

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF PROVIDING )  
PERSONNEL REGULATIONS FOR THE )  
METROPOLITAN SERVICE DISTRICT, )  
AND REPEALING THE INTERIM )  
PERSONNEL RULES ADOPTED PURSUANT )  
TO COUNCIL RESOLUTION NO. 79-2 )

ORDINANCE NO. 79-73  
Introduced by the  
Ways & Means Committee

WHEREAS, It is deemed necessary by the Council, pursuant to Section 7(5), Chapter 665, Oregon Laws, 1977, to adopt permanent personnel regulations which will provide guidance to the Executive Officer in matters relating to personnel.

THE COUNCIL OF THE METROPOLITAN SERVICE DISTRICT ORDAINS  
AS FOLLOWS:

Section 1. The document entitled "Personnel Rules of the Metropolitan Service District", dated July 26, 1979, attached hereto or on file at MSD offices, is hereby adopted and is incorporated herein.

Section 2. The Interim Joint Personnel Rules adopted by Resolution #79-2, on January 4, 1979, are hereby repealed.

ADOPTED by the Council of the Metropolitan Service District this 9th day of August, 1979.

  
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Presiding Officer

ATTEST:

  
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Clerk of the Council

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0033A

PERSONNEL RULES

of the

METROPOLITAN SERVICE DISTRICT

ADOPTED BY THE  
MSD COUNCIL

August 9, 1979

## PERSONNEL RULES

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## ARTICLE I. GENERAL

### Section 1. Administration of the Rules

The Executive Officer shall be responsible for:

- (a) Administering or delegating the administration of all the provisions of the Personnel Rules; and
- (b) Together with the Council, preparing or causing to be prepared the Personnel Rules or amendments to such Rules.

### Section 2. Adoption and Amendment of the Rules

The Personnel Rules shall be adopted solely and amended solely by the Council. Administrative amendments which deal solely with correcting grammatical or typographical errors, or correcting position titles to reflect properly processed reclassifications and title changes, or correcting departmental name changes to accurately reflect current organizational structure may be approved by the Executive Officer. All proposed amendments dealing with policy and/or benefit changes will be required to be adopted by the Council. The Rules shall provide means to recruit, select, develop, and maintain an effective and responsive work force, and shall include policies and procedures for hiring and advancement, training and career development, job classification, salary administration, retirement, employee benefits, discipline, discharge, and other related matters which are pertinent to the maintenance and effective operation of the Metropolitan Service District (MSD). Furthermore, the Personnel Rules shall be presented, adopted, and amended in a spirit of good faith, and shall be subject to review and comment by MSD employees prior to adoption.

If practical, proposed amendments shall be posted in each general work area ten (10) working days in advance of the Council meeting in which they are to be considered. Employee access to copies of the proposed amendments shall be provided by their distribution to all Directors of Departments, Personnel Office, and to the Chairman of the Employees Association, in addition to the posting required above. Employee responses shall be reported to Council in summary form coincidental with Council consideration of the proposed amendments.

### Section 3. Separability

If any section, subsection, sentence, clause, or phrase of these Rules is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of these Rules.

#### Section 4. Purpose

The purpose of these Rules is to provide systematic and equitable procedures and regulations relating to the hiring, compensation, hours of work, leave, safety, training, working conditions, promotions, transfer, discipline, removal, and other matters affecting the status of employees of the MSD. Said Rules and regulations are provided to maintain uniformity and equity in personnel matters, and to encourage each employee to give their best service to the organization and citizens served by the MSD.

#### Section 5. Variances

The Executive Officer shall have the power to vary or to modify the strict application of the provisions of these Rules in any case in which the strict application of said provisions would result in practical difficulties or unnecessary hardships on either the agency or employee or both. All approved variances shall be subject to Council ratification, and be reported to the Council in written summary form at the next regular meeting following the date of approval.

#### Section 6. Definitions

As used in these Rules, as well as in day to day personnel matters, the following terms shall have the meanings indicated:

Anniversary Date. The employee's original date of regular employment for purposes of relating to retirement benefits, and/or that date on which the employee reaches Step "B" within the assigned salary range which establishes the date for annual job performance evaluation for Merit and Incentive pay increases. The anniversary date for employees who are rehired shall be the date of their regular re-employment.

Appeal. A request to a Department Head or the Executive Officer for reconsideration of a decision adverse to an employee's best interests.

Appointing Power. The Executive Officer or his designee.

Central Personnel File. A file which contains complete personnel records of all MSD employees.

Chief Administrative Officer. The appointed Chief Administrative Officer selected by and responsible to the Executive Officer for the administration of MSD organization.

Class. A group of positions sufficiently alike in responsibilities and authorities to require similar qualifications.

Class Specification. A written description of each class of positions including a class title and a statement of objectives. Positions--not individuals--are classified.

Council. Council means the governing elected body of the MSD.

