2011-2016

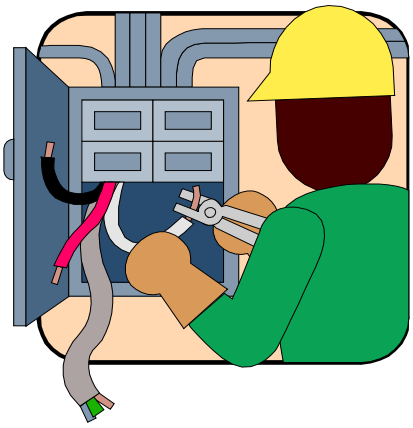
AGREEMENT

between

Multnomah County, Oregon

and

International Brotherhood of Electrical Workers
Local 48
AFL-CIO



2011-2016

AGREEMENT

BETWEEN

MULTNOMAH COUNTY, OREGON

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 48- AFL-CIO

LABOR RELATIONS SECTION
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This document is available in accessible format upon request

TABLE OF CONTENTS

		PAGE
ARTICLE 1	PREAMBLE	1
ARTICLE 2	DEFINITIONS	2
	1. Cause	2
	2. Continuous Service	2
	3. Supervisory Employee	2
	4. Permanent Employee	2
	5. Probationary Employee	2
	6. Promotional Probationary Employee	3
	7. Temporary Employee	3
ARTICLE 3.	RECOGNITION	4
ARTICLE 4.	MANAGEMENT RIGHTS	5
ARTICLE 5.	UNION SECURITY AND CHECK OFF	6
ARTICLE 6.	NO STRIKE	8
ARTICLE 7.	HOLIDAYS	9
	1. Holidays	9
	2. Holiday Observance	9
	3. Holiday Pay	9
	4. Holiday During Leave	10
	5. Holiday Work	10
	6. Saved Holidays	10
ARTICLE 8	VACATION LEAVE	11
	1. Accrual	11
	2. Table of Vacation Accrual Rates	11
	3. Charging	12
	4. Payoff Upon Termination or Death	12
	5. Use and Scheduling of Accrued Vacation	12
	6. Use of Accrued Vacation for Sick Leave and Other Purposes	12
	7. Use of Accrued Vacation for Emergencies and Preventative Health Care	12

ARTICLE 9	SICK LEAVE	14
	1. Paid Sick Leave	14
	2. Use and Misuse of Leave for Sick Leave Purposes	15
	3. Fitness for Duty	18
	4. Incentive Conversion	19
	5. Bereavement Leave	19
	6. Disability Insurance	20
	7. Long Term Disability	20
ARTICLE 10	OTHER LEAVES	21
	1. Leave of Absence	21
	2. Jury Duty	21
	3. Voting Time	21
	4. Union Business	21
	5. Educational Leave	21
	6. Military Leave	22
	7. Reimbursement	22
	8. Parental Leave	23
ARTICLE 11	HEALTH AND WELFARE	24
	1. Medical and Dental insurance	24
	A) Contribution Toward Insurance Premiums	24
	B) Health Care Cost During the Term of Agreement	28
	C) Premium Calculations	28
	D) Employee Contribution	28
	E) Major Medical Plan Rebates	29
	F) Opt-Out Wavier of Benefits	29
	G) Successor Plans and Carriers	29
	H) Premium Reimbursement for Part-time employees	30
	I) Retirees	30
	J) Default Enrollment	30
	K) Eligible Dependents	31
	L) When Benefits Coverage Begins and Ends	33
	2. Other Benefits	36
	A) Flexible Spending Accounts	36
	B) Life Insurance	37
	C) Emergency Treatment	37
	D) Disability Insurance	37
	E) HRA-VEBA	37

ARTICLE 12	PENSIONS	38
	1. PERS	38
	2. PERS “Pick-Up” and “Pick-Up” Under IRC Section 414 (h)(2)	38
	3. Sick Leave In Application To Final Average Salary	38
ARTICLE 13	WORKERS’ COMPENSATION AND SUPPLEMENTAL BENEFITS	39
ARTICLE 14	HOURS OF WORK	41
	1. Work Day	41
	2. Work Week	41
	3. Work Schedules	42
	4. Reduced Work Week	42
	5. Rest Periods	42
	6. Meal Periods	43
	7. Clean-Up Time	43
	8. Uniform Time Charging Provisions	43
	9. Time Between Shifts	44
ARTICLE 15	WAGES	45
	1. Wages and Classification Schedule	45
	2. Pay Period	47
	3. Height Time Bonus Pay	47
	4. Reporting Time	47
	5. Call-In Time	47
	6. Off Duty Work From Home Including Work Phone Calls	48
	7. On-Call Duty	48
	8. Overtime	50
	9. Compensatory Time	51
	10. Distribution	51
	11. Mileage Pay	51
	12. Parking	51
	13. Shift Differential	51
ARTICLE 16	DISCIPLINARY ACTION	53
	1. Types Of Disciplinary Actions	53
	2. Rights Of Permanent Non-Probationary Employee	53
	3. Personnel Files	53

ARTICLE 17	SETTLEMENT OF DISPUTES	54
	1. Grievance Procedure	54
	2. Stewards and The Processing Of Grievances	56
ARTICLE 18	GENERAL PROVISIONS	57
	1. No Discrimination	57
	2. Bulletin Boards	57
	3. Visits By Union Representatives	57
	4. Changes In Existing Conditions	57
	5. Rules	58
	6. Tool Replacement	58
	7. Uniforms and Protective Clothing	58
	8. Seniority	58
	9. Merger and Consolidation	59
	10. Reduction In Force	60
	11. Contract Work	60
	12. Safety Rules	60
	13. Supremacy Of Contract	60
	14. Work Assignment Vacancies	61
	15. Performance Evaluation Process	61
	16. Bus Pass	61
ARTICLE 19	STANDARDS	63
ARTICLE 20	SAVINGS CLASS AND FUNDING	64
	1. Savings Clause	64
	2. Funding	64
ARTICLE 21	ENTIRE AGREEMENT	65
ARTICLE 22	TERMINATION	66
	SIGNATURE PAGE	67
ADDENDUM A	WAGES AND CLASSIFICATIONS ELECTRICAL WORKERS	68
ADDENDUM A-2	LEADWORKER	69
ADDENDUM A-3	BENCH WORK PREMIUM FOR ELECTRONIC TECHNICIAN ASSISTANT	70
ADDENDUM B	PAYROLL DEDUCTION FORM	71

