Compensation as time loss.

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

29 **3.** To the extent not compensated by Workers' Compensation
30 benefits, the day following the first (1st) day of occupational disability and the next

1 succeeding day shall be compensated as time worked if such days would have been
2 work days.

3 **4.** If the absence due to disability is for a period of thirty (30) days or
4 more, the County may require a physician's statement, arranged for, by and at the
5 County's expense, setting forth the disability, current conditions and anticipated length
6 of continued absence. Based upon the physician's statement and the specific
7 circumstances surrounding the nature of continued disability, it shall be within the sole
8 and exclusive discretion of the Sheriff, or his designee(s), whether or not to provide
9 any continued supplemental benefits or PERS Continuation. However, revocation of
10 supplemental benefits or benefits under the PERS Continuation Program provided
11 under this Article shall not be arbitrary or capricious.

12 **D. Denial of Claim**

13 If the County or its agent denies the claim or if the employee accepts a
14 compromise settlement of a disputed claim, the employee's absence from work shall,
15 to the extent not compensated as time loss by the County, be paid from and charged
16 against his sick leave. However, if a denied claim is subsequently accepted or
17 reversed, sick leave will not be charged for the amount of compensated time loss.

18 **E. Borrowing of Sick Leave**

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

21 **F. Medical and Dental Benefits**

22 The County shall continue to provide medical and dental benefits for an
23 employee with a compensable claim and his or her dependent(s) as provided by Article
24 12 from the first (1st) day of occupational disability, subject to the limitations of Article
25 11, Health and Welfare, if any, for a period of twenty-four (24) months or such longer
26 period as required by law.

27 **G. Retirement Contributions**

28 The County shall continue to make retirement contributions, including
29 employee "pick up," based upon the appropriate percentage of supplemental benefits
30 paid, throughout the period that the employee receives such benefits.

31 **H. Regular Payday**

1 The employee shall receive his supplemental benefits for a given pay
2 period on the regular payday for that period.

3 **I. PERS Continuation Program**

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

9 **1. Written Election**

10 Eligible employees who wish to participate in the PERS
11 Continuation Program shall sign an election form and present it to the Multnomah
12 County Finance Division, Payroll Office.

13 **2. Benefits**

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

1 **3. Duties of Participating Employees**

2 **a.** The employee must reimburse the County for an amount
3 equal to the Workers' Compensation benefits received. The employee electing to
4 participate in this program is not entitled to keep both wages and the Workers'
5 Compensation benefits.

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

15 **4. Delinquency**

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

20 **b. County Duty to Notify Employee**

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

27 **c. Collection Fees for Late Payments**

28 In addition to the missed payment, the delinquent
29 employee is required to pay the County a fifty dollar (\$50) collection fee. The County
30 is also entitled to collect a delinquency penalty for each day of late payment after the
31 employee receives notice of delinquency. This daily fee shall equal one percent (1%)

1 of the Workers' Compensation benefit received by the employee for that pay period.
2 For example, an employee who repays an eight hundred dollar (\$800) delinquency
3 within one (1) week after receipt of the notice of delinquency will be assessed fees and
4 penalty of one hundred six dollars (\$106), (fifty dollars (\$50) collection fee plus fifty-six
5 dollars (\$56) in delinquency penalties). If an employee repays the delinquency prior to
6 receipt of the notice of delinquency, the employee will be assessed only the fifty dollars
7 (\$50) collection fee. The amounts owed by the employee can accumulate to an amount
8 no more than twice the amount of the delinquent time loss equivalent payment.
9 Employees who are physically or mentally disabled to such an extent that they cannot
10 perform repayment obligations will not be assessed penalties during the period of such
11 incapacity. In addition, an employee who has never in fact cashed the Workers'
12 Compensation benefit check and who returns the check to the County shall not be
13 assessed a daily delinquency penalty. These exceptions shall be enforceable through
14 the grievance procedure.

15 **d. Request for Penalty Waiver**

16 **1.** A delinquent employee may request waiver of a
17 delinquency penalty or collection fee. The request shall be in writing to the Director of
18 the County's Finance Division. The request shall state the reasons for the late
19 payment. The request must be made within ten (10) days after the delinquent payment
20 is made, or ten (10) days after receipt of notice of delinquency, whichever is earlier.
21 The Director shall have the discretion to waive or reduce the fee or penalty imposed.

22 **2.** An employee wishing to request a waiver must first pay
23 the underlying debt and the collection fee. If the employee's request is denied, the
24 employee must then pay the fees owed within seven (7) days of the receipt of the
25 Director's decision. The Director's decision on the request shall be sent in writing to
26 the employee by certified mail. The Director's decision shall be final.

27 **5. Length of Coverage**

28 An employee may choose to be covered under the PERS
29 Continuation Program only once for the employee's entire career as a Deputy Sheriff,
30 Sergeant, Civil Deputy or Civil Deputy Senior with Multnomah County. Once selected,
31 the election shall continue for three (3) continuous years from the effective date of the

- 1 election. The eligible employee is entitled to receive benefits under the program for the
- 2 entirety or for any portion of the election period for any compensable claims.

1 **ARTICLE 13**

2 **TORT CLAIM DEFENSE AND INDEMNIFICATION**

3
4 **A.** The County shall defend and indemnify employees covered by this
5 Agreement against claims and judgments incurred in or arising out of the performance
6 of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS
7 30.260 - 30.300.

8 **B.** The Association may elect to participate in a legal defense plan, such as
9 PORAC, the provides each of its members with an attorney as a direct result of criminal
10 charges or a criminal investigation arising out of the member's actions in the
11 performance of his/her duty as a Sheriff's Office employee. In such case, the County
12 shall reimburse to the Association on a quarterly basis the full premium amount paid
13 to the legal defense plan on behalf of each covered member, up to a maximum of \$5.00
14 per member per month. The County recognizes that it is not entitled to the work product
15 of the attorneys involved in this plan, and recognizes that there exists an attorney-client
16 privilege between the attorney and the sworn member.

ARTICLE 14
SENIORITY & LAYOFF

A. Definition of Seniority

Seniority is defined as:

1. Total length of unbroken service within the affected job classification; if a tie occurs, then
2. Total length of unbroken service with the County; if a tie occurs, then
3. Score on original examination for the affected job classification; if a tie occurs, then
4. By lot, in a manner to be determined by the Employee Services Division.

B. Computation of Seniority

In computing seniority, the following factors will be taken into account:

1. Seniority through and including April 30, 1987

Seniority for time served prior to March 1, 1987, shall be in accordance with the list given to the Association by the County during negotiations, which by this reference is incorporated herein, and in the event of bumping, in accordance with Section B.2.f. below.

2. Seniority for time served subsequent to April 30, 1987

Seniority for time served subsequent to April 30, 1987, shall be in accordance with the following rules:

- a. Part time regular employees shall be considered one-half (1/2) time employees for purposes of computing seniority.
- b. Time on authorized leave taken with pay will be counted.
- c. Time spent on a leave of absence without pay that exceeds thirty (30) days will not count. Time spent on a temporary assignment to a non-sworn position outside the Sheriff's Office shall be considered a leave of absence without pay.
- d. Time spent in a trainee or temporary capacity (e.g., PEP or Intern Programs) will not be included.

1 e. Time spent in a classification in previous government
2 service will be included if the employee transferred in accordance with ORS 236.610
3 through 236.640.

4 f. Employees who transferred to lower classifications (or
5 classifications previously held) will be understood, for purposes of these guidelines as
6 having accrued seniority in their present classifications plus the seniority accrued in
7 the higher classifications held by them prior to their transfer.

8 g. Time spent on layoff will not be included.

9 h. Service is "broken" for purposes of this article by discharge,
10 voluntary quit, or permanent transfer to a non-sworn classification, unless such transfer
11 was by reason of layoff and the employee remains on the layoff list.

12 **C. Layoff**

13 Reductions in force are to be identified by classification. Employees
14 holding positions shall be subject to demotion, transfer, or layoff options in inverse
15 order of seniority.

16 **D. Bumping Rules**

17 **1. Employees Without Permanent Status**

18 Within a classification, temporary, probationary, and other
19 employees who do not have permanent status will be laid off before employees with
20 permanent status and will not be placed on layoff lists and do not have bumping rights.
21 The order of layoff of temporary employees shall be governed solely by the Sheriff's
22 judgment.

23 **2. Part Time Employees**

24 Part time regular employees may bump less senior regular
25 employees within the same classification subject to the other provisions of these
26 guidelines.

27 **3. Transfer to a Lower Classification**

28 **a. Right to Transfer**

29 An employee who is subject to layoff may transfer to a
30 lower classification in the same promotional line, or to a classification previously held,
31 if (a) a vacancy exists, or (b) if no vacancy exists, the employee has more seniority

1 than an employee in the lower classification. Transfer will occur only if the employee
2 meets the minimum qualifications in the transfer contemplated.