Continuous Service. Uninterrupted employment with the MSD. Reasonable absences due to sick leave, disability, lay-offs up to one (1) year, military leave or other approved leaves as provided for in these Rules, do not constitute an interruption in continuous service. Continuous service shall only apply to regular and regular part-time employees.

Demotion. A transfer of an employee from one position to another of a lower classification and/or pay scale for disciplinary purposes.

Department. A major functional unit of MSD.

Department Head. A person responsible for the administration of a Department.

Disciplinary Action. Imposition of certain personnel actions (e.g., reprimand, warning, suspension, discharge, or demotion) as a result of conduct detrimental to MSD.

Discharge. Termination of employment by the MSD for reasons attributable to the employee.

Division. A major functional unit of a Department.

Division Head. A person responsible for the administration of a Division.

Employee. Anyone who is salaried or who receives wages for employment with the MSD.

Examination. A test for the purpose of evaluating an applicant for an employment vacancy.

Executive Officer. The elected Executive Officer of the MSD.

Fiscal Year. Twelve (12) month period beginning July 1, and ending June 30.

Grievance. An oral or written expression of dissatisfaction with some condition of employment, a management decision affecting such employment, or an alleged violation of employment rights as granted by these Rules submitted by an employee or group of employees for the purpose of attempting to gain adjustment of said cause of dissatisfaction.

Hourly Rate. Rate of compensation for each hour of work performed. It is determined by dividing the annual regular salary by the regular number of hours worked each year (2,080).

Immediate Family. The husband, wife, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, or any relative living in the employee's household.

Layoff. A separation from employment because of organizational changes, lack of work, lack of funds, or for other reasons not reflecting discredit upon the employee.

Leave of Absence. Time off from work for reasons within the scope and purpose of these Rules and regulations upon prior approval of the Executive Officer.

Month. One (1) calendar month.

Military Leave. Leave of absence for an employee entering reserve military training duty.

Non-Occupational Disability. Disability from an accident or sickness suffered or contracted by the employee which cannot be attributed to the performance of assigned duties with the MSD.

Non-Union Employee. Any employee exempt from the provisions of a formally written union agreement with MSD.

Occupational Disability. Disability from an accident or sickness suffered or contracted as a result of the performance of assigned duties.

Overtime. Overtime shall be considered as time worked in excess of the employees established work day, or forty (40) hours in any one (1) week as defined in ORS 279.340.

Personnel Action. Any action taken with reference to appointment, compensation, promotion, transfer, layoff, dismissal, or other action affecting the status of employment.

Probationary Period. A working test period during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties of the position.

Promotion. The advancement of an employee from one classification to a higher classification.

Reclassification. A change in classification of a position by raising it to a higher class, reducing it to a lower class, or changing it to another class at the same level.

Reduction In Grade. The reduction in grade of an employee from one position to another of a lower classification and/or pay scale for non-disciplinary purposes.

Regular Employee. An employee occupying or appointed to a full-time position which is included in the Classification and Compensation Plan for regular employees and which position is provided for in the annual Budget.

Regular Part-Time Employee. An employee occupying or appointed



to less than a full-time position which is included in the Classification and Compensation Plan for Regular Employees and which is provided for in the annual Budget.

Suspension. Temporary separation of an employee from employment without pay for disciplinary purposes.

Temporary Employee. An employee hired under the Temporary Employment Program to perform a specific task or to participate in a series of projects for a period not to exceed 2,080 hours over an eighteen (18) month period. This definition excludes interns, work-study students, and CETA employees, or similar federal and state employment programs.

Transfer. A change of an employee from one position to another in the same class, or to a position in a comparable class.

Workday. The regularly scheduled workday shall be from 8:00 a.m. to 5:00 p.m. with one (1) hour off for lunch except where flexible hours, on a regular schedule, may otherwise be approved by the Executive Officer. Flexible hours in this context are those hours scheduled outside the regular 8:00 a.m. to 5:00 p.m. workday. "Workday" or "working days" as used in these Rules in relation to notice and filing requirements shall mean business days rather than days actually worked.

Workweek. The regularly scheduled forty (40) hour workweek shall be from Sunday through Saturday.

Section 7. Legal Interpretations. When it is found necessary to seek a legal opinion as to the interpretation or intent of these Rules, it shall be incumbent upon the Executive Officer to respond to said requests as soon as is practicable.