ADDENDUM C	COMPOSITE VERSION OF MULTNOMAH COUNTY EXEMPT EMPLOYEE RETIREE INSURANCE POLICY	72
	1. Retiree Medical Insurance	72
	2. Retirees	74
ADDENDUM D	DRUG AND ALCOHOL POLICY	76
	1. Drug Free Workplace Act	76
	2. Holders of Commercial Drivers Licenses	76
	3. Alcohol and Drug Policy Work Rules and Discipline	76
	4. Testing	81
	5. Definitions	83
	LAST CHANCE AGREEMENT	85
ADDENDUM E	VEBA	88
	1. Wages	88
	2. Vacation	88
	3. Annual Review	89
	4. Termination	89
ADDENDUM F	PLAN DESIGN CHANGES EFFECTIVE JANUARY 1, 2009	90
	1. ODS Plan	90
	2. Kaiser Medical Plan	91
	3. Kaiser Dental Plan	91
INDEX		92

2011-2016

A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 48, AFL-CIO

ARTICLE 1

PREAMBLE

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

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

ARTICLE 2
DEFINITIONS

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

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

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

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

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

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

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

5. Probationary Employee: A permanent employee serving a one (1) year period of trial service to determine his or her suitability for continued employment, such period

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

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

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

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

ARTICLE 3
RECOGNITION

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

Specifically excluded from the bargaining unit are temporary employees.

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

ARTICLE 4
MANAGEMENT RIGHTS

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the departments, determining the levels of service and methods of operation, and the introduction of new equipment; the right to hire, layoff, transfer, and promote; to discipline or discharge for cause; the exclusive right to determine staffing, work schedules, and assign work; and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

ARTICLE 5
UNION SECURITY AND CHECK OFF

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

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

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

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

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

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

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

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

ARTICLE 6
NO STRIKE

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

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

ARTICLE 7
HOLIDAYS

1. Holidays The following shall be recognized and observed as paid holidays:

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

2. Holiday Observance

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

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

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

3. Holiday Pay Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Part-time employees shall receive holiday pay equivalent to their Full Time Equivalency (FTE). To be eligible for

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

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

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

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

ARTICLE 8
VACATION LEAVE

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

2. Table of Vacation Accrual Rates

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

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

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

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

D. Accrual rates shown in Column(s) 2 and 4 incorporate two days (sixteen) hours of leave which in previous contracts were allotted to employees as personal holidays.

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

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

5. Use and Scheduling of Accrued Vacation Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and the requirement for vacation relief, employees shall have the right to determine vacation times, but in any case vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise his or her right of seniority only once per calendar year as provided herein. Use of seniority shall be confined to times during the same calendar year selected during the annual sign-up. The annual sign up may occur each January, beginning on the first work day and ending on the last workday of that month. Employees shall be permitted to express their first, second, and third preferences for vacation times during this sign-up, to ensure orderly selection of preferred vacation times in the event their higher preference times are taken by senior employees. Seniority may not be used to obtain preferred vacation times after the January sign-up concludes. However, seniority may be used during the January sign-up to secure either a continuous vacation or a vacation plan consisting of two (2) or more non-continuous weeklong segments. Sign-up shall be in weekly increments. After the January sign up period, vacation shall be permitted on a "first come, first served" basis.

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

7. Use of Accrued Vacation for Emergencies and Preventative Health Care

A. Usage of Emergency Leave and Preventative Health Care Leave

Employees may use up to twenty-four (24) hours of vacation leave each calendar year for personal emergencies and preventative health care appointments.

B. Emergency Leave

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

2. Employees using Emergency Leave shall follow the reporting of leave provisions found in Article 9, Section 6., unless the onset of the emergency is within one (1) hour of the employee's scheduled reporting time, in which case the employee must call in as soon as possible.

C. Preventative Care

Employees must provide their supervisor a minimum of two (2) weeks advance notice of an appointment qualifying as Preventative Care Leave.

D. Misuse and Failure to Properly Report

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

ARTICLE 9
SICK LEAVE

I. Paid Sick Leave

A. Definition and Allowable Use Sick leave is a leave of absence with pay which may be used when the employee is directly affected by any of the health conditions listed below, or when specified others are affected by the conditions listed, and require the employee's care.

1. Specified others

a. Members of the employee's immediate household; or

b. The employee's spouse, parents, or children as defined in the federal Family and Medical Leave Act (hereafter referred to as the "FMLA"); or

c. The employee's parents-in-law**,** grandparents and grandchildren as defined in the Oregon Family Leave Act (hereafter referred to as "OFLA"); or

d. The employee's domestic partner as designated in an Affidavit of Domestic Partnership submitted to Employee Benefits; or

e. The children and parents of such domestic partner, defined as if the domestic partner was the employee's spouse.

2. Covered health conditions

a. Any condition covered by FMLA or OFLA; or

b. Any other illness, injury, or quarantine based on exposure to contagious disease; or

c. Medical and dental appointments

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

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

B. Accrual Employees shall accrue sick leave at the rate of .0461 hours for each straight time hour worked. Sick leave may be accrued on an unlimited basis. Straight time hours worked includes paid holidays and leaves with pay taken during the work week.

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

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

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

2. Use and Misuse of Leave for Sick Leave Purposes

A. Counting Against FMLA, OFLA Entitlements Sick leave and any other forms of paid or unpaid leave used for FMLA and/or OFLA qualifying conditions, or absence due to a deferred or approved Workers Compensation claim based on such conditions, will be counted against an employee's annual FMLA and/or OFLA leave entitlements. Effective January 1, 2008, employees on an absence due to approved Workers Compensation claim will not have such time count against an employee's OFLA leave entitlement.

B. Legitimate Use

1. Verification of use

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

b. Management may require medical verification of absence due to non-FMLA and non-OFLA covered illness or injury under the following conditions:

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

ii. the employee has exhausted all sick leave; or

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

iv. management reasonably believes that the absence may not be bona fide.

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

a. Abuse of sick leave

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

b. Use of accrued sick leave

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

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

(a) require the employee to take continuous leave; or

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

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

i. Any legal requirements, including, but not limited to those of the FMLA or the ADA.

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

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

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

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

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

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

a. Sick leave until it is exhausted;

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

c. Leave without pay.

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

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

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

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

b. Leave without pay

D. Limitations on the Use of Leave Without Pay in Lieu of Sick Leave

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

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

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

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

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

c. Proceed with the disciplinary process.