3 **b. Definition**

4 **i.** A "promotional line" refers to a series in which the
5 higher classification requires service in the lower classification as a prerequisite. The
6 following promotional line is recognized for the purposes of the Layoff provisions of this
7 Agreement: Deputy Sheriff, Sergeant, Civil Deputy, Civil Deputy/Senior, provided,
8 however that the Civil Deputy/Senior who has never been a Civil Deputy cannot bump
9 a Civil Deputy.

10 **ii.** A "classification previously held" refers to a
11 classification in which the employee served as a regular employee and for which he
12 continues to qualify.

13 **iii.** For purposes of this Agreement, "sworn employee"
14 is defined as an employee who is certified by the Department of Public Safety
15 Standards and Training (DPSST) as a police officer and is employed by the Sheriff's
16 Office in such capacity.

17 **4. Trial Service Period**

18 An employee who has not completed a trial service period
19 following promotion shall be afforded bumping rights to the classification previously
20 held prior to promotion according to seniority.

21 **5. Exempt Sworn Employee**

22 An employee may be bumped by an exempt sworn employee who
23 was previously a member of the bargaining unit and who is demoted by reason of
24 budgetary reorganization or pursuant to Multnomah County Code 9.120(C). In such
25 event time served in exempt sworn status shall be counted and such service shall be
26 deemed part of the promotional line as specified in Section D.3.b.(i) above.

27 **6. Permanent Employees on Temporary Appointment**

28 A person who had acquired permanent, non-probationary status
29 in a classification and who subsequently is given a temporary appointment shall be
30 entitled to reappointment in his former classification under the guidelines of this
31 procedure.

1 **7. Transfers to a Higher Class**

2 Contemplated transfers to a higher level position shall be treated
3 as a promotional opportunity and shall be open to other employees who wish to apply.

4 **E. Placement on the Layoff List**

5 **1. Notice**

6 All employees who may be subject to layoff shall be given notice
7 in writing at least fifteen (15) days prior to the day of expected layoff. Such notice shall
8 stipulate the reason for layoff and shall further advise that the layoff is for reasons not
9 reflecting discredit on the employee. The Association shall also receive such
10 notification.

11 **2. Offer of Transfer or Demotion**

12 An employee who is subject to layoff and who is offered a transfer
13 and/or demotion option will indicate a preference within three (3) working days. Failure
14 to do so will be deemed as agreement to accept layoff status.

15 **3. Placement on List**

16 The name of an employee who is laid off shall be placed on a
17 layoff list for the classification that he last held and any other lower classification in the
18 promotional line. An employee who elects to retire shall not be considered as having
19 layoff status and shall not be placed on a layoff list. However, an employee who
20 accepts a transfer or demotion shall be placed on a layoff list for the classification from
21 which he was demoted.

22 **4. Time in Layoff Status**

23 Employees are entitled to have their names remain on a layoff list
24 for twenty-four (24) months from the date of layoff, transfer or demotion in lieu of layoff.
25 Employees will be removed from the layoff list only under the following circumstances:

- 26 a. Upon written request of the employee; or
27 b. Upon election to take retirement status; or
28 c. Upon acceptance of permanent reappointment from the
29 layoff list; or
30 d. Upon declining an offer of permanent reappointment; or

1 e. Upon failure to receive a response to a certified letter sent
2 to the employee's last known address within fourteen (14) days of its having been
3 mailed.

4 **5. Listing by Seniority**

5 Names of employees laid off in good standing shall appear on the
6 layoff list according to seniority within that classification.

7 **F. Recall of Laid-Off Employees**

8 When a vacancy occurs in a classification for which a layoff list exists,
9 the employees on the list shall be recalled in order of their seniority. Failure of the
10 County to recall a laid-off employee will be permitted only when the manager submits
11 clear justification in writing to the employee and the Association that re-employment
12 would not be in the best interest of the County by reason that the employee is no longer
13 qualified for the position. The above justification shall be reviewed and processed in
14 accordance with the rules governing dismissal for cause. All laid-off employees in a
15 classification must be recalled before the County may fill a vacancy in the classification
16 through the normal examination process.

17 **G. Retirement**

18 It is understood that seniority dates as established in this Agreement do
19 not apply to retirement benefit calculations.

20 **H. Annexation**

21 **1. Intergovernmental Agreement List**

22 No provision of this Article shall be deemed to alter the order of
23 employees on the list appended to the intergovernmental agreement governing
24 annexation between Multnomah County and the City of Portland.

25 **2. Employees Hired Subsequent to the Annexation Agreement**

26 **a.** No employee hired subsequent to the above cited
27 annexation agreement will be transferred to the City of Portland in advance of
28 employees already on the intergovernmental agreement list.

29 **b.** Layoffs unconnected with annexation shall be in reverse
30 order of seniority.

ARTICLE 15
HOURS OF WORK

A. Regular Hours

The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

B. Workweek

The workweek may consist of five (5) consecutive days of eight (8) hours of straight time per day or four consecutive days of ten (10) hours of straight time per day as assigned by the Sheriff or designee. Employees may voluntarily choose to split days off subject to the agreement of the Sheriff or his designee(s). This schedule is subject to rescission or modification in the same manner as a workweek schedule providing consecutive days off. Alternate work schedules may be implemented upon mutual agreement of the parties.

C. Workday

The workday shall consist of the current prevailing consecutive hours of work now scheduled. All employees shall be scheduled to work on a regular work shift, and each shift shall have the same starting and quitting times.

D. Shift Assignment

Whenever there is more than one (1) shift within the same job classification within a unit of the Sheriff's Office, employees may indicate their preference of shift and days off according to their respective seniority. Sheriff or his designee(s) will make shift assignments based on indications of seniority preference to the extent that they are consistent and do not conflict with the needs of the Sheriff's Office as reasonably determined by the unit commander. Such need will be documented in writing upon written request made to the Sheriff by the Association President.

E. Work Schedules

Work schedules showing the employee's shift, workdays and hours shall be posted on the employee's unit bulletin boards at all times. Except for emergency situations, and during the duration of the emergency, work schedules for any work shift

1 shall not be changed unless the changes are posted for ten (10) days. If the Sheriff
2 changes an employee's days off on an involuntary basis from those assigned as a
3 result of the annual sign-up, and such change results in a shorter weekend at the time
4 of the changeover, the employee shall be credited with the number of personal holidays
5 that he lost in weekend days.

6 **F. Work Schedule Changes**

7 **1. Involuntary Changes**

8 When a special emergency situation is declared by the Sheriff or
9 by his designee(s), unit members may be called to duty by the appropriate section
10 commander or his designee on adjusted shifts without the normal ten (10) day
11 notification. An employee called to duty in such manner will be notified at the earliest
12 possible time: (1) that he is being called in on a special emergency, (2) that his shift is
13 being adjusted, (3) what the starting (and, if possible, ending) hours for his shift will be,
14 and (4) that he will be compensated at the regular overtime rate for hours worked in
15 excess of his regular number of work day or work week hours.

16 For the purpose of this Section, a "special emergency situation" is defined as
17 those situations reasonably determined by the Sheriff or by his designee(s) to
18 represent an actual or potential risk of extreme property damage or personal injury to
19 the community.

20 **2. Voluntary Changes**

21 Changes of work days and days off will be considered voluntary if
22 they occur at the employee's request or as a result of shift bidding.

23 **G. Rest and Meal Periods**

24 Employees are on-call during rest and meal periods and operational
25 requirements may result in such periods being interrupted or missed. Absent such
26 operational interruptions, the following terms shall apply:

27 **1. Meal Periods**

28 All employees shall be granted a lunch period during each work
29 shift. Whenever practicable, the meal period will be taken in the middle of the shift. If
30 an employee is requested to work two (2) hours beyond his regular quitting time, he
31 will be permitted time off for a meal or rest period prior to beginning such overtime.

1 2. **Rest Periods**

2 All employees shall be permitted a fifteen (15) minute rest period
3 during each one-half (1/2) shift.

ARTICLE 16
COMPENSATION

A. Wages and Classification Schedule

1. July 1, 2018 Wages

Effective and retroactive to July 1, 2018, employees covered by this Agreement shall be compensated in accordance with the Wage Schedule attached to this Agreement as Addendum "A" and by this reference incorporated herein; said schedule reflecting a three and six tenths percent (3.6%) increase over June 30, 2017 rates.

2. DPSST Certification Requirements

Employees who attain the required level of certification as referenced in Article 17 Professional Development will receive the corresponding level of compensation as indicated.

i. To receive certification pay, the employee must have met the requirements and apply for DPSST Basic Certificate at Level I, and Intermediate DPSST at Level II, and Advanced DPSST Certificate at Level III.

ii. Each employee shall be required to keep the MCSO Human Resources Director or designee aware of any changes in the employee's eligibility.

iii. Certification pay will start upon receipt by MCSO of the DPSST Certificate, retroactive to the date of eligibility or application, whichever is later.

iv. Any overpayments are fully recoverable by the County.