## ARTICLE II. PERSONNEL POLICIES AND PROCEDURES

### Section 8. Appointment

- (a) All original appointments to vacancies shall be made solely on the basis of merit, efficiency and fitness. These qualities shall be job related and may be determined through careful and impartial evaluation of the following:
  - (1) The duties and responsibilities to be performed.
  - (2) The applicant's level of training relative to the requirements of the position for which he/she has applied;
  - (3) The applicant's level of education relative to the requirements of the position for which he/she has applied; and
  - (4) The applicant's level and amount of experience relative to the requirements of the position for which he/she has applied.
  - (5) The results of an oral interview and/or an examination, if any.
- (b) No question in any examination, in any application form, or by any appointing power shall be so framed as to attempt to elicit information concerning race, color, ancestry, national origin, sex, sexual orientation, political or religious affiliation for the purpose of discriminating in employment.
- (c) All statements submitted on the employment application or attached resume shall be subject to investigation and verification prior to appointment.
- (d) Regular, regular part-time, and temporary full-time employees are encouraged to apply for any vacant position for which they feel qualified. Such applications will be considered without prejudice to their present positions. Regular, regular part-time, and temporary full-time staff will be given first consideration in filling a vacant position. Where the position is currently filled by a CETA, or temporary employee, and the position has been reclassified to a regular staff position, the incumbent shall be considered equally and at the same time as regular, regular part-time, and full time temporary employee applicants. Should a regular, regular part-time, or temporary full-time employee not apply or be selected for any vacant position, temporary part-time and CETA employees will be considered. If the position is not filled as a result of in-house recruitment, recruitment

outside the agency will commence. Notice of in-house recruitment shall provide not less than five (5) working days for receipt of applications. In-house applicants will be provided with a written response on the status of their application before outside recruitment is pursued.

- (e) Section 8 (e): Pursuant to the terms and intent of ch. 665, OR L 1977, Section 7 (5) and ORS 268.210, all appointments of employees shall be the sole responsibility of the Executive Officer subject to the Personnel Rules adopted by the Council. However, because the duties associated with certain positions include an independent and concurrent policy impact on both the Council and the Executive Officer, the original appointment of persons to fill the following positions must be confirmed by a majority of the Council prior to the effective date of each such appointment:

1. General Counsel
2. Legislative Liaison (lobbyist)
3. Director of Local Government and Citizen Involvement Services
4. Chief Administrative Officer

#### Section 9. Probationary Period

- (a) All original appointments to regular and regular part-time positions shall be tentative and subject to a standard probationary period of at least six (6) consecutive months of service. Such period shall not apply to transferees.
- (b) In cases where a longer period is necessary to demonstrate an employee's qualifications the probationary period may be extended; however, no probationary period shall be extended beyond twelve (12) months from the date of appointment. The employee shall be notified in writing of any extension and the reasons therefore.
- (c) During the probationary period the employee shall not be eligible for vacation benefits unless by permission of the Executive Officer, but he/she shall earn vacation credit to be taken at a later date.
- (d) Upon completion of the probationary period, the employee shall be considered as having satisfactorily demonstrated qualifications for the position, shall gain regular status, and shall be so informed.
- (e) In the case of an original appointment, a probationary employee may be terminated without cause at any time without hearing or appeal and without previous, lesser disciplinary action. The employee shall be given appropriate written notice of termination.

- (f) In the case of promotional appointments, the promoted employee may be reduced in grade at any time during the probationary period, and be reinstated in the class designation from which he/she was promoted, even though this may necessitate the layoff of the employee occupying the position.

#### Section 10. Attendance

- (a) Employees shall be in attendance at their work in accordance with the Rules regarding hours of work, holidays, and leaves of absence.
- (b) Employees shall not absent themselves from work for any reason, other than those specified in these Rules authorizing sick leave, without making prior arrangements with their Supervisor.
- (c) Any unauthorized absence of an employee from duty may be deemed to be an absence without pay and may be cause for disciplinary action. Absence without approval in excess of three (3) workdays shall constitute voluntary resignation.

#### Section 11. Personnel Records

- (a) The Executive Officer shall cause a service or personnel record to be maintained for each employee in the service of MSD.
- (b) The personnel record shall show the employee's name, title of position held, the department to which assigned, salary, change in employment status, training received, and such other information as may be considered pertinent.
- (c) A Personnel Action Notice shall be used as the single document to initiate and to update personnel records. Any document filed in the employee's record relating to salary, benefits or work conditions of the employee shall be duplicated and sent to the employee.
- (d) Employee personnel records shall be considered confidential and, subject to state law, shall be accessible only to the following:
  - (1) The employee concerned;
  - (2) Selected officials authorized by the Executive Officer. The employee shall be notified as to all persons having access to their personnel records and the reasons for such access. Authorization by the employee shall be required before anyone other than pre-selected officials is given access to the employee's personnel file. Original authorization of



access is herein provided to the Executive Officer, the head of the Division of Personnel and Management Services, and the Office Manager. Additional pre-selected officials may be identified by the Executive Officer and placed on file in the Personnel Office.

The employee may authorize in writing his/her representative to gain access to his/her file, and such authorization shall be filed with the Personnel Office.

#### Section 12. Transfers

Requests from employees for transfers to different work units within the organization shall be made in writing, and shall be directed to the employee's present Department Head and referred to the Executive Officer. Such requests shall be given consideration when a suitable vacancy occurs; however, no employee shall be transferred to a position for which they do not possess the minimum qualifications.