3. Fitness for Duty The parties recognize that employees have the responsibility to report to work fit for duty. To ensure such fitness, management may send employees

for medical or psychological examination when the supervisor reasonably believes that the employee is not fit for duty or may be a danger to themselves or others. Any such examinations will be at County expense.

4. Incentive Conversion Full-time employees who have worked the twelve (12) months preceding June 30 of any year, (*does not include FMLA/OFLA)* may at their option, convert accrued sick leave to saved holiday time to be taken in accordance with Article 7, Section 6 subject to the following schedule:

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

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

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

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

ARTICLE 10
OTHER LEAVES

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11
HEALTH AND WELFARE

I. Medical and Dental Insurance

A. Contribution Toward Insurance Premiums

1. Full-time employees

a. Full-Time Employee – Definition

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

b. Medical/Vision/Prescription Insurance

Effective July 1, 2007 each eligible full-time active enrolled employee's monthly contribution for the purchase of medical/vision/prescription benefit plan coverage will be as follows:

Plan		Total Premium	Full-Time Employee Monthly Contribution Rate	
ODS Plus PPO Plan				
	Single	$499.68	$49.98	
	Two-Party	$999.38	$99.94	
	Family	$1,425.14	$142.50	
ODS Preferred PPO Plan				
	Single	$439.18	$13.18	
	Two-Party	$878.36	$26.36	
	Family	$1,252.58	$37.58	
ODS Major Medical Plan - Full-Time employee receives $50 monthly rebate				
	Single	$225.06	$0.00	
	Two-Party	$448.68	$0.00	
	Family	$639.14	$0.00	
Kaiser HMO Plan				
	Single	$430.64	$8.60	
	Two-Party	$861.28	$17.24	
	Family	$1,227.32	$24.54	

The County and Union agree to shift the Health plan year from the current fiscal year basis of July – June to a calendar year basis as of January 1, 2009. Although the above listed Total Premiums may change on July 1, 2008, the County agrees to maintain the listed Employee Monthly Contribution Rates through December 31, 2008.

Effective January 1, 2009 each eligible full-time active enrolled employee's monthly contribution for medical/vision/prescription coverage will be calculated as a percentage of the total monthly premium for each medical/vision/prescription benefit plan is as follows:

Health Plan	County Contribution	Full-Time Employee Contribution
ODS Plus Plan	90%	10%
ODS Preferred Plan	95%	5%
ODS Major Medical Plan	100%	0%
Kaiser Medical Plan	95%	5%

c. Dental Insurance

Effective July 1, 2007 each eligible full-time active enrolled employee's monthly contribution for the purchase of dental benefit plan coverage will be as follows:

Plan		Total Premium	Full-Time Employee Monthly Contribution Rate
ODS Dental Plan			
	Single	$46.92	$4.68
	Two-Party	$93.86	$8.46
	Family	$133.72	$12.04
Kaiser Dental Plan			
	Single	$71.66	$8.04
	Two-Party	$143.30	$16.08
	Family	$204.20	$23.80

The County and Union agree to shift the Health plan year from the current fiscal year basis of July – June to a calendar year basis as of January 1, 2009. Although the above listed Total Premiums may change on July 1, 2008, the County

agrees to maintain the listed Employee Monthly Contribution Rates through December 31, 2008.

Effective January 1, 2009 each eligible full-time active enrolled employee's monthly contribution for dental coverage will be calculated as a percentage of the total monthly premium for each dental benefit plan is as follows:

Dental Plan	County Contribution	Full-Time Employee Contribution
ODS Dental Plan	95%	5%
Kaiser Dental Plan	95%	5%

2. Part-time employees

a. Part-Time Employee – Definition

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

b. Medical/Vision/Prescription Insurance

Effective July 1, 2007 each eligible part-time active enrolled employee's monthly contribution for the purchase of a medical/vision/prescription benefit plan is as follows:

Plan		Total Premium	Part-Time Employee Monthly Contribution Rate
ODS Plus PPO Plan			
	Single	$499.68	$274.62
	Two-Party	$999.38	$550.70
	Family	$1,425.14	$786.00
ODS Preferred PPO Plan			
	Single	$439.18	$164.12
	Two-Party	$878.36	$379.68
	Family	$1,252.58	$563.44
ODS Major Medical Plan			
	Single	$225.06	$0.00
	Two-Party	$448.68	$0.00
	Family	$639.14	$0.00
Kaiser HMO Plan			
	Single	$430.64	$155.58
	Two-Party	$861.28	$362.60
	Family	$1,227.32	$538.18
Kaiser Maintenance Medical Plan			

	Single	$323.04	$0.00	
	Two-Party	$646.06	$25.84	
	Family	$920.64	$64.44	

The County will provide the ODS Major Medical Plan at no cost to part-time employees. Part-time employees may elect to purchase one of the other medical/vision/prescription plans available through the County and part-time employee will pay the difference in cost between the County's allowance for the Major Medical Plan and the cost of the selected plan based on coverage level (single, two-party, or family). The County will provide an additional fifty dollar ($50) monthly premium subsidy to part-time employees who enroll in either the Kaiser HMO Plan or the ODS Preferred PPO Plan, regardless of tier.

The County and Union agree to shift the Health plan year from its current fiscal year basis of July – June to a calendar year basis as of January 1, 2009. Although the above listed Total Premiums may change on July 1, 2008, the County agrees to maintain the listed Employee Monthly Contribution Rates through December 31, 2008.

Effective January 1, 2009 the County will provide the ODS Major Medical Plan at no cost to part-time employees. The part-time employee's monthly contribution rate for the Kaiser Maintenance Plan will equal ten percent (10%) of the total monthly premium for the Kaiser Maintenance Plan. Otherwise, part-time employees may elect to purchase one of the other medical/vision/prescription plans available through the County and part-time employee will pay the difference in cost between the County's allowance for the Major Medical Plan and the cost of the selected plan based on coverage level (single, two-party, or family). The County will provide an additional fifty dollar ($50) monthly premium subsidy to part-time employees who enroll in either the Kaiser HMO Plan or the ODS Preferred PPO Plan, regardless of tier.

c. <u>Dental Insurance</u>

Part-time employees may receive dental benefits upon payment of fifty percent (50%) of the total monthly dental plan premium.

d. <u>30 Hour Employees.</u>

The County agrees that any change in benefit structure for employee who work thirty (30) hours but less than thirty-two (32) hours per week by the County/Local 88 Joint Committee shall be communicated to the Union by the County, and subject to mutual agreement of the parties may also apply to employees covered by this agreement.