3. Reopener

If the County's estimated general fund resources in the executive budget for any fiscal year falls fifteen percent (15%) or more below the estimated general fund resources in the executive budget of the immediately preceding fiscal year, any general wage increase provided by this agreement for the fiscal year for which such reduced revenue is projected shall not be implemented and negotiations over the terms of a substitute general provision for the affected fiscal year will commence on or before April 15 of the fiscal year preceding that in which the wage increase was to take effect.

1 **B. Longevity Pay**

2 Employees who have completed fourteen (14) years of County service
3 shall receive a longevity incentive payment of two and one-half percent (2.5%) of their
4 base hourly wage. This provision shall be effective at the start of the employee's
5 fifteenth (15th) year of service. Employees who have completed twenty (20) years of
6 County service shall receive an additional one percent (1%) of their base hourly wage
7 for a total longevity premium of three and one-half percent (3.5%). This provision shall
8 be effective at the start of the employee's twenty-first (21st) year of service.

9 **C. Working Out of Classification**

10 Whenever an employee replaces an employee in a higher classification
11 and performs the majority of the principle duties of the employee in the higher
12 classification, the employee shall be paid for such work at the rate assigned to the
13 higher classified work in the appropriate step, according to the promotional policy.

14 **D. Pay Periods**

15 The salaries and wages of employees shall be paid semi-monthly. Pay
16 dates under the semimonthly system shall be the same as those for Exempt County
17 employees.

18 **E. Call-In Time**

19 1. Any employee who is called to work outside his regular shift shall
20 be paid under the same terms as for making court appearances.

21 2. If an employee who is on Approved Leave (Vacation,
22 Compensatory, or Personal Holiday) is called to work during that scheduled leave, the
23 employee shall be paid under the same terms as for making court appearances. In
24 such cases employees shall have their original leave added back to his/her respective
25 leave bank.

26 3. Employees who are required to take calls at home (either by
27 telephone or pager) related to work but which occur outside their regularly assigned
28 shift and/or hours not covered by callout pay, shall be compensated at the overtime
29 rate at a minimum of fifteen (15) minutes or the length of the call whichever is greater.

30

31

1 **F. Overtime**

2 One and one half (1.5) times the employee's regular hourly rate of pay.
3 Overtime shall be paid for work under any of the following conditions, but compensation
4 shall not be paid twice for the same hours:

5 **1.** All authorized work performed in excess of eight (8) hours in any
6 work day for employees on a five (5) day shift, and in excess of ten (10) hours in any
7 work day for employees working four (4) ten (10) hour shifts per week.

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

10 **3.** All authorized work performed on the first day following the normal
11 work week shall be paid at the rate of one and one half (1.5) times the employee's
12 regular rate.

13 **4.** All authorized work, including any court appearances, performed
14 on the second day (or the third day on a four-ten (4-10) work week, following the normal
15 work week shall be paid for at the rate of two (2) times the employee's regular rate,
16 provided the employee has worked on the first day of the weekend (or the first and
17 second days on four-ten (4-10) work week). The double time rate shall not apply to a
18 day declared a state of emergency by the Governor or the Sheriff.

19 **i.** For an employee who is called in to work non-patrol
20 overtime on the second day (or the third day on a (4-10) workweek), double time is
21 payable on all hours worked between 12:00 am and 11:59 pm on the second day (or
22 between 12:00 am and 11:59 pm on the third day on a (4-10) workweek). For example,
23 an employee on a 4-10 workweek who works on his or her first and second weekend
24 days and is called in for non-patrol work on any part of his third weekend day shall
25 receive double time on all hours worked between 12:00 am and 11:59 pm on his third
26 weekend day.

27 **5.** Management reserves the right to authorize the payment of
28 double time under specific conditions as identified and specifically approved by a
29 Command Rank member.

30
31

1 **G. Compensatory Time Off**

2 In lieu of offered overtime pay under Section F above, an employee may
3 elect to receive equivalent compensatory time off with pay so long as his unused
4 accumulation balance does not exceed ninety-six (96) hours of paid time off.
5 ("Equivalent" means one and one half (1.5) hours off at the straight time rate for
6 overtime worked at the time and one and one half (1.5) hour rate; two (2) hours off at
7 the straight time rate for overtime worked at the double-time rate). Upon separation,
8 unused compensatory time off shall be paid off in cash to the employee or, in the event
9 of the employee's death, his beneficiary as designated on his County-paid life
10 insurance enrollment card, or, if none, then to his estate. During January of each year,
11 employees may request cash-out of compensatory time balances in excess of forty
12 (40) hours, to be paid in the last pay period of February of that year.

13 **H. Court Time**

14 **1. Compensation**

15 Officers making court appearances shall be paid at the overtime
16 rate (if eligible under paragraph F hereof) only for those hours worked; provided,
17 however, that if the officer works less than four (4) hours, he shall be paid at the
18 overtime rate for the lesser of: (a) the time elapsed from the beginning of the overtime
19 to the beginning of the shift; or (b) the time elapsed from the end of the shift to the end
20 of the overtime; or (c) four (4) hours; provided further that in the case of multiple court
21 appearances in the same day, time between court appearances shall be considered
22 time worked. Upon completion of an officer's court appearance, he shall return to off
23 duty status unless working a regular shift.

24 **2. Cancelled Court Appearance on a Day Off**

25 If an officer complies with the Sheriff's Office Procedures Manual
26 concerning court appearances, and is notified by the County on the day preceding the
27 court appearance that his court appearance is still scheduled for the next day, and the
28 next day is a weekend day off, then the officer shall be entitled to a minimum of two (2)
29 hours of overtime even if the case in which the officer is to appear is rescheduled and
30 the officer is not, in fact, required to make a court appearance.

31 **I. Distribution**

1 Overtime work shall be distributed as equitably as practical among
2 employees within the same job classification in each work unit.

3 **J. Transportation**

4 **1. Mileage Pay**

5 Whenever an employee is temporarily required to report to work
6 at any location more distant from his home than his permanent place of reporting, he
7 shall be paid at the IRS per mile non-taxable reimbursement rate for the additional
8 miles traveled. This provision will not apply when there is a permanent change in
9 reporting location as determined by management, nor will it apply whenever an
10 employee is required to appear in court, except for court appearances outside the
11 Tri-County or Clark County area. Any mileage payments made to an employee by
12 another municipality shall be deducted from payments to be made by the County for
13 the same miles traveled. Current practices regarding pay during travel to and from
14 temporary reporting locations shall be continued. Payment for mileage will be made
15 when an individual has accumulated a minimum of twenty dollars (\$20) or at the end
16 of the fiscal year, whichever first occurs.

17 **2. Court Cars**

18 The existing practice of providing court cars at Sheriff's Office
19 Headquarters shall be continued.

20 **3. Bus Pass**

21 **a. Statement of Purpose**

22 For the purposes of encouraging employees to use mass
23 transit as part of the County's ride reduction program under the Oregon Department of
24 Environmental Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well
25 as part of the chairs commitment to limiting traffic congestion and promoting clean air,
26 effective September 1, 2001, each benefit eligible employee shall be eligible to receive
27 a bus pass subsidized by the County for the employee's personal use. The County will
28 provide a one hundred percent (100%) subsidy for employee bus passes. However,
29 the County may require that the employee pay a percentage of the cost of such pass,
30 if the County's subsidy exceeds the IRS standard for a de minimis employee benefit.
31 This program is offered only by Tri-Met, however C-Tran will honor the Tri-Met all zone

1 pass, but not express routes. This program may be discontinued or changed from time
2 to time to ensure efficient and effective implementation of the program.

3 **K. Anniversary Step Increases**

4 It is acknowledged by the parties that the County has historically given
5 certain employees covered by this Agreement a step increase in wages, effective on
6 the employee's anniversary date of employment and subject to certain limitations. Such
7 policy shall be continued subject to the requirement that the officer be evaluated as
8 making satisfactory progress in his position. Each employee shall be paid at one (1) of
9 the steps in the range prescribed for his classification. Normally an employee will be
10 appointed at step one at the beginning of his probationary period; the Sheriff may make
11 an appointment to a higher step. An employee who is promoted shall be paid at the
12 salary step in the new salary range not less than a one (1) step increase, or in the first
13 step of the new range, whichever is greater.

14 A new or promoted employee is eligible for consideration for advancement to
15 the next step of his salary range on the day following twelve (12) months of service in
16 his classification, and to subsequent steps at subsequent anniversary dates (24, 36,
17 48, and 60 months) to the top step of the pay range.

18 **L. Retirement**

19 **1. PERS/OPSRP MEMBERSHIP**

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

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

29 The County shall "pick up" the employee contribution to PERS, six
30 percent (6%), as permitted by ORS 238.205. The parties acknowledge that the pickup
31 payment is inapplicable to employees who are not PERS members due to insufficient

1 service. If for any reason the "pick up" shall become no longer legally available, the
2 County shall on the last payroll period of this Agreement increase the wages of any
3 affected employees by six percent and return to the limited "pick up" in effect on June
4 30, 1998, including but not limited to the terms of compensation then in effect for non-
5 PERS members. Pursuant to ORS 238.205(5) and (6), the parties agree and
6 acknowledge that employee compensation was reduced in order to generate the funds
7 needed to make these employee contributions to the employee accounts; the employer
8 will file any required notices with the Public Employees Retirement Board.