#### Section 13. Layoff

- (a) If there are changes of duties in the organization, lack of work or lack of funds, the Executive Officer may lay off employees; however, the Executive Officer shall first make every reasonable effort to retain those employees by transfer. When layoffs are required, the Executive Officer shall base the decision on relative merit, and shall give due consideration to seniority only where the employees' qualifications and ability are relatively equal. Salaried employees not on probation shall be given a minimum of two (2) weeks written notice of their termination from MSD employment.
- (b) Laid-off employees shall have rehire preference for the position within the classification from which they were laid-off for one (1) year following layoff.
- (c) Any employee voluntarily terminating employment shall give a minimum of two (2) weeks written notice of termination.

#### Section 14. Travel Expense

- (a) When employees are required to travel on official business, reimbursement for expenses incurred shall be determined and paid as follows:
  - (1) Travel on official business by a single individual should be via public carrier or MSD-owned vehicle. If the employee is authorized to use a private vehicle, mileage shall be paid at the rate set by Council. This rate includes insurance, but not

storage expense of the vehicle, which is an eligible expense.

- (2) When travel by MSD-owned vehicle or by public carrier is practical, but the employee elects to use his/her own vehicle, the employee shall not be reimbursed.
- (3) Reimbursement for travel and subsistence on official trips outside the metropolitan area by bus, train, or airplane shall only be the amount of actual and reasonable expense incurred during the performance of official duty as an MSD employee for the benefit of MSD. MSD will pay the actual costs of travel and meals or per diem as set by Council. The actual cost of conference registration fees will be paid. The actual costs of accommodations will be paid as well as taxi or bus fare. MSD will not pay for first class air travel unless tourist class is not available. Airline tickets should be ordered and paid for directly by MSD. Advances for anticipated trip costs may be made upon approval of the Executive Officer or his/her designee.

#### Section 15. Employee Organizations and Representation

- (a) Employees of MSD shall have the right to form, to join, and to participate in the activities of labor organizations of their own choosing for the purpose of representation and collective bargaining on matters relating to wages, hours, and working conditions. Employees may form an Employee Advisory Committee to the Executive Officer for the purpose of employee input on matters relating to wages, fringe benefits, working hours, and working conditions. All meetings and communications should be documented and recorded for both parties.

#### Section 16. Political Activity

Nothing contained within these Rules shall affect the right of the employee to hold membership in and to support a political party, to vote as they choose, to privately express their opinions on all political subjects and candidates, to maintain political neutrality, and to attend political meetings. An employee must exercise all due caution in such activities to prevent public misunderstanding of such actions as representing MSD, or to bring discredit to MSD, the Council, Executive Officer or his/her Supervisor.

#### Section 17. Nepotism

- (a) No person shall be employed at MSD in a Division over which another immediate family member exercises line authority. Neither shall a Supervisor be placed in a position whereby the Supervisor must make recommendations

that affect the salary of members of his/her immediate family.

- (b) Nothing in this policy should be construed as to prevent the employment of more than one member of a family at MSD, provided that employment has been based upon merit principles, and a member of the employee's family does not influence selection by the appointing authority.
- (c) No relative shall be employed if such action would constitute a violation of any law of the state of Oregon, or of the United States, or any rule promulgated pursuant thereto with which MSD is required to comply.

ARTICLE III. GENERAL CONDUCT, DISCIPLINE,  
TERMINATION, AND APPEAL

PREAMBLE

Nothing contained in these Personnel Rules precludes a Supervisor from having private discussions with employees. In fact, discipline is often avoided by private conversations between the Supervisor and employee. These discussions may be in the form of oral counseling, instruction and/or reprimand. However, these discussions are not subject to the grievance procedure unless the employee is notified at the time of the discussion that it constitutes an oral, or subsequently written reprimand and may be used against the individual in future disciplinary actions.

If the employee is so notified, the Supervisor involved is to properly record the conversation so as to provide a basis for the employee to pursue the matter through the grievance procedure.

Section 18. Disciplinary Action

- (a) Disciplinary actions or measures shall include only the following: oral or written reprimand, suspension, demotion and discharge from employment. Disciplinary action shall be for just cause and will be subject to the grievance procedure. Oral reprimands will not be used as the basis for subsequent disciplinary action unless the employee is so notified at the time of reprimand, and if notified, the matter will be subject to the grievance procedure. If MSD has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.
- (b) It shall be the duty of all employees to comply with and to assist in carrying into effect the provisions of these Personnel Rules. Except as provided in Section 9 (e) of these Rules, no employee shall be disciplined except for violation of established Rules and regulations, and such discipline shall be in accordance with procedures established by these Personnel Rules.
- (c) Any of the following may constitute grounds for disciplinary action:
  - (1) Abandonment of position;
  - (2) Absence from duty without leave;
  - (3) Abuse of leave privileges;
  - (4) Below standard work performance;

- (5) Discourteous treatment of the public or other employees;
- (6) Intoxication during working hours;
- (7) Fraud in securing appointment or promotion;
- (8) Insubordination;
- (9) Misuse of MSD property, funds, or records;
- (10) Neglect of duty;
- (11) Willful deceit;
- (12) Other acts which are determined to be incompatible with the best interests of MSD.
- (13) Any conviction by a court of law which would be incompatible with the work performed for MSD by the affected employee.