B. Health Care Cost During the Term of Agreement Local 48 and the County recognize the increase 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 Union any time there is a proposed change in plan cost, change in plan designs by any other bargaining unit or any optional changes proposed by carriers that would impact plan design cost or plan designs. The County agrees to meet with the Union when ever the Union requests to meet regarding proposed changes in plan cost, changes in plan designs by other bargaining units or changes offered by carriers that would impact plan designs. Changes in plans or plan designs which are mandatory due to carrier changes, and which cannot be resolved by a meeting, shall be subject to impact bargaining only. Mandated coverage changes due to Federal or State laws, rules, or regulations shall be presented to the Union but will be implemented by the County as required by law. January 1, 2009 plan changes outlined in Addendum F are hereby agreed upon and not subject to change, unless the parties mutually agree to a modification by way of Memorandum of Agreement.

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

D. Employee Contribution Employee contributions will be made through payroll deductions. Enrollment in a County sponsored medical/vision/prescription plan

and associated employee contribution is mandatory for employees who do not “Opt Out” of medical/vision/prescription coverage.

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

F. Opt-Out - Waiver of Benefits

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

2. Full-Time Employees Who Opt Out

Effective July 1, 2007 employees who Opt Out medical/vision/prescription coverage will receive a reimbursement paid by the County of one-hundred-fifty dollars ($150) (gross) per month.

Effective January 1, 2009 employees who waive medical/vision/prescription coverage will receive a reimbursement paid by the County of two-hundred-fifty dollars ($250) (gross) per month.

3. Part-Time Employees who waive coverage

Effective July 1, 2007 employees who waive medical/vision/prescription coverage will receive a reimbursement paid by the County of $75 (gross) per month.

Effective January 1, 2009 employees who waive medical/vision/prescription coverage will receive a reimbursement paid by the County of $125 (gross) per month.

G. Successor Plans and Carriers In the event that any of the current insurance plans become unavailable, the County agrees to provide to affected employees a substitute plan for the same service delivery type, if available, at substantially the same or better benefit levels. If a plan or carrier is discontinued and no

substitute plan is available of the same service delivery type, the employee will be offered the option to enroll in an alternative service delivery plan.

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

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

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

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

J. Default Enrollment

1. New full-time employees who fail to submit timely application for enrollment into the medical-dental benefit plans described in Section A will be enrolled by default in the County's Major Medical plan and ODS Dental plan, with employee only coverage. Eligible dependents of such employees may be enrolled in the default plans if the employee submits application requesting dependent enrollment within fifteen (15) days of receiving notice of his or her default enrollment.

2. New part-time employees who fail to submit a timely application for enrollment into the medical and dental benefits described in Section A above will be enrolled by default in the County's Major Medical plan, with employee only coverage.

Eligible dependents of such employees may be enrolled in the default plan if the employee submits application requesting dependent enrollment within fifteen (15) days of receiving notice of his or her default enrollment.

K. Eligible Dependents

1. Spouses and domestic partners

a. Definitions

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

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

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

(b) Has a close personal relationship.

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

(1) Are not legally married to anyone;

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

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

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

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

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

b. Enrollment of Spouse/Domestic Partner Employee may enroll spouse or domestic partner in County medical and dental plans upon completion of the County’s Affidavit of Marriage or Domestic Partnership and applicable enrollment

forms. Enrollment times and other procedures for administration of the medical/vision and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees to the extent allowed by the law. Spouse or domestic partner must be enrolled in the same plan as the employee.

2. Children

a. Definition

"Eligible children" includes:

(i) any unmarried biological or adoptive child of the employee or employee's spouse/domestic partner who is under the age of twenty-three (23) is a dependent under the federal tax code and chiefly supported by the employee or employee's spouse/domestic partner; or

(ii) a court appointed ward of the employee or employee's spouse/domestic partner; or

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

(iv) the children (grandchild of employee) of enrolled, eligible children of the employee or employee's spouse/domestic partner when both grandchild and parent child are currently enrolled as dependents under employee's County sponsored coverage.

An eligible dependent enrolled under employee's County sponsored health plan, who becomes permanently disabled prior to their twenty-third (23rd) birth date, may be eligible for continued health plan coverage after reaching the usual maximum dependent age of twenty-three (23). Employee's with a dependent child in this situation should contact the County Employee Benefits Office three (3) months prior to child's twenty-third (23rd) birth date to initiate eligibility review process.

b. Enrollment of Dependent Children

Employee may enroll eligible children in County medical and dental plans upon completion of the County's Affidavit for Health Plan Enrollment of Dependent children and applicable enrollment forms. Children must be enrolled in the same plans as the employee.

3. Termination of Dependent Health Plan Coverage

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

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

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

c. Employees must remove from coverage a child who has become ineligible because he or she is 23 twenty-three (23) years old, or for any other reason by completing a Benefit Change form and submitting completed form to the Employee Benefits Office.

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

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

Terminating Event	Coverage End Date
Divorce	End of month divorce became final
Dissolution of domestic partnership	End of month partner moved out of shared residence
Child Marries	End of month that marriage occurred

L. <u>When Benefits Coverage Begins and Ends</u>

1. <u>Coverage for new employees</u>

a. <u>Medical and Dental Benefits</u>

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

ii. Unsubsidized benefits

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-subsidized coverage

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

Last Day in Pay Status	Coverage Ends
1st - 15th of month	30/31st of the month
16th - 31st of month	30/31st of the following month

Example: Employee A's last working day in paid status day is July 15. Employee A's County sponsored health plan coverage will end July 31. Employee B's last working day in paid status day is July 16. Employee B's County sponsored health plan coverage will end August 31. Employee B will have additional cost shares deducted from final

paychecks to cover the cost shares for August coverage.

ii. Unsubsidized benefits

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

3. Employees on unpaid leaves of absence

a. Leaves of less than 30 days

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

b. FMLA/OFLA Leaves

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

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

During unpaid OFLA leave only, the County will not contribute toward medical/vision/dental insurance coverage.

c. Non-FMLA/OFLA unpaid leaves

i. Lapsing of County-subsidized coverage

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

31st Day of Leave	Coverage Ends
1st - 15th of month	30/31st of the month
16th - 31st of month	30/31st of the following month

Example: Employee A goes on non-FMLA/OFLA unpaid leave effective July 15. Leave

period exceeds thirty (30) days. 31st day of leave is August 14. Employee A's County sponsored health plan coverage will end August 31. Employee B goes on non-FMLA/OFLA unpaid leave July 18. Leave period exceeds thirty (30) days. 31st day of leave is August 17. Employee B's County sponsored health plan coverage will end September 30.

ii. Continuation of Coverage through COBRA

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

iii. Benefits Coverage upon return from a leave

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

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

2. Other Benefits

A. Flexible Spending Accounts

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

2. Dependent care expenses To the extent permitted by law, Dependent Care Assistance Plan (DCAP) accounts, which allow employees to pay for

dependent care with pre-tax wages, will be available according to the terms of the Multnomah County Dependent Care Assistance Plan number 502.