9 **3. OPSRP "Pick-Up"**

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

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

24 In the event that the provisions of OPSRP are declared unenforceable, the
25 County shall immediately enter into bargaining with the Association to resolve the issue
26 of retirement benefits for former OPSRP members, and whether any make-whole relief
27 should be awarded to such members for the period prior to their entry into OPSRP.

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

29 In accordance with the terms of ORS 238.350 accumulated
30 unused sick leave will be applied to final average salary.

31 **M. Coach Pay**

1 Payments related to the Coach Pay program will continue in accordance
2 with existing policy and practice providing an eight percent (8%) premium for the active
3 coach. The inactive coach will receive an eight percent (8%) premium for actual time
4 spent coaching when he serves as a relief for the active coach. It is specifically agreed
5 that a coach will be eligible for court overtime provided he has been subpoenaed to
6 testify.

7 **N. Canine Pay**

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

14 Employees selected after November 13, 2003 and are assigned a drug
15 detection or patrol dog as part of a canine assignment and whom are assigned
16 responsibility for care, feeding, and maintenance of the dog during what would
17 otherwise be off-duty hours shall be paid a premium of six percent (6%) for the duration
18 of that assignment. Such employees shall also receive one (1) hour kennel time per
19 shift. Employees selected for the program with a dog utilized for Search and Rescue
20 (SAR) will be paid a premium of six-percent (6%) only for actual hours engaged in
21 training or in-service on a SAR mission.

22 **O. Hazardous Materials and Dive Team Premium**

23 Employees assigned to the hazardous materials team or Dive Team shall
24 be paid a six percent (6%) premium for the duration of such assignment.

25 **P. SWAT Premium**

26 Members of the SWAT Team shall receive a six percent (6%) premium
27 for the duration of the assignment.

28 **Q. SIU Premium**

29 Employees assigned as members of the SIU shall receive a three percent
30 (3%) premium for the duration of such assignment. Employees must be certified and
31 properly equipped to be eligible for the premium.

1 **R. Translator Pay**

2 The Sheriff shall maintain a list of designated translators. The Sheriff
3 shall have the sole and exclusive right to select the languages and set the proficiency
4 standards for a translator. Employees who are on the list shall receive three percent
5 (3%) pay over their base rate.

6 Employees who are called to translate shall be advised at the time of the call of
7 the translator activity. Employees are expected to willingly perform translation activities
8 during their assigned work hours.

9 **S. ORPAT Pay**

10 **1.** Participation in the ORPAT (Oregon Physical Agility Test)
11 incentive program is voluntary. Two (2) tests based on the standardized Oregon Police
12 Academy ORPAT will be administered by the Sheriff's Office Training Unit at least on
13 a quarterly basis in accordance with applicable current testing protocols. The passing
14 time for the test(s) is the standard used for police officer pre-employment and academy
15 standard (currently 5:30 minutes

16 **2.** Employees covered by this bargaining agreement who pass one
17 of the tests described above will receive a one and one-half percent (1.5%) premium
18 for the following twelve (12) months. The following twelve (12) months will be
19 considered the twelve-month period following a participant's successful completion of
20 the test. Any employee may test on a quarterly basis to qualify for the ORPAT incentive
21 pay if: (a) they have not yet qualified for the ORPAT incentive pay; or (b) they wish to
22 extend their twelve (12)-month qualifying period. Employees who initially qualify for the
23 pay incentive may elect to not test again until the fourth (4th) quarter of the twelve (12)-
24 month period after qualification, but if they fail to pass, they would not receive the pay
25 incentive for a minimum of ninety (90) days.

26 **3.** Any employee who presents a written medical opinion from a
27 physician verifying that the employee, due to illness or injury, is unable to participate
28 in a given ORPAT test or any portion of a given ORPAT test, will have the option of
29 participating in an alternative fitness/health assessment designed to test
30 cardiovascular condition, flexibility, and strength at a level equivalent to the ORPAT or
31 the omitted portion thereof. The type of alternative fitness/health assessment will be

1 determined by the Sheriff, in collaboration with the Association, and based upon the
2 recommendations of an occupational therapist. The Sheriff will make the final decision
3 as to the type of assessment.

4 **4.** The County agrees that ORPAT results shall not be disclosed to
5 DPSST except upon request by DPSST, and then only if the County is legally obligated
6 to release the results.

7 **5.** Results on the ORPAT test shall not be considered by the County
8 in the imposition of any disciplinary action.

9 **T. Detective Premium**

10 Deputy Sheriffs and Sergeants assigned to Detectives shall receive a
11 premium of six percent (6%) for the duration of the assignment. To qualify for the
12 premium, employees must be in a regular or temporary assignment that includes the
13 duties of both (a) being on the Major Crimes Team (MCT), and (b) being in the
14 Detectives on-call pool.

15 **U. Recovery of Overpayments**

16 **1.** If an employee receives a payment from the County in excess of
17 the amount to which he is entitled under this agreement, the parties agree that recovery
18 by the County shall be governed by this section. The parties also agree that the specific
19 amount and time period over which recovery occurs should be fair and reasonable
20 under all the relevant circumstances.

21 **2.** If an apparent overpayment comes to the attention of the County's
22 central Payroll Unit, the central Payroll Unit shall notify the employee and Association
23 of the proposed amount and schedule for repayment, and shall state the reason why
24 the payment is believed to have been in error. Such notice shall be sent by certified
25 mail, return receipt requested, to the employee's home address. On or before the date
26 it mails the proposal to the employee, the central Payroll Unit shall send a copy of it to
27 the Association by first class U.S. mail and to the MCSO's Human Resources Manager
28 and the County's Labor Relations Manager.

29 **3.** If the employee or Association disagrees with the proposed
30 amount or repayment schedule, the employee or Association shall notify the County's
31 Labor Relations Manager of such disagreement within thirty (30) days after the Payroll

1 Unit's proposal is first delivered to the employee's home address, whichever applies.
2 Such notice shall be by certified mail, return receipt requested, to the County Labor
3 Relations Division's business address or by in-person delivery, with a signed and dated
4 receipt obtained from the receiving member of the Labor Relations Division staff. If the
5 employee or Association does not provide such notice to the Labor Relations Manager
6 in a timely and complete manner as provided in this subsection and subsection 4
7 below, the central Payroll Unit's proposal shall be deemed accepted. The Association
8 or employee shall mail a copy of the notice to MCSO's Human Resources Manager
9 and the County's central Payroll Unit not later than the date he delivers or mails it to
10 the Labor Relations Manager.

11 4. The notice submitted by an employee or the Association pursuant
12 to subsection 3 above must specify the alternative amount or repayment schedule that
13 the Association believes is appropriate, and the facts that cause the employee or
14 Association to believe that the Central Payroll Unit's proposal was not fair and
15 reasonable under all the relevant circumstances.

16 5. If the Labor Relations Manager disagrees with the employee's or
17 Association's alternative repayment amount or schedule, he shall notify the
18 Association within thirty (30) days after the employee or Association delivered timely
19 and complete notice to the Labor Relations Manager as set out in subsections 3 and 4
20 above. In such notice the Labor Relations Manager shall state why he disagrees with
21 the employee's or Association's proposal. The Labor Relations Manager may
22 thereafter submit the dispute to binding arbitration pursuant to Article 20, section A, of
23 the collective bargaining agreement. The arbitrator shall decide the amount and
24 repayment schedule that is fair and reasonable in light of all relevant facts.

25 **V. Stacking of Premiums**

26 Employees eligible for premium pay under any provision of this agreement
27 may receive only one (1) such premium. Premiums do not compound on one another.
28 Longevity, Professional Development (DPSST certification and Bachelor's Degree
29 Pay), Coach Pay, Canine Pay, Translator Pay and ORPAT Pay are not considered
30 premium pay for purposes of this section.

1 **W. Inclusion of Premium Pay Rates For Calculation of Payoffs At**
2 **Termination**

3 The base wage rate on which pay off of accumulated vacation and
4 holiday hours is premised shall include any premium pay rate that applied to the
5 employee at any time during the pay period in which the employee’s employment
6 terminates and the preceding pay period; PROVIDED that if the employee received
7 more than one (1) premium pay rate during this period, the premium rate used in
8 determining payoff shall be the highest percentage that the employee could have
9 earned had he qualified simultaneously for the premiums, as provided in section U
10 above.