(d) Any of the following types of disciplinary action may be utilized. It is appropriate, though not necessary in every circumstance, that the following steps be taken progressively. Reasons for each disciplinary action should be documented before action is taken unless extenuating circumstances exist.

- (1) Oral Reprimand: Oral Reprimand is notice by a Supervisor to an employee that his/her behavior or performance must be improved. It defines areas where improvement is needed, sets goals, and informs the employee that failure to improve may result in more serious action. The Supervisor should record the date and content of the oral reprimand, and such record shall be placed in the employee's personnel file. This record shall be removed when successful corrective action is completed.
- (2) Written Reprimand: Written reprimand is formal notice by a Supervisor to an employee that his/her performance or behavior must be improved. Written reprimands must be approved by a Department Head. It contains the same elements as the oral reprimand. When appropriate, it should be used in conjunction with a plan for individual improvement. A copy of the written reprimand and plan for individual improvement is placed in the employee's personnel record. This copy shall be removed when successful corrective action is completed.
- (3) Suspension: Suspension without pay should be used when other disciplinary measures have failed or when it is necessary that the employee not remain on duty. Suspensions shall not require advance notice and may be effected immediately. Discharge may be the next step of disciplinary action.
- (4) Demotion: A Demotion may be issued for a period not to exceed six (6) months. At the end of the demotion period, the employee will normally be reinstated to



his/her original classification and pay scale or dismissed. However, upon mutual agreement between the employee affected and the Executive Officer, the demotion may be extended.

- (5) Discharge: Discharge shall require advance notice as provided under Section 18 (g) Where it is deemed necessary that the employee be separated immediately, the notice of discharge may simultaneously provide for suspension under (d) (3) and (f) of this Section.
- (e) The power to demote or discharge is granted solely to the Executive Officer and may not be delegated except in an emergency.
- (f) The Executive Officer or his/her designee shall give an employee whose suspension or demotion is sought written notice in person or by mailing to the employee's last known address of the proposed action stating any and all reasons, specifically and in detail, for the proposed action. The notice becomes a permanent part of the employee's personnel record. Notice of suspension may be made after the suspension is effected where it is deemed necessary that the employee be separated immediately. The employee shall have three (3) working days for answering the notice of proposed suspension or demotion and for furnishing written support of his/her answer. The employee is entitled to answer the notice personally or in writing, or both. The right to answer personally includes the right to answer orally in person by being given a reasonable opportunity to make any representations which the employee believes might affect the final decision, but does not include the right to a formal hearing with examination of witnesses. When the employee requests an opportunity to answer personally, the Executive Officer shall appoint a representative or representatives to hear his/her answer. The representative or representatives designated to hear the answer shall have authority to recommend what final decision should be made and the Executive Officer shall consider such recommendations. The Executive Officer shall give a written decision on the answer within two (2) work days. The written answer and decision become a permanent part of the employee's personnel record. The above procedures shall apply even when an employee has been suspended prior to the beginning of the three (3) day answering period.
- (g) Except as provided in Section 9 (e) of these Rules, the Executive Officer shall give an employee whose discharge is sought at least fourteen (14) days written notice in person or by mailing to the employee's last known address of:

1. The proposed discharge;

2. Any and all reasons, specifically and in detail, for the proposed discharge; and
3. The employee's right to file a grievance pursuant to Section 19 of these Rules.

This notice becomes a permanent part of the employee's personnel record. The employee shall notify the Executive Officer within seven (7) working days of the receipt of the notice of discharge that he/she desires a grievance hearing by filing with the Executive Officer a written Answer and Request for a grievance hearing. The Answer shall set forth the employee's reasons for contesting the proposed discharge, with such offer of proof and pertinent documents as he/she is able to submit. In the absence of a timely Answer and Request for Hearing, discharge may be effected without further notice or hearing. The Executive Officer may reply in writing within three (3) working days following receipt of an Answer and Request for Hearing. An extension of time may be mutually agreed upon.

- (h) Employees who are affected by a disciplinary action may initiate a grievance under the provisions of Section 19 of these Rules.
- (i) Employees may, at their expense, be represented by an attorney or otherwise, in answering to a notice of suspension, demotion or discharge.

#### Section 19. Grievance Procedure

- (a) The Executive Officer shall promptly consider and equitably adjust employee grievances; however, informal adjustment of grievances between supervisors and employees is encouraged. Grievances may be submitted by any employee or group of employees.
- (b) The following steps shall be followed in submitting and processing a grievance:
  - (1) Step 1: The aggrieved employee or group of employees shall orally present the grievance to the immediate Supervisor within fifteen (15) working days of the employee's awareness of its occurrence. The fifteen (15) day filing period may be extended upon approval of the Manager of Personnel. The Supervisor shall give his/her reply within five (5) working days of the date of presentation of the grievance, not including the date of presentation.
  - (2) Step 2: If the grievance is not settled in Step 1, then it shall be submitted in writing dated and signed by the aggrieved employee or group of employees to the Department Director within five (5)

working days after the immediate Supervisor's oral reply is given, not including the day the reply is given. The Director shall reply in writing to the grievance within five (5) working days of the date of the presentation of the written grievance, not including the day of its presentation. If the Department Director is the immediate Supervisor, Step 2 should be eliminated.