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

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

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

D. Disability Insurance Disability insurance benefits are provided for under Article 9. Sick Leave, “Section 6”.

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

HRA-VEBA is subject to annual review and adjustment July 1st of any year by mutual agreement of the parties.

ARTICLE 12
PENSIONS

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

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

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

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

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

ARTICLE 13
WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS

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

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

3. The County shall supplement the amount of Worker's Compensation benefits received by the employee for temporary disability due to occupational injury, illness, or disease by an amount which, coupled with Worker's Compensation payments, will insure the disabled employee the equivalent of one-hundred-percent (100%) of his or her semi-monthly net take-home pay subject to the following conditions:

A. Supplemental benefits shall only be payable for those days compensable under Worker's Compensation Law as time loss on an approved claim.

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

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

Supplemental benefits shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim. For employees with approved claims, supplemental benefits shall be paid for no more than three-

hundred-and twenty (320) hours of the employee's regular working hours or for a period equal to the amount of accrued sick leave hours at the time of injury, whichever is greater. Such payments shall not be chargeable to accrued sick leave.

4. If a Worker's Compensation claim is denied or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work shall, to the extent not compensated as Worker's Compensation time loss, be paid from and charged against his or her sick leave.

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

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

7. The County shall continue to provide medical and dental benefits for employee and dependent(s) from the first day of occupational disability subject to the limitations of the Health and Welfare Article, if any, for a period of one year.

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

ARTICLE 14
HOURS OF WORK

1. Work Day

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

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

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

2. Work Week

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

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

C. Alarm Technicians – Facilities Division

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

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

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

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

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

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

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

shift.

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

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

8. Uniform Time Charging Provisions

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

1. 0 - 7 minutes rounds to 0 hours

2. 8 - 15 minutes rounds to 1/4 hour

B. Applications

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

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

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

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

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

ARTICLE 15
WAGES

1. Wages and Classification Schedule

A. Wage Rates for FY 2011-2012 Effective July 1, 2011, employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum A. Said schedule reflects no increase for 2011-2012.

B. Wage Rates for FY 2012-2013 Effective July 1, 2012, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the second half 2010 to the second half 2011 as reported in February 2012. The minimum percentage increase shall be no less than one percent (1**%**) and the maximum percentage increase no more than four percent (4**%**).

C. Wage Rates for FY 2013-2014 Effective July 1, 2013, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the second half 2011 to the second half 2012 as reported in February 2013. The minimum percentage increase shall be no less than one percent (1**%**) and the maximum percentage increase no more than four percent (4**%**).

D. Wage Rates for FY 2014-2015 Effective July 1, 2014, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the second half 2012 to the second half 2013 as reported in February 2014. The minimum percentage increase shall be no less than one percent (1**%**) and the maximum percentage increase no more than four percent (4**%**).

E. Wage Rates for FY 2015-2016 Effective July 1, 2015, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the second half 2013 to the second half 2014 as reported in February 2015. The minimum percentage increase shall be no less than one percent (1**%**) and the maximum percentage increase no more than four percent (4**%**).

F. The County agrees that for fiscal years beginning July 1, 2012, July 1, 2013, July 1, 2014 and July 1, 2015, should the County grant AFSCME Local 88 or IUOE Local 701 bargaining units a COLA range with a higher minimum and/or higher maximum that the County will notify Local 48 and offer Local 48 the same COLA range.

F. Market Adjustments

Effective July 1, 2012 and July 1, 2014 the pay rates, will be adjusted if the County rates fall below market average. Market average is defined as:

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

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

3. Comparable pay rates shall be pay rates effective January 1, 2012 and January 1, 2014, taking into consideration delayed implementation subject to finalize wage rates which are subject to such actions as contract negotiations/finalized salary studies. Multnomah County pay rate for purposes of comparison shall include appropriate July 1, 2012 and July 1, 2014 CPI adjustments.

4. Market adjustment increase shall be equal to the percentage that Multnomah rates are below the market average rounded to a tenth of a percent. July 1, 2012 CPI increase shall be based on July 1, 2011 wage rate plus any market adjustment. July 1, 2014 CPI increase shall be based on July 1, 2013 wage rate plus any market adjustment.

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

H. Work In A Higher Classification Whenever a supervisor instructs an employee to replace another employee in a higher classification and perform such work

for more than one (1) shift, the employee shall be paid for all such work at the rate of pay assigned to the higher classified work in the appropriate step, according to the promotional policy, if any.

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

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

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

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

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

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

7. On-Call Duty

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

commences performing assigned duties and receives the appropriate rate of pay for time worked.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 16
DISCIPLINARY ACTION

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

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

3. Personnel Files

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

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

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

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

ARTICLE 17
SETTLEMENT OF DISPUTES

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

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

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

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

County Grievances When the County has a grievance, it may be presented in

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

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

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

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

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

a subpoena, the cost of which shall be borne by the party requesting the subpoena.

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

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

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

2. Stewards and the Processing of Grievances

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

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

ARTICLE 18
GENERAL PROVISIONS

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

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

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

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

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

4. Changes in Existing Conditions The County will solicit and be receptive to the

input of the Union regarding changes in existing working conditions proposed by the County, and any such changes shall not be made for arbitrary or capricious reasons.

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

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

5. Rules

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

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

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

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

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

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

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

8. Seniority

A. Seniority will be determined as follows:

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

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

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

4. Score on the last performance evaluation awarded under the system to be developed in accordance with MCC 9.03; if no system exists, then score on original entrance examination.

5. Time spent in an abolished classification that has a current equivalent will count towards seniority in the equivalent classification.

B. In computing seniority for permanent employees, the following factors will be taken into account:

1. Part-time work within the same classification will be counted on a pro rated hourly basis.

2. Time spent on authorized leave without pay that exceeds thirty (30) calendar days will not count.

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

4. Time spent in classification in previous government service will be included if the employee transferred in accordance with ORS 236.610 through 236.650.

5. Time spent on layoff will not count.

C. Seniority shall be forfeited by discharge for cause or voluntary termination.

D. On May 15 of each year, the County shall furnish to the Union sufficient copies of a seniority roster of all employees assigned to the classifications listed in Addendum A.