11 **X. Shift Differential**

12 **1. Sworn Employees**

13 **a. Regularly Scheduled Shifts**

14 Employees regularly assigned to an evening shift shall
15 receive a differential equal to three percent (3%) of their base wage rate for all such
16 hours worked. Employees regularly assigned to a night shift shall receive a differential
17 equal to four percent (4%) of their base wage rate for such hours worked. For purposes
18 of this section, an “evening shift” shall be defined as a shift in which the fifty percent
19 (50%) or more of the hours fall after 2:00 pm. A “night shift” shall be defined as a shift
20 in which fifty percent (50%) or more of the hours fall after 10:00 pm.

21 **b. Hours Worked Outside of Regularly Scheduled Shifts**

22 **i. Employees Regularly Assigned to Day Shift**

23 **(1)** Employees regularly assigned to a day shift
24 who report for duty before 6:00 a.m. and work four (4) or more hours before beginning
25 their regularly scheduled shift will receive night shift differential for all hours worked
26 immediately previous to the beginning of their regularly scheduled shift.

27 **(2)** Employees regularly assigned to a day shift
28 ending on or after 2:00 p.m. who remain on duty for four (4) or more hours after their
29 regular shift ends will receive evening shift differential for all hours worked immediately
30 following the end of their regularly scheduled shift.

1 **(3)** Employees regularly assigned to a day shift
2 who are called in to duty between the hours of 2:00 p.m. and 10:00 p.m. will receive
3 evening shift differential for all hours worked during the call-in shift; those who are
4 called in to duty between the hours of 10:00 p.m. and 6:00 a.m. will receive night
5 differential for all hours worked during the call-in shift.

6 **ii. Employees Regularly Assigned to Evening Shift**

7 Employees regularly assigned to an evening shift
8 ending on or after 10:00 p.m. and who remain on duty for four (4) or more hours after
9 their regular shift ends will receive night shift differential for all hours immediately
10 following their regularly scheduled shift.

11 Employees regularly assigned to evening shifts that are called in to duty
12 between the hours of 10:00 p.m. and 6:00 a.m. will receive night differential for all hours
13 worked during the call-in shift.

14 Employees regularly assigned to an evening shift will receive evening shift
15 differential for all other hours worked.

16 **iii. Employees Assigned to Night Shift**

17 Employees regularly assigned to a night shift will
18 receive night shift differential for all hours worked.

19 **2. Civil Deputies**

20 **a. Payment of Shift Premiums**

21 **i. Hours and amounts**

22 The County and the Association recognize that a
23 work week may contain three (3) different shifts: day, swing, and graveyard. The County
24 agrees to pay the following shift premium pay in addition to the established wage rate
25 to employees who are scheduled to work eight (8) or more hours in a work day:

26 **ii. Swing shift premium**

27 An hourly premium of seventy-five cents (\$.75) to
28 employees for all hours worked on shifts beginning between the hours of twelve (12) noon
29 and 7:00 p.m.; or

30 **iii. Graveyard shift premium**

31 An hourly premium of one dollar (\$1.00) to employees

1 for all hours worked on shifts beginning between the hours of 7:00 p.m. and 6:00 a.m.,
2 provided that the employee was not called in early to a shift normally scheduled to begin
3 after 6:00 a.m.; or

4 **iv. Relief shift premium**

5 An hourly premium of one dollar (\$1.00) to employees
6 for all hours worked in the work week while assigned to a relief shift.

7 **vi. Definition of relief shift**

8 A relief shift occurs when an employee's work week
9 does not contain-four (4) like shifts, i.e., four (4) day shifts; four (4) swing shifts; or four
10 (4) graveyard shifts. Employees assigned to a relief shift schedule are exempt from the
11 provisions of Article 13, "Section I"; however, such employees must be given at least a
12 twenty-four (24) hour notice of shift assignment.

13 **b. Inclusion of Shift Differentials in Wages**

14 **i. Inclusion in overtime rate**

15 When computing the overtime rate due an employee
16 receiving shift differential pay, such pay must be included in the overtime rate.

17 **ii. Inclusion in sick and vacation pay**

18 Shift differentials shall continue to apply to all hours
19 paid including sick leave or vacation hours if they occur during the employee's normally
20 scheduled shift.

21 **iii. Shift pay disallowed for voluntary single shift**

22 **change**

23 Employees are not entitled to shift differential pay for
24 a single shift change that is done at the request of and for the benefit of the employee

25 **Y. Basic Overtime Rate**

26 The parties agree that the overtime factor is one and one-half (1.5).

27 **Z. Calculation of Regular Pay, Premium Pay, Overtime Rate and Grand**

28 **Total Gross**

29 **1. Regular Pay**

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

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

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

9 **2. Premium Pay**

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

11 **Example:**

12 SWAT x "n1" = SWAT Pay

13 Translator x "n1" = Translator Pay

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

15 **3. Average Overtime Rate**

16 **First:** Regular Rate "n1" x all hours worked during the
17 FLSA week = Straight Gross.

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

19 **Example:**

20 SWAT x Hours = a1

21 Translator Pay x Hours = a2

22 Shift Differential x Hours = a3

23 a1 + a2 + a3 = Premium Gross

24 **Third:** Straight Gross + Premium Gross = Total Gross

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

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

29 **4. Grand Total Gross**

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

1 **Second:** Average FLSA Overtime Rate x All hours worked after 40 =
2 Overtime Gross

3 **Third:** Regular Gross + Premium Gross + Overtime Gross =
4 Grand Total Gross

5 **AA. Clothing Allowance**

6 The County shall reimburse up to five hundred dollars (\$500) for clothing
7 for Criminal Detectives who are members of the Major Crimes Team. The County shall
8 reimburse up to one hundred dollars (\$100) for clothing for the Special Investigators
9 Unit, Detectives and Tri-Met deputies assigned to undercover/plain clothes
10 assignments. Reimbursement shall be for the fiscal year and shall be paid upon
11 submission of receipts.

12 **AB. Deferred Compensation**

13 Subject to applicable federal regulations, the County agrees to provide a
14 deferred compensation plan that provides for payment at a future date for services
15 currently rendered by the eligible employee. Each new employee will be automatically
16 enrolled in the County's Deferred Compensation program, with an employee
17 contribution rate of one percent (1%) of the employee's pre-tax wages, unless he or
18 she chooses to opt out.

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ARTICLE 17
PROFESSIONAL DEVELOPMENT

A. Participation Voluntary

This Professional Development Program is a voluntary program. Employees may elect to participate or refrain from participation.

B. Summary of Requirements

Employees who attain the required level of achievement under this plan will receive the corresponding level of additional compensation as indicated in this section. Incentive pay is for the specified level only; levels do not compound. An employee must qualify under the "Requirement Summary" to qualify for additional "Bachelor's Degree" pay.

<u>LEVEL</u>	<u>DPSST</u> <u>% ABOVE BASE</u> <u>HOURLY WAGE</u>	<u>REQUIREMENT SUMMARY*</u>	<u>Bachelor's Degree</u> <u>% Above Base</u> <u>Hourly Wage**</u>
I	Total of 2.5% DPPST Pay	<ul style="list-style-type: none"> • Completion of 12 to 18 months initial probation as applicable • Basic DPSST certification 	Total of 1% Bachelor's Degree Pay
II	Total of 5% DPSST Pay	<ul style="list-style-type: none"> • 12 months service as an MCSO Deputy Sheriff following completion of initial probation of 12 to 18 months as applicable • Intermediate DPSST certification 	Total of 2% Bachelor's Degree Pay
III	Total of 10% DPSST Pay	Same as Level II plus: <ul style="list-style-type: none"> • Advanced DPSST certification 	Total of 3% Bachelor's Degree Pay

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*The above requirements for DPSST and Bachelor's Degree Incentive pay may be waived or reduced at the Sheriff's discretion for lateral hires from other law enforcement agencies.

- 1 **A Bachelor's degree must be from an accredited college or university. Bachelor's
- 2 Degree pay is retroactive to July 1, 2018.

1 **ARTICLE 18**

2 **PROBATION AND TRIAL SERVICE PERIOD**

3
4 **A. Probation**

5 Every person appointed to a position in the bargaining unit shall serve a
6 probationary period not to exceed eighteen (18) months. At the Sheriff's discretion,
7 lateral hires from other law enforcement agencies may be subject to a probationary
8 period of less than eighteen (18) months, but no less than twelve (12) months. Civil
9 Deputies shall serve a twelve (12) month probationary period. A probationer may be
10 discharged at any time during probation if, in the opinion of the Sheriff, his or her
11 continuance in County service would not be in the best interest of the County. Issues
12 regarding probationary employee discharge or discipline may not be grieved.

13 **B. Trial Service Period**

14 Every person promoted from one position in the bargaining unit to
15 another shall serve a trial service period of twelve (12) months. A Civil Deputy
16 promoted to a Deputy Sheriff, shall serve a probationary period not to exceed eighteen
17 (18) months. During the trial service period an employee may be demoted to the
18 classification previously held if, in the opinion of the Sheriff, his continuance in the
19 higher classification would not be in the best interest of the County. Issues regarding
20 the demotion of a trial service employee to the classification previously held may not
21 be grieved.