- (3) Step 3: If the grievance is not settled in Step 2, it shall be submitted in writing by the aggrieved employee or group of employees to the Personnel Manager within five (5) working days after the Department Director's reply is given. The Personnel Manager shall reply in writing within five (5) working days of the date of presentation of the grievance, not including the day of presentation.
- (4) Step 4: If the grievance is not settled in Step 3, then it shall be submitted in writing by the aggrieved employee or group of employees to the Executive Officer within five (5) working days after the Manager of Personnel's written reply is given, not including the day such reply is given. The Executive Officer shall render a decision in writing within five (5) working days of the date of presentation of the written grievance, not including the day of its presentation. The Executive Officer may conduct evidentiary hearing before rendering a decision. If so, such hearing shall be conducted within five (5) working days of the date of presentation of the grievance, and a written decision shall be rendered with five (5) working days of the hearing. The decision of the Executive Officer shall be final and binding on the employee or group of employees.
- (c) Any grievance not taken to the next Step within five (5) working days after receipt of a decision from the previous Step shall constitute acceptance by the employee or group of employees of the last reply and the grievance shall be considered settled.
- (d) If the appropriate course of action fails to meet or to answer any grievance within the time limits prescribed for such action by this Section, such grievance shall automatically advance to the next Step.
- (e) The time limits prescribed in this Section for the initiation and completion of the Steps of the grievance procedure may be extended by mutual consent of the parties involved. Likewise, any Step in the grievance procedure may be eliminated by mutual consent. Mutual consent shall be indicated in writing and shall be signed by all parties



involved. Time limits may be extended unilaterally one (1) time by each party for five (5) days in cases of documented emergencies.

- (f) No employee or group of employees shall be disciplined or discriminated against in any way because of the employee's proper use of the grievance procedure.
- (g) In cases of suspension, demotion or discharge resulting in loss of pay or benefits, which action is subsequently reversed through the grievance procedure, said loss shall be reimbursed by MSD following the successful grievance action and notices of such suspension, demotion or discharge shall be purged from the employee's personnel file.

## ARTICLE IV. CLASSIFICATION PLAN

### Section 20. Position Classification Plan

- (a) A Position Classification Plan covering Regular, Regular Part-Time, and Temporary Employees shall be adopted, and may be amended by the Council.
- (b) The Classification Plan shall consist of staff positions in the (MSD) defined by class specifications, and identified by the class titles. The Classification Plan shall be developed and maintained so that all positions substantially similar with respect to duties, responsibilities, authority, and character or work are included within the same class, and that the same schedules of compensation may be made to apply with equity under like working conditions to all positions in the same class.
- (c) Copies of the Classification Plan shall be posted in all general work locations and shall also be made accessible to employees by distribution to all Department Directors, the Chairman of the Employees Association, and the Personnel Office.

### Section 21. Titles and Specifications

- (a) The Position Classification Plan shall include titles for the various classes or positions as a guide toward equal pay for equal work. Job titles shall refer to a particular position, not to the individual filling a particular position, and shall be used in all personnel, budget, and financial records.
- (b) Each position shall be allocated to an appropriate class on the basis of the duties and responsibilities of the position.
- (c) The Classification Plan shall be supplemented by a Class Specification Sheet containing the description title, education or training required, and types of duties to be performed.

### Section 22. Reclassification

- (a) Positions may be reclassified by the Executive Officer whenever the duties of the positions change materially, provided the reclassification can be accomplished within the limitations of the current budget.
- (b) Reclassification of a position shall not be used as a substitute for disciplinary action or to avoid restrictions concerning compensation.

### Section 23. New Positions

- (a) The Executive Officer shall be responsible for keeping the Classification Plan current through periodic studies of the positions within the organizational structure of MSD. New positions must be approved by the Council, except that the Executive Officer may create new temporary, intern, work-study and CETA positions subject to budgetary constraints.

### Section 24. New or Reclassified Positions

Whenever a Department Head wishes to create a new position or reclassify an existing position, he/she shall make recommendation to the Executive Officer on forms provided. Upon approval of the Executive Officer and the Council of the creation of the class or position, the Executive Officer shall allocate the position accordingly.