E. Employees may protest their seniority designation through the grievance procedure outlined in this agreement.

9. <u>Merger and Consolidation</u> Prior to any merger or consolidation of any Division, Bureau, or Department by the County with any other governmental agency, the County

shall notify and consult with the Union if members of the bargaining unit would be affected directly by such merger or consolidation.

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

11. Contract Work

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

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

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

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

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

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

14. Work Assignment Vacancies Employees shall be granted at their request preference of assignment within their classification according to their respective seniority provided they are qualified to perform the duties of the assignment. Upon appointment to a new permanent work assignment, including transfers, the employee will serve a trial period of ninety (90) working days to demonstrate his or her ability to fulfill the requirements of the assignment. If the employee does not satisfactorily fulfill the requirements of the assignment, such employee will be returned to his or her previous work assignment. Such determination of satisfactory performance within the ninety (90) day trial period will be made by management.

15. Performance Evaluation Process

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

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

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

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

16. Bus Pass

A. Statement of Purpose For the purposes of encouraging employees to use mass transit as part of the County's ride reduction program under the Oregon Department of Environmental Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the County's commitment to limiting traffic congestion and promoting clean air, effective November 1, 2001,each employee shall be eligible to receive a bus pass entirely subsidized by the County for the employee's personal use.

B. Scope of Subsidy

1. The County will provide a one-hundred percent (100%) subsidy for employee bus passes. However, the County may require that the employee pay a percentage if the County's subsidy exceeds the IRS standard for a de minims employee benefit.

It will be the employee's responsibility to obtain the necessary

Photo ID from Tri-Met. Instructions for obtaining the photo ID will be available through Employee Benefits and will be included in new hire packets.

2. This program is offered only by Tri-Met. However C-Tran will honor the Tri-Met all zone pass.

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

ARTICLE 19
STANDARDS

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

ARTICLE 20
SAVINGS CLAUSE AND FUNDING

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

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

ARTICLE 21
ENTIRE AGREEMENT

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

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

ARTICLE 22
TERMINATION

This Agreement shall be effective as of the 1st day of July 2011 and, with the exception of Article 11, shall remain in full force and effect through the 30th day of June 2016, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing between January 1, 2016 and March 1, 2016 that it wishes to modify the agreement for any reason. The contract shall remain in full force and effect during the period of negotiations.

Article 11 – Health and Welfare shall reopen in 2013. Any modifications will be effective with plan year beginning January 1, 2014. Bargaining will commence no later than February 1, 2013.

IN WITNESS WHEREOF, the Parties hereto have set their hands this ___day of _____, 2011.

FOR THE UNION:

_____
Cliff Davis, Business Manager
IBEW Local 48, AFL-CIO

MULTNOMAH COUNTY, OREGON
BOARD OF COMMISSIONERS:

_____
Jeff Cogen, County Chair

_____
Deborah Kafoury,
Commissioner, District 1

_____
Loretta Smith,
Commissioner, District 2

_____
Judy Shiprack,
Commissioner, District 3

_____
Diane McKeel,
Commissioner, District 4

REVIEWED:

Henry H. Lazenby, Jr., County Attorney
For Multnomah County, Oregon

_____
By: Kathy Short
Assistant County Attorney

NEGOTIATED BY:

_____
By: Jim Younger, LR Manager

ADDENDUM A

WAGES AND CLASSIFICATIONS

ELECTRICAL WORKERS

Effective July 1, 2011

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
ELECTRICIAN	31.49	32.45					
ELECTRONIC TECHNICIAN	31.49	31.49					
ELECTRONIC TECH. ASS.	21.78	22.42	23.11	23.79	24.52	25.29	26.01
ELECTRONIC TECH. CHIEF	34.28	35.27					
ALARM TECHNICIAN	28.59	29.46					

ADDENDUM A-2
LEADWORKER

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

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

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

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

ADDENDUM A-3
BENCH WORK PREMIUM FOR
ELECTRONIC TECHNICIAN ASSISTANT

Subject to the limitations set forth herein, if the employer assigns an employee classified as an Electronic Technician Assistant to perform bench work and designates such assignment as eligible for premium pay, the employee shall be paid a premium equal to fifteen percent (15%) of his or her regular base hourly rate for the duration of the designated assignment. An assignment may only be designated for premium pay if, in the supervisor's judgment, the employee has the demonstrated skills and abilities to competently perform the assignment. This precludes such designation for on-the-job training given to aid in acquisition of such skills and abilities. For purposes of this Addendum A-3, "bench work" means journeyman level troubleshooting and repair of radios, sirens, Mobil Digital Terminals units, or Closed Circuit Television equipment at the component level on circuit boards.

ADDENDUM B

MULTNOMAH COUNTY OREGON

Employee Organization Membership Dues

Payroll Deduction Authorization Plan

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

Signed:_____Date:_____

Name of Employee Month Day Year

Name of Employee Organization:_____

ADDENDUM C

COMPOSITE VERSION OF MULTNOMAH COUNTY EXEMPT EMPLOYEE RETIREE INSURANCE POLICY

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

1. Retiree Medical Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. The parties 1998–2001 Agreement provided for an alternative Retiree Medical Insurance benefit as follows:

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

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

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

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

1. Foltz, Michael
2. Herrick, Roger
3. How, Henry
4. Saltzman, Larry
5. Sepich, Anthony
6. Skinner, Larry

ADDENDUM D
DRUG AND ALCOHOL POLICY

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

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

3. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

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

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

B. Work Rules

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

Employees shall:

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

b. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work place

except when lawfully required as part of the job.

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

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

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

Employees shall:

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

b. Not use or distribute alcohol without authorization.

3. Fitness for duty

Employees shall:

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

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

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

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

e. Inform themselves of the effects of any prescription or non-prescription medications by obtaining information from health care providers,

pharmacists, medication packages and brochures, or other authoritative sources in advance of performing work duties.

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

4. Cooperation with Policy Administration

Employees shall:

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

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

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

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

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

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

i. All drug or alcohol-related arrests, citations,

convictions, guilty pleas, no contest pleas or diversions which resulted from conduct which occurred while he or she was on duty, on County property, or in a County vehicle; or

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

C. Levels of Discipline

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

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

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

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

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

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

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

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

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

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

D. Mandatory Assessment and Treatment

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

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

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

E. Return to Work Testing

Employees who test positive for being "under the influence" of drugs will be required to test negative before returning to work. (Note that Federal law requires

CDL holders performing safety sensitive functions to undergo return to work testing after a positive alcohol or drug test.)