1 **ARTICLE 19**
2 **DISCIPLINE AND DISCHARGE**
3

4 **A. Discipline**

5 Disciplinary action or measures shall include only the following: oral
6 reprimand, written reprimand, forfeiture of vacation leave, forfeiture of personal
7 holiday(s), forfeiture of compensatory time, suspension without pay, demotion, or
8 discharge in writing, or any combination thereof. Management reserves the right to
9 offer the option of forfeiture of leave, holidays or compensatory time. Forfeiture of leave
10 or holidays for disciplinary action shall be an option of the employee.

11 Disciplinary action may be imposed upon any employee for failing to fulfill his
12 responsibilities as an employee. Any disciplinary action imposed upon an employee,
13 except oral reprimands, may be processed as a grievance through the regular
14 grievance procedure. If the County has reason to reprimand an employee, every
15 reasonable effort will be made to accomplish the reprimand in a manner that will not
16 embarrass the employee before other employees or the public.

17 1. Informal actions such as oral counseling and letters of expectation
18 are, in appropriate circumstances, preferred precursors to more formal disciplinary
19 action. Further, less severe disciplinary actions such as oral or written reprimands are
20 usually the first steps taken in constructive discipline. As a general rule, such less
21 severe disciplinary actions are to be taken for infractions of a minor nature involving
22 violation of a rule, regulation, standard of conduct, safety practice or authoritative
23 instruction or directive. More severe disciplinary actions such as forfeiture of vacation
24 leave, forfeiture of personal holiday(s), forfeiture of compensatory time, demotion,
25 suspension without pay, and discharge will be used for more serious offenses or when
26 clarification of expectations and less severe disciplinary action has not corrected
27 unacceptable patterns of behavior. Disciplinary actions will be administered promptly,
28 in a fair, firm, and equitable manner, only for just cause, and with employee rights fully
29 protected.

1 2. The employer agrees that such measures as assignment to
2 menial or dirty tasks or disapproval of leave requests will not be used as disciplinary
3 measures.

4 3. Except when on duty, or whenever acting in his or her official
5 capacity, no employee shall be prohibited from engaging in political activity.

6 **B. Discharge**

7 1. The County shall not discharge any non-probationary employee
8 without just cause.

9 2. The Association shall have the right to take up the suspension
10 without pay or discharge as a grievance at Step III of the grievance procedure, and the
11 matter shall be handled in accordance with the procedures set out in Article 20 for
12 Settlement of Disputes.

13 3. Any employee found to be unjustly suspended without pay or
14 discharged shall be reinstated with full compensation for all lost time and with full
15 restoration of all other rights and conditions of employment, unless otherwise provided
16 by the reinstatement order.

17 **C. Internal Investigatory Procedures**

18 1. **Office of the Sheriff Manual of Procedures and Work Rules**

19 The Sheriff's Office agrees to meet and confer in a timely manner
20 with the Association over any changes in the internal investigatory procedures. Any
21 bargaining obligation that may result from anticipated changes to internal investigatory
22 procedures will be determined in accordance with PECBA.

23 2. **Contractual Internal Investigatory Procedures**

24 The procedures contained in this section apply only to internal
25 investigations.

26 a. **Advance Notice**

27 Prior to being interviewed regarding an internal
28 investigation that management has a reasonable basis for believing may lead to
29 administrative or criminal charges, an employee shall be:

30 i. Informed of the nature of the investigation and
31 whether he is a witness or a suspect, if and when that fact is known; and informed of

1 other information necessary reasonably to apprise him of the nature of the allegations
2 of the complaint;

3 ii. Afforded an opportunity to contact and consult
4 privately with an attorney of his choosing and/or representative of the Association; and

5 iii. Given notice not less than twenty-four (24) hours
6 before the initial interview commences or written reports are required from the
7 employee, whenever such delay in conducting the interview will not jeopardize the
8 successful accomplishment of the investigation, or when criminal culpability is not at
9 issue.

10 **b. Interview Safeguards**

11 i. Any interview of an employee shall occur when the
12 employee is on duty, unless management reasonably believes that the seriousness of
13 the investigation dictates otherwise.

14 ii. Interviews shall take place at a reasonable location
15 as determined by management.

16 iii. The employee shall retain all customary Weingarten
17 rights, as well as any additional rights granted by this Article.

18 iv. The employee being interviewed shall be informed
19 of the name, rank and command of the individual in charge of the investigation, the
20 individual conducting the interview, and all other individuals present during the
21 interview.

22 v. Interviews shall be held under reasonable
23 conditions.

24 vi. Interviews and investigations shall be concluded
25 without unreasonable delay, in view of circumstances confronted in the investigation.

26 c. If the employee about to be questioned is under arrest, or
27 is likely to be placed under arrest as a result of the questioning, he shall be completely
28 informed of all his constitutional rights prior to the commencement of any questioning.

29 d. When the investigation results in criminal charges being
30 filed, the employee shall retain all discovery rights available under state law.

1 e. The parties agree to abide by ORS 659.840 regarding
2 polygraph examinations.

3 f. **Disciplinary Action**

4 i. When an investigation results in determination of a
5 sustained complaint and disciplinary action is taken, management shall have the right
6 to place anything related to the disciplinary action in an employee's personnel file.

7 ii. An employee shall have the right of access to his
8 personnel file as well as the right to place a letter of response to any material contained
9 in the file, when disciplinary action results from an internal investigation.

10 iii. No investigation shall be considered complete nor
11 shall the IAU file be forwarded to the Inspector for making of recommendations as to
12 culpability unless the employee and Association have been given a complete copy of
13 the IAU file and an opportunity to review it and add any additional evidence the
14 employee or Association believes should be considered.

15 g. **De Minimis Violations**

16 A de minimis violation of these procedures that does not
17 compromise fairness and the basic intent of the procedures as set forth in the Article
18 shall not be the basis of a challenge to management's disciplinary action. This
19 provision is covered by the parties' grievance procedure.

20 D. **Record of Employee Conduct**

21 1. **Use in Arbitration**

22 If records of any disciplinary action are introduced in an arbitration
23 hearing, the arbitrator shall determine the relevance (if any) of the prior disciplinary
24 action(s).

25 2. **Removal of Records From File**

26 a. Subject to paragraphs c and d below, written reprimands
27 will be removed from an employee's personnel file on written request of the employee
28 more than three (3) years from the date the reprimand was imposed.

29 b. Subject to paragraphs c and d below, letters imposing
30 forfeiture of vacation leave, forfeiture of personal holiday(s), forfeiture of compensatory
31 time, unpaid suspension, or demotion will be removed from an employee's personnel

1 file on written request of the employee more than five (5) years from the date the
2 discipline was first implemented.

3 **c.** Notwithstanding paragraphs a or b above and subject to
4 paragraph d below, if any disciplinary action (that survives any appeal) is imposed
5 during the minimum file life of an earlier disciplinary action, the file life of the earlier
6 disciplinary action shall be extended by a period equal to its original file duration (e.g.
7 three (3) additional years for written reprimands). However, upon written request of an
8 employee the Sheriff may, in his discretion, authorize and direct removal from the
9 employee's personnel file of disciplinary actions that have been renewed in this manner
10 prior to the date they would otherwise qualify for removal.

11 **d.** Notwithstanding any other provision of this subsection 2,
12 no disciplinary action may be removed from an employee's personnel file that was
13 based in whole or in part on charges of prohibited harassment (e.g. sex, race, etc.),
14 untruthfulness, dishonesty, excessive use of force, or insubordination.

15 **3. Employee Review of Personnel Records**

16 **a.** Subject to the terms and restrictions of ORS 652.750,
17 MCSO will provide reasonable opportunity for each employee to inspect his or her
18 personnel records which are used or have been used to determine the employee's
19 qualification for employment, promotion, additional compensation or employment
20 termination or other disciplinary action. At the request of the employee, the MCSO will
21 furnish a copy of such records.

22 **b.** Employees may attach a written response to personnel
23 records as described in paragraph a., above.

1 **ARTICLE 20**
2 **SETTLEMENT OF DISPUTES**

3
4 **A. Grievance Procedure**

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

8 **Step I:**

9 After first attempting to resolve the grievance informally through the chain
10 of command, any employee, with notice to the Association in writing, or the Association
11 may present in writing such grievance to the appropriate Chief Deputy, e.g., Law
12 Enforcement Branch, within fifteen (15) working days of its occurrence; if at that time
13 the individual employee or his or her representative is unaware of the grievance, it may
14 be presented in writing fifteen (15) working days of the time the employee first has
15 knowledge or should have had knowledge of its occurrence. The notice shall include
16 the name of the grievant, a statement of the grievance and relevant facts, applicable
17 provisions of the contract alleged to have been violated, and remedies sought. The
18 Chief Deputy shall respond to the grievant or his or her representative, and the
19 Association, in writing within fifteen (15) working days.