### Section 25. Effect on Incumbents of Positions Being Reclassified

- (a) If an occupied position is reclassified, the incumbent shall be promoted, reduced or transferred to the new class in accordance with regular recruitment and selection procedures, except as indicated below.
- (b) The Executive Officer may grant status to a qualified incumbent directly upon reclassification of the position only:
  - (1) As part of a general reclassification affecting the entire organization in whole or part, or
  - (2) When the reclassification represents a transfer in relation to the former classification and no additional or different education, experience or professional or technical qualification are present in the minimum qualifications requirements for the class to which the position is reclassified, or
  - (3) When an entire class and all of its incumbents are being reclassified, involving the abolition of the former class and merger with a new class, or
  - (4) When a reclassified position is reallocated upward, and when there is a clear showing that the duties of the position have gradually evolved without any purpose on the part of anyone to evade these Rules provided that the incumbent has occupied the position for at least one (1) year and the reallocation is between classes within the same occupational group.
  - (5) Should a permanent incumbent of a position that has

been reallocated upward not qualify for the new class, upon continuing approval of the appointing authority, the incumbent may remain in the position as an underfill in the new class.

- (6) When a position is reallocated downward, upon continuing approval of the appointing authority, a permanent incumbent may remain in the position in his/her former class by overfilling for a period not to exceed six (6) months from the effective date of the reallocation. If, at the expiration of the six (6) month period, the incumbent still remains in the position, the employee, at his/her option, shall either take a reduction to the new class, without loss of current salary, or be laid off.

## ARTICLE V. PAY PLAN AND COMPENSATION

### Section 26. Pay Plan

- (a) The Executive Officer shall prepare a Compensation Plan for regular, regular part-time, and temporary employees which shall prescribe a minimum and a maximum range of pay appropriate for each class. Said Plan shall be approved by the Council. Each class specification shall identify its exempt status relating to overtime compensation.
- (b) The rate or range for each class shall equitably reflect the difference in duties and responsibilities, and shall be related to compensation for comparable positions within the same job market.
- (c) The Compensation Plan shall be made accessible to employees by distribution to all Department Directors, Chairman of the Employees Association, and to the Personnel Office.

### Section 27. Analysis of Pay Plan

The Executive Officer shall study MSD employee compensation at least once annually. Said study may cover such items as changes in Consumer Price Index, and salaries and benefits received by employees in the labor market. The Executive Officer will report the findings of said study at least once annually to the Council with recommended actions.

### Section 28. Appointee Compensation

Upon initial appointment to a position the employee should receive the entry level salary for the class to which the position is allocated. Appointment at the entry level should be the rule, with appointments above that level being the exception for outstanding qualifications and experience, and subject to approval of the Executive Officer.

### Section 29. Overtime Compensation

- (a) Overtime may be allowed, and overtime compensation shall be paid, both pursuant to ORS 279.340 and 279.342, and pursuant to this Section. Compensation for overtime shall be paid only to employees who are not exempted from the provision of ORS 279.340 by ORS 279.342.
- (b) Department and Division Heads shall assign to each employee regular work duties and responsibilities which normally can be accomplished within the established workday and workweek. No overtime for non-exempt employees can be worked without the approval of the Department Head or his/her designee.

- (c) All exempt personnel shall be eligible for time off from normal working hours as dictated by individual workloads.

### Section 30. Salary Administration

- (a) MSD employees shall be paid according to the Compensation Plan adopted by the Council. Adjustments to the Compensation Plan and/or administrative procedures may be made upon recommendation of the Executive Officer and approval by the Council.
- (b) Employees shall be paid bi-weekly or monthly with a mid-month draw.
- (c) Pay day shall occur bi-weekly or semi-monthly. In the event the normal pay day falls on a holiday, pay day shall occur the day before the holiday. If the normal pay day falls on a Saturday or a Sunday, pay day shall be the prior Friday.
- (d) Payroll deductions will be made for income tax withholding, workers' compensation insurance and employee contributions to employee benefits, and may be made for the United Good Neighbor's Fund, payments to the Employee's Credit Union and other agencies as approved by the Executive Officer at the request of the employee.
- (e) Time sheets shall be kept by each employee consistent with (b) above.
- (f) Employees promoted to a class having a higher salary range shall be appointed at the beginning Step or receive an adjustment of 5 percent more than their present salary, whichever is greater.
- (g) The Compensation Plan adopted by the Council shall contain administrative procedures and shall be considered as supplemental to these Rules. See Appendix "B" for regular employee Compensation Plan, and Appendix "A" for Temporary Employment Program.



## ARTICLE VI. EMPLOYEE BENEFITS

### Section 31. Designated and Floating Holidays

- (a) Regular and regular part-time employees of MSD shall be entitled to the designated holidays listed below with pay. Temporary employees shall receive pay for holidays as provided in Appendix "A".
- (1) New Years Day;
  - (2) Washington's Birthday;
  - (3) Memorial Day;
  - (4) Independence Day;
  - (5) Labor Day;
  - (6) Veterans Day;
  - (7) Thanksgiving Day;
  - (8) Christmas Day;
  - (9) Two floating holidays are allowed each fiscal year on days of each employee's choice, subject to schedule approval of the Supervisor. Employees hired after January 1 of each fiscal year shall be entitled to one such holiday in that fiscal year. For purposes of this Section, a floating holiday is any day chosen by the employee and approved by the Supervisor which would otherwise be a regular scheduled work day.
- (b) If any such holiday falls on a Sunday, the following Monday shall be given as that holiday. If any such holiday falls on a Saturday, the preceding Friday shall be given as a holiday.
- (c) Holidays which occur during vacation or sick leave shall not be charged against such leave.
- (d) Additional days designated by the Congress of the United States or by the Governor of Oregon as legal holidays shall be observed by MSD.
- (e) A Regular or regular part-time employee who is required to work on a recognized holiday shall be allowed compensatory time off computed at the rate of one and one-half times their time worked. Said time off shall be scheduled by the Department Head or his/her designee to be taken within sixty (60) days from the point in time originally worked. Department Head requests shall be approved by his/her Supervisor.