4. Testing

A. Basis for Testing

1. All employees may be tested:

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

b. before returning to work after testing positive for being "under the influence" of alcohol or drugs;

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

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

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

B. Establishing Reasonable Suspicion

1. Definition

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

2. Supervisory training

The County will provide training to all supervisors on establishing

reasonable suspicion and the nature of alcohol and drug dependency. Supervisors who have not been trained will not have the authority to direct employees to be tested on the basis of reasonable suspicion of being under the influence.

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

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

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

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

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

C. Testing Methodology

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

2. In accordance with CDL standards, the County will contract with a medical doctor trained in toxicology to act as an MRO (Medical Review Officer). He or she will attempt to contact employees to review preliminary positive test results with employees and any relevant health care providers before the results are reported to the

County. Based on his or her professional judgment, he or she may change the preliminary test result to negative. The County will not be able to distinguish a test result that is negative by MRO intervention from any other negative result.

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

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

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

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

5. Definitions

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

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

C. County: Multnomah County, Oregon.

D. Drug Paraphernalia: Drug paraphernalia means any and all equipment, products, and materials of any kind, as more particularly defined in ORS 475.525(2),

which are or can be used in connection with the production, delivery, or use of a controlled substance as that term is defined by ORS 475.005.

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

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

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

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

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

J. Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol: See “Section IV. B. 1. a” above.

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

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

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

Sample Last Chance Agreement

LAST CHANCE AGREEMENT

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

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

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

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

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

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

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

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

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

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

Disciplinary Action

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

Personal Commitment

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

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

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

_____	_____
(Employee) (Date)	(Managerial Employee With Disciplinary Authority)** (Date)
_____	_____
(Labor Representative) (Date)	(Employee's Immediate Supervisor***) (Date)
_____	
(Multnomah County Labor Relations, if applicable*) (Date)	

Footnotes:

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

** Always necessary.

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

ADDENDUM E

Voluntary Employee Beneficiary Association

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

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

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

$20.50 x 3% VEBA = $19.88 base wage (rounded)
$20.50 x 3% VEBA = $00.62 VEBA contribution (rounded)
$20.50

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

SAP TERMINATION CODES AND LEGEND

01	Voluntary – OTHER EMPLOYMENT
02	Voluntary – PERMANENT DISABILITY
03	Voluntary – RETIREMENT (Regular or Disability)

04	Voluntary – FAMILY DEMANDS-STAYING HOME
05	Voluntary – INSUFFICIENT PAY
06	Voluntary – ISSUES WITH MANAGER
07	Voluntary – ISSUES WITH PEERS
08	Voluntary – JOB ABANDONMENT
09	Voluntary - DEATH
10	Voluntary - PERSONAL HEALTH
11	Voluntary – SCHOOL
12	Voluntary – TRANSPORTATION/COMMUTE
13	Voluntary – WORKING HOURS
14	Voluntary – OTHER VOLUNTARY RESIGNATION

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

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

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

ADDENDUM F

PLAN DESIGN CHANGES EFFECTIVE JANUARY 1, 2009.

1. ODS Plan – Prescription Drug Coverage Changes:

Change annual out of pocket maximum to two-thousand dollars ($2,000)

A. RETAIL (thirty (30) day supply) – PLUS and PREFERRED PLANS

Tier 1: Generic: No change to twenty percent (20%) co-pay - add fifty dollars ($50) per Rx co-pay maximum

Tier 2: Preferred Brand Name: No co-pay change to twenty percent (20%) co-pay add fifty dollar ($50) per Rx co-pay maximum

Tier 3 Non-preferred Brand Name: No change (co-pay fifty percent (50%))

B. MAILORDER (ninety (90) day supply) – PLUS PLAN

Tier 1: Generic: Change co-pay from sixteen dollars ($16) to twenty percent (20%) with twenty-five dollar ($25) per Rx maximum

Tier 2: Preferred Brand Name: Change co-pay from twenty-four dollars ($24) to twenty percent (20%) with one hundred dollar ($100) maximum

Tier 3: Non-preferred Brand Name: No change – purchase at fifty percent (50%) of cost

C. MAILORDER (ninety (90) day supply)– PREFERRED PLAN

Tier 1 Generic: Change co-pay from twenty dollars ($20) to twenty percent (20%) with thirty-five dollars ($35) per Rx maximum

Tier 2 Preferred Brand Name: Change co-pay from thirty dollars ($30) to twenty percent (20%) with one-hundred-fifty dollar ($150) per Rx maximum

Tier 3 Non-preferred Brand Name: No change – purchase at fifty percent (50%) of cost

2. Kaiser Medical Plan:

A. Increase Office Visit Co-pay from five dollars ($5) to ten dollars ($10).

B. Increase Rx Co-pay from five dollars ($5) to:

Retail (thirty (30) day supply) ten dollars ($10) for generic and ten dollars ($10) for formulary brand name

Mail order (ninety (90) day supply) co-payment would be twice (2x) the retail co-payment or twenty dollars ($20) for generic medication, twenty dollars ($20) for formulary brand name medication.

3. Kaiser Dental Plan:

Increase office visit co-pay from five dollars ($5) to ten dollars ($10).

Orthodontia (Plan U) for children under 18 only: Maximum Plan benefit payment three-thousand dollars ($3,000) per child. Member pays fifty percent (50%) of charges up to the maximum Plan payment and one-hundred percent (100%) of charges in excess of the maximum Plan payment. (Any covered dependent who has been banded prior to January 1, 2009 under the existing Kaiser Orthodontic program will remain eligible to receive the existing orthodontic benefit (three-hundred dollar ($300) maximum member co-pay) for remainder of current orthodontic treatment plan or treatment phase.