20 **Step II:**

21 If the grievance has not been answered or resolved at Step I, it may be
22 presented, in writing, by the grievant, or the Association, to the Sheriff, or his or her
23 designee(s), within fifteen (15) working days after the response of the Chief Deputy is
24 due. The Sheriff, or his designee(s), shall respond in writing to the grievant or his or
25 her representative, and the Association, within fifteen (15) working days.

26 **County Grievances:**

27 When the County has a grievance, it may be presented in writing to the
28 Association through the Sheriff, or his or her designee(s). The parties will each then
29 promptly appoint two (2) persons to serve as a Board of Adjustment to consider the
30 grievance of the County and resolve the dispute. If the Board of Adjustment is unable
31 to resolve the dispute within fifteen (15) working days of the notification to the

1 Association, then the County may request arbitration under this Grievance Procedure,
2 by written notice to the Association.

3 **Step III:**

4 If the grievance has not been answered or resolved at step II, it may be
5 presented in writing by the Association on behalf of the grievant, or by the Association,
6 to central Labor Relations within fifteen (15) working days from the date after the Step
7 II response of the Sheriff is due. Labor Relations shall respond in writing to the grievant
8 and the Association within fifteen (15) working days.

9 **Step IV:**

10 If the grievance still remains unresolved, the Association may submit the
11 matter in writing to binding arbitration but must do so within fifteen (15) working days
12 after the Step III response from Labor Relations is due.

13 **Arbitration:**

14 After the grievance has been submitted to arbitration, the Association and
15 the Employee Services Division, acting as the Sheriff's representative, shall jointly
16 request the Oregon State Conciliation Service for a list of the names of seven (7)
17 Washington or Oregon arbitrators. The parties shall select an arbitrator from the list by
18 mutual agreement. If the parties are unable to agree on a method, the arbitrator will be
19 chosen by the method of alternate striking of names; the order of striking to be
20 determined by lot. One (1) day shall be allowed for the striking of each name. The final
21 name left on the list shall be the arbitrator. Nothing in this section shall prohibit the
22 parties from agreeing upon a permanent arbitrator or permanent list.

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

30 The arbitrator's decision shall be final and binding, but he shall have no power
31 to alter, modify, amend, add to, or detract from the terms of the Contract. The decision

1 shall be in writing, be within the scope and terms of the contract, and contain an
2 explanation of the reasoning utilized in making the decision. Any decision of the
3 arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date
4 the grievance was first filed with the Sheriff, and it shall state the effective date of the
5 award.

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

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

16 **B. Stewards**

17 Employees selected by the Association to act as Association
18 representatives shall be known as "Association Representatives". The independent
19 authority to act as "Association Representative" shall reside with the Association
20 Officers (President, Vice President and Secretary/Treasurer) and any other individual
21 designated by the Association's President. The names of the employees selected as
22 Association Representatives and the names of other individuals who may represent
23 employees shall be certified in writing to the County by the Association.

24 **C. County-Association Meetings**

25 The Sheriff or his or her designee(s) shall meet at mutually convenient
26 times with the Association committee. All committee meetings with the County may be
27 held during working hours on County premises without loss of pay. The Association
28 committee shall consist of three (3) members selected by the Association.

29 The purposes of the County-Association meeting shall be as follows:

- 30 **1.** To develop recommendations to adjust impending grievances,
31 and to discuss procedures for avoiding future grievances.

1 **2.** To function as a safety committee as prescribed by Oregon law,
2 and to make recommendations to ensure safe operation of the Multnomah County
3 Sheriff's Office. The committee may consider issues involving employee safety and
4 working environment and may prepare a report enumerating and discussing its
5 recommendations, financial impact and other relevant factors. Such report may be
6 directed to the County Commissioners, County Executive's Office, or Sheriff, as
7 appropriate. The committee shall meet at the request of either the Sheriff or
8 Association.

9 **3.** To make recommendations to accomplish goals and objectives as
10 established by the Board of County Commissioners in their budget process, and
11 further, to make recommendations to modify and improve such goals and objectives
12 as established by the Board of County Commissioners. This function of the committee
13 is in recognition of the fact that there is a mutual benefit to the County and the
14 Association to establish and meet goals and objectives, which are designed to increase
15 the productivity and efficiency of all County employees.

16 **D. Processing Grievances**

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

1 **ARTICLE 21**
2 **GENERAL PROVISIONS**
3

4 **A. No Discrimination**

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

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

15 **B. Bulletin Boards**

16 The County agrees to furnish and maintain suitable bulletin boards in
17 convenient places to be used by the Association. The Association shall limit its postings
18 of notices and bulletins to such bulletin boards. All postings will be signed and dated
19 by an appropriate Association officer.

20 **C. Visits by Association Representatives**

21 The County agrees that representatives of the Association, upon
22 reasonable and proper introduction, shall have reasonable access to the premises of
23 the County at any time during working hours to conduct Association business. The
24 Association agrees that such visits will cause no disruptions or interruptions of work.

25 **D. Assignment of Association President**

26 Subject to the mutual agreement of the Sheriff and the current
27 Association president, the president may be assigned to the Sheriff's Office or to
28 another day shift assignment.

29 **E. Rules**

30 The County agrees to furnish each employee in the bargaining unit with
31 a copy of all existing work rules and to provide a copy of new rules before their effective

1 date, when possible. New employees shall be provided a copy of the rules at the time
2 of hire.

3 **F. Existing Conditions**

4 Except as specifically provided in this Agreement, no provision of this
5 Agreement is intended to change existing wages, hours, fringe benefits, or any other
6 working conditions when such wage, hour, fringe benefit or working condition
7 represents a mandatory subject of bargaining which traditionally have constituted an
8 economic benefit to the employee. Any such change shall be subject to mutual
9 agreement between the parties before becoming effective and shall immediately be
10 prominently posted on all Multnomah County Sheriff's Offices bulletin boards for not
11 less than fourteen (14) consecutive days. The county will solicit and be receptive to the
12 input of the Association regarding any other changes in existing working conditions
13 proposed by the County.

14 **G. Supremacy of Contract**

15 To the extent allowable by Oregon Revised Statutes whenever a conflict
16 arises between this Agreement and Multnomah Code 3.10 or its successor, this
17 Agreement shall prevail.

18 **H. Contract Negotiations**

19 1. The Association's negotiating team, to be comprised of not more
20 than three (3) officers, shall be permitted to attend negotiating meetings with the
21 County representatives without loss of pay relative to securing contract renewal to the
22 extent that such meetings are scheduled during working hours of the members so
23 attending. In addition, the Association's attorney may attend and participate in
24 negotiations.

25 2. Members of the Association's negotiating team who are attending
26 negotiating meetings during other than their regular work hours shall be considered to
27 be transferred to the day shift for each day on which negotiations are held.

28 **I. Safety**

29 The parties agree that the Oregon Safe Employment Act is applicable to
30 County employment.

31 **J. Speech Rule**

1 The Sheriff's Office encourages constructive criticism, but the efficiency,
2 discipline and harmony of the Multnomah County Sheriff's Office are best served when
3 criticism is initially directed through official channels for proper action. Employees shall
4 not publicly criticize any order, action or policy of the Office of the Sheriff or any fellow
5 employee if such public criticism will significantly damage the efficiency of any
6 employee or the efficiency or discipline of the Sheriff's Office or if it will adversely affect
7 the public's confidence in the Sheriff's Office. Employees may comment with
8 non-inflammatory statements and factual information on departmental orders, actions,
9 or policies of general public interest. An employee with information indicating a crime
10 or fraud by a fellow employee shall forward that information to the appropriate
11 enforcement agency.

12 **K. Contract Work**

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

22 **2.** The County agrees to meet with the Association to discuss the
23 effect of proposed contracting out or subcontracting prior to the presentation of the
24 proposal to the County Chair or Board for formal action.

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

1 L. The Association agrees to appoint a representative to serve on a
2 standing county-wide Payroll/Time keeping System labor-management committee
3 which shall meet with the Finance Division's Payroll Supervisor and other relevant
4 managers to discuss in advance any major change in the payroll or timekeeping
5 system, which would be applicable to members of the Association's bargaining unit. A
6 "major change" includes but is not limited to such changes as those needed to
7 implement new or structurally modified benefits or wage categories managed through
8 the payroll system, programming changes, and changes in check stubs or deposit
9 advice. The purposes of such committee shall be to assist in identifying in advance
10 potential technical problems that might interfere with the efficient and effective
11 introduction of the planned change, any adverse impacts such change might have on
12 employees and available means for ameliorating such impacts, and other changes that
13 might improve the payroll and time keeping systems.

1 **ARTICLE 22**

2 **SAVINGS CLAUSE AND FUNDING**

3
4 **A. Savings Clause**

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

13 **B. Funding**

14 The parties recognize that revenue needed to fund the wages and
15 benefits provided by the Agreement must be approved annually by established budget
16 procedures. The total of all such wages and benefits is, therefore, contingent upon
17 sources of revenue and annual budget approval. The County shall not cut wages and
18 benefits specified in this Agreement because of budgetary limitations, but cannot and
19 does not guarantee any level of employment in the bargaining unit covered by this
20 Agreement. The County agrees to include in its annual budget request amounts
21 sufficient to fund the wages and benefits provided by this Agreement, but makes no
22 guarantee as to the passage of such budget request pursuant to established budget
23 procedures. This Section B and County action hereunder shall not be subject to the
24 Resolution of Disputes Procedures of Article 20.