### Section 32. Vacation

- (a) Subject to the provision on probation, all regular and regular part-time employees shall be granted annual vacation leave with pay.

- (b) Regular and regular part-time employees who have been with MSD for more than six (6) consecutive months, but less than twelve (12) consecutive months, may be granted accrued vacation leave by approval of the Department Head or his/her designee. Department Head vacations shall be approved by the Executive Officer. Special consideration of vacation needs of employees can be considered by the Department Head or the Executive Officer upon request.
- (c) Employees may accumulate up to the number of vacation days earned in one (1) year, and with the approval of the Executive Officer, may accumulate additional days from one (1) additional year of continuous service. Consistent with the workload of an employee's Department, up to two (2) years of such accrued vacation may be taken consecutively.
- (d) Department Heads or their designees shall schedule vacation for their respective staff with due consideration for seniority, the desires of the staff and for the work requirements facing the Department. Vacation schedules may be amended to allow the Department to meet emergency situations.
- (e) Any regular, regular part-time, or temporary full-time employee who resigns, retires, or is laid off, or discharged from employment from MSD shall be entitled to immediate lump sum payment for accrued and unused vacation at his/her existing salary rate provided that separation occurs after the initial probationary period has been served.
- (f) Vacation benefits for temporary employees are as provided under the Temporary Employee Program, Appendix "A."

### Section 33. Vacation Credit and Accrual Rate

#### Regular and Regular Part-Time Employees

The vacation credit and accrual schedules are as follows:

Total Years of Continuous Service	Monthly Accrual Rate	Equivalent Annual Days
Date of Hire through 3	6.67 hours	10 days
4 through 9	10 hours	15 days
9 plus years	13.28 hours	20 days

The above schedule may vary from MSD contracts with Employee Unions, in which case the contract provisions shall apply to union employees.

Regular part-time employees shall accrue vacation under the above schedule at a rate proportionate to the time worked per week.



#### Section 34. Sick Leave

- (a) Regular employees shall earn sick leave with full pay at a rate of four (4) hours per bi-weekly or semi-monthly payroll period; and, shall not be accumulated in excess of 520 hours.
- (b) Regular part-time employees shall earn sick leave with pay proportionate to the amount of time worked at a rate of four (4) hours per bi-weekly or semi-monthly pay period; and, shall not be accumulated in excess of 260 hours.
- (c) Sick leave for temporary employees is provided under the Temporary Employee Program Appendix "A."
- (d) Employees are eligible for sick leave for the following reasons:
  - (1) Personal illness or physical disability;
  - (2) Illness in the immediate family requiring the employee to remain at home.
- (e) Sick leave shall be charged as follows:
  - (1) Employees working a regular workweek shall be charged leave on the basis of one (1) day sick leave for each duty day absent; except when such absence is the result of quarantine, in which case no charge shall be made;
  - (2) Not less than one (1) hour of sick leave may be charged for any portion of workday missed due to sickness.
- (f) Abuse of the sick leave privilege shall be cause for disciplinary action. An employee who is unable to report to work because of any of the reasons set forth in Section 34 (d) above shall report the reason for his/her absence to the Supervisor. Sick leave with pay may not be allowed unless such report has been made. Absence with pay beyond three (3) days may be required by the Supervisor to be supported by a physician's statement attesting to the illness.

#### Section 35. Leave of Absence Without Pay

- (a) Disability Leave: Upon application, supported by a statement of the physician, a leave of absence will be granted without pay for a period not to exceed six (6) months in cases of the physical disability of a regular or regular part-time employee. Any employee requesting such leave shall file such request in writing with the Department Head and attach thereto a statement of the

attending physician. Such statement must indicate that the duration of leave requested is necessary for recovery from the disability.

Such disabled employee, upon ceasing work, may use such vacation and sick leave as he/she may have earned, except that such vacation must have been regularly available to him/her during the calendar year, and the sick leave shall not exceed the amount which has been earned up to the time the leave of absence begins. The leave of absence without pay shall commence immediately upon completion of the vacation and sick leave.

During the first three (3) months of disability leave, MSD shall continue to provide health, dental, life insurance, accidental death and dismemberment and long-term disability benefits, to the same extent provided other employees, and shall pay all appropriate premiums therefore. If the leave extends beyond three (3) months, the employee may elect to continue such benefits for up to six (6) months from the date the leave began and, upon such election, the gross premiums for