INDEX

A:
Accrual, Vacation Leave 11
Accrual, Sick Leave 15
Addendum A, Wages and Classifications, Electrical Workers 68
Addendum A-2, Leadworker 69
Addendum A-3, Bench Work Premium For Electronic Technician Assistant 70
Addendum B, Employee Organization Membership Dues 71
Addendum C, Composite Version of Multnomah County Exempt Employee Retiree Insurance Policy 72
Addendum D, Drug and Alcohol Policy 76
Addendum E, Voluntary Employee Beneficiary Association 88
Addendum F, Plan Changes Effective January 1, 2009 90

B:
Bench Work Premium For Electronic Technician Assistant, Addendum A-3 70
Bereavement Leave 19
Bulletin Board 57
Bus Pass 61

C:
Call-In Time, Wages 47
Cause, Definition 2
Changes In Existing Conditions, General Provisions 57
Clean-Up Time, Hours of Work 43
Continuous Service, Definition 2
Contract Work, General Provisions 60
Compensatory Time 51

D:
Definition, Cause 2
Definition, Continuous Service 2
Definition, Permanent Employee 2
Definition, Probationary Employee 2
Definition, Promotional Probationary Employee 3
Definition, Supervisory Employee 2
Definition, Temporary Employee 3
Disability Insurance, Short Term 20
Disciplinary Actions 53
Disciplinary Actions, Personnel Files 53
Disciplinary Actions, Right of Permanent Non-Probationary Employees 53
Disciplinary Actions, Types of Disciplinary Actions 53
Distribution, Wages 51
Drug and Alcohol Policy, Addendum D 76

E:
Educational Leave 21
Educational Reimbursement 22
Eligible Dependents 31
Employee Organization Membership Dues, Addendum B 71
Entire Agreement 65
Emergency Treatment 37

F:
Funding, Savings Clause and Funding 64
Fitness for Duty 18
Flexible Spending Account 36

G:
General Provisions 57
General Provisions, Bulletin Boards 57
General Provisions, Bus Pass 61
General Provisions, Changes In Existing Conditions 57
General Provisions, Contract Work 60
General Provisions, Merger and Consolidation 59
General Provisions, No Discrimination 57
General Provisions, Performance Evaluation Process 61
General Provisions, Reduction In Force 60
General Provisions, Rules 58
General Provisions, Safety Rules 60
General Provisions, Seniority 58
General Provisions, Supremacy of Contract 60
General Provisions, Tool Replacement 58
General Provisions, Uniforms and Protective Clothing 58
General Provisions, Visits By Union Representatives 57
General Provisions, Work Assignment Vacancies 61
Grievance Procedures, Settlement of Disputes 54

H:
Health and Welfare 24
Health and Welfare, Contribution Toward Premium 24
Health and Welfare, Default Enrollment 30
Health and Welfare, Employee Contribution 28
Health and Welfare, Health Cost 28
Health and Welfare, Premium Calculation 28
Health and Welfare, Premium Reimbursement – Part Time 30
Health and Welfare, Retirees 30
Health and Welfare, When Benefits Coverage Begins and Ends 33
Holiday Pay 9
Holiday During Leave 10

Holiday Work 10
Holidays 9
Holidays, Observance 9
Hours of Work 41
Hours of Work, Clean-Up Time 43
Hours of Work, Meal Periods 43
Hours of Work, Reduced Work Week 42
Hours of Work, Rest Periods 42
Hours of Work, Uniform Time Charging Provisions 43
Hours of Work, Work Day 41
Hours of Work, Work Schedules 42
Hours of Work, Work Week 41
HRA-VEBA 37

I:
Incentive Conversion, Sick Leave 19
Insurance Premiums 24

J:
Jury Duty, Other Leaves 21

L:
Last Chance Agreement 85
Leadworker, Addendum A-2 69
Leave of Absence, Other Leaves 21
Life Insurance 37
Long Term Disability 20

M:
Management Rights 5
Merger and Consolidation 59
Military Leave 22
Mileage Pay 51

N:
No Discrimination, General Provisions 57
No Strike 8

O:
On-Call Duty 48
Opt-Out – Waiver of Benefits 29
Other Leaves, Educational 21
Other Leaves, Jury Duty 21
Other Leaves, Military 22
Other Leaves, Parental 23
Other Leaves, Reimbursement, Educational 22

Other Leaves, Union Business 21
Other Leaves, Voting Time 21
Overtime, Wages 50

P:
Parental Leave 23
Parking, Wages 51
Pay Period, Wages 47
Pensions 38
PERS 38
PERS “Pick-Up” and “Pick-Up” Under IRC Section 414(H)(2) 38
Personnel Files, Disciplinary Actions 53
Preamble 1
Performance Evaluation Process 61

R:
Recognition 4
Reduced Work Week, Hours of Work 42
Reduction In Force, General Provisions 60
Reimbursement, Educational 22
Reporting Time, Wages 47
Reporting of Sick Leave 15
Retiree Medical Insurance 30
Rest Periods, Hours of Work 42
Retirees, Health and Welfare 72
Rights of Permanent Non-Probationary Employees, Disciplinary Actions 53
Rules, General Provisions 58

S:
Saved Holiday 10
Safety Rules, General Provisions 60
Savings Clause and Funding 64
Seniority, General Provisions 58
Sequencing of Leaves 17
Settlement of Disputes 54
Settlement of Disputes, Grievance Procedure 54
Settlement of Disputes, Stewards and The Processing of Grievances 56
Shift Differential, Wages 51
Sick Leave, Accrual 15
Sick Leave, Definition and allowable Use 14
Sick Leave, Incentive Conversion 19
Sick Leave, Reporting 15
Signature Page 67
Standards 63
Stewards and the Processing of Grievances 56
Successor Plans and Carriers 29

Supremacy of Contract 60

T:
Termination 66
Termination Or Death, Vacation Leave 12
Time between Shifts 44
Time charging for Sick Leave 15
Tool Replacement, General Provisions 58
Types of Disciplinary Actions, Disciplinary Actions 53

U:
Uniforms and Protective Clothing, General Provisions 58
Uniform Time Charging Provisions, Hours of Work 43
Union Business, Leave 21
Union Security and Check Off 6
Use and Misuse of Sick Leave 15
Use and Scheduling of Accrued Vacation 12
Use of Accrued Vacation for Emergency and Preventative Health Care 12
Use of Sick Leave During Leave 15

V:
Vacation Accrual, Vacation Leave 11
Vacation Leave, Termination Or Death 12
Vacation Times 11
Visits By Union Representatives, General Provisions 57
Voting Time, Leave 21

W:
Wages 45
Wages and Classification Schedule 45
Wages and Classifications, Electrical Workers, Addendum A 68
Wages, Call-In Time 47
Wages, Distribution 51
Wages, Height Time Bonus Pay 47
Wages, Mileage Pay 51
Wages, Overtime 50
Wages, Parking 51
Wages, Pay Period 47
Wages, Reporting Time 47
Wages, Shift Differential 51
Wages, On-Call Duty 48
Work Assignments Vacancies, General Provisions 61
Work Day, Hours of Work 41
Work Schedules, Hours of Work 42
Work Week, Hours of Work 41
Workers Compensation 39