1 **ARTICLE 23**
2 **ENTIRE AGREEMENT**

3
4 **Entire Agreement**

5 The parties acknowledge that during the negotiations which resulted in this
6 Agreement each had the unlimited right and opportunity to make demands and
7 proposals with respect to any subject or matter not removed by law from the area of
8 collective bargaining, and that the understandings and agreements arrived at by the
9 parties after the exercise of that right and opportunity are set forth in this Agreement.
10 This Agreement constitutes the sole and entire existing Agreement between the
11 parties. Except as specifically modified by or treated in this Agreement, all policies,
12 matters, questions and terms affecting unit employees in their employment relationship
13 with the County shall be governed by the Multnomah County Personnel Ordinance
14 adopted August 28, 1980, as amended, or its successor; the Rules and Regulations of
15 the Multnomah County Merit Civil Service Council; and the Multnomah County
16 Personnel Rules. The County and the Association for the life of this Agreement each
17 voluntarily and unqualifiedly waives the right, and agrees that the other shall not be
18 obliged, to bargain collectively with respect to any subject or matter referred to or
19 covered by this Agreement, even though such subject or matter may not have been
20 within the knowledge or contemplation of either party or both parties at the time that
21 they negotiated and signed this Agreement.

22 Nothing in this Article shall preclude the parties during the term of this
23 Agreement from voluntarily entering into amendments to the Agreement; nor shall the
24 Association and the Chair or Sheriff or their designee(s) for labor relations be precluded
25 from voluntarily entering into Memoranda of Understanding, Interpretation, or
26 Exception concerning matters of contract administration.

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ARTICLE 24
TERMINATION

This Agreement shall be effective upon ratification, and shall remain in full force and effect until the 30th day of June 2022, subject only to the reopener exceptions set forth in Article 11(I)(G)(2)(b). Negotiations for a successor agreement shall commence no later than February 1, 2022. The contract shall remain in full force and effect during the period of negotiations and impasse resolution procedures, if any.

IN WITNESS WHEREOF, the parties hereto have set their hands

this 15 day of October, 2018.

MULTNOMAH COUNTY
DEPUTY SHERIFF'S ASSOCIATION


Matt Ferguson, President


Greg Vining, Vice-President

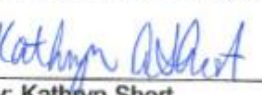

Jay Penhony, Secretary/Treasurer


Joshua Atkins, Steward

NEGOTIATED FOR THE UNION BY:


Anil S. Karia
DSA Attorney

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



By: Kathryn Short
Assistant County Attorney

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS


Deborah Kafoury, Chair


Sharon Meieran, Commissioner


Loretta Smith, Commissioner


Jessica Vega Pederson, Commissioner


Lori Stegman, Commissioner

MULTNOMAH COUNTY SHERIFF:


Michael Reese, Sheriff

NEGOTIATED FOR THE COUNTY BY:


Shelly Kent
Labor Relations Manager
Department of County Management

ADDENDUM A

WAGES

Wages Effective July 1, 2018:

Effective July 1, 2018, the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by three and six tenths percent (3.6%). (Please see Addendum A-1).

Wages Effective July 1, 2019:

Effective July 1, 2019, the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by an amount equal to the annual percentage increase in the West – Size Class A Consumer Price Index for Urban Wage Earners and Clerical Workers (2nd Half ending December 2018), with a minimum increase of one percent (1%) and a maximum increase of four percent (4%). All other articles and terms of the agreement shall continue without interruption for the term thereof.

Wages Effective July 1, 2020:

Effective July 1, 2020, the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by an amount equal to the annual percentage increase in the West – Size Class A Consumer Price Index for Urban Wage Earners and Clerical Workers (2nd Half ending December 2019), with a minimum increase of one percent (1%) and a maximum increase of four percent (4%). All other articles and terms of the agreement shall continue without interruption for the term thereof.

Wages Effective July 1, 2021:

Effective July 1, 2021, the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by an amount equal to the annual percentage increase in the West – Size Class A Consumer Price Index for Urban Wage Earners and Clerical Workers (2nd Half ending December 2020),

1 with a minimum increase of one percent (1%) and a maximum increase of four
2 percent (4%). All other articles and terms of the agreement shall continue without
3 interruption for the term thereof.

ADDENDUM A-1

Base Hourly Rates Effective July 1, 2018

3.6% Pay Increase

<u>Classification</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>	<u>Step</u>
1	2	3	4	5	6	
Deputy Sheriff	29.86	31.95	33.35	34.51	35.97	37.40
Sergeant	37.90	39.45	41.06	42.58	44.26	46.33
Civil Deputy	25.37	27.16	28.33	29.33	30.59	31.81

Civil Deputies assigned lead worker responsibility by management shall have their base hourly pay rate increased by twelve percent (12%) for such time as assigned lead worker responsibility. Lead worker duties and assignment are defined as follows:

I. Duties Defined

A Lead Worker assignment involves certain limited supervisory and administrative duties which are deemed not to warrant a separate classification. These duties include, but are not limited to: laying out the work for other employees, balancing the work, directing the work, reviewing the work and employee conduct for adherence to standards and rules, and making such reports as may be required to supervisory employees. Lead Workers typically spend a substantial portion of their time in performing the duties of the base classification. Normally, the employees directed by a Lead Worker are in the same classification, but additional classifications are sometimes involved. An employee assigned to be a Lead Worker will not impose or effectively recommend (as that term is intended in Oregon law) formal discipline, i.e. a letter of reprimand or above. The involvement of Lead Workers in performance evaluation shall be limited to input. Supervisors shall bear ultimate responsibility for the content of the evaluation.

II. Assignment, Selection, Modification, and Termination

Assignment and selection of Lead Workers shall be at the sole discretion of the Sheriff; provided, however, that an employee continuously assigned as a Lead

1 Worker for one (1) year or more shall be given ten (10) days notice prior to the
2 termination of such an assignment. Significant modifications of Lead Worker duties
3 deemed by the Sheriff to warrant a modification in the amount of compensation
4 shall also be with ten (10) days notice.

ADDENDUM B

PERS CONTINUATION PROGRAM ELECTION FORM

Under the MCDSA contract, you may have the right to be covered by the PERS Continuation Program. Under this program, the County will continue to pay your regular salary and PERS contributions for up to three (3) years while you are off work on a compensable Workers' Compensation claim.

1. Under the Program, you must give the County a check every pay period equal to the amount of Workers' Compensation benefits you receive. The easiest way to do this is to endorse the benefit check to Multnomah County. The Check should be sent or delivered to the County's Central Payroll Office in the Finance Division (Department of General Services).

2. You must pay the County within seven (7) days from the time you get your Workers' Compensation check. The County must actually receive your check no later than the seventh (7th) day. To avoid problems, you should forward payment to the County immediately on receiving your Workers' Compensation benefit check.

3. If you are late in paying the County, you will owe the County a collection fee of fifty dollars (\$50). You may also owe the County substantial penalties. The penalties are one percent (1%) per day of your Workers' Compensation benefit amount. Penalties will grow each day of late payment. If penalties are assessed, you will have the right to appeal them to the Finance Director.

4. If you are late in making a payment, the County will send you a delinquency notice. However, you should take steps to make up any late payment as soon as possible since fees mount daily.

5. You have a right to elect to be in the program only once during your career with Multnomah County. Under the contract, benefits can continue for up to three (3) years. However, the Sheriff can choose to terminate your PERS Continuation benefits under this program after thirty (30) days. If this happens, you will continue receiving your Workers' Compensation time loss payments for the period required under law for the current Workers' Compensation claim. If you are

1 off the job on a future Workers' Compensation claim, you will continue to be under
2 the PERS Continuation Program, until three (3) years from the date for which you
3 first received PERS Continuation benefits on the first Workers' Compensation
4 claim. After three (3) years, you will revert to the Supplemental Benefit Program
5 instead of PERS Continuation benefits.

6 **6.** This Program is in lieu of Supplemental Benefits and is subject to all
7 applicable laws and regulations. Participation in this program shall not constitute
8 any guarantee of retirement benefits owed to the employee by the either the
9 County or the Public Employees Retirement System.

10

11 The rules of the Program are set out in Article 12 Health and Welfare. Please read
12 the contract carefully. If you have any questions about how the Program works,
13 contact your Association representative immediately.

14

15 I elect to begin coverage in the PERS Continuation Program effective:

- 16 1. The current pay period.
17 2. Other future date _____ (specify).

18

19 Signed _____ Date _____

ADDENDUM C
SENIORITY LIST

The County will maintain and make available a seniority list.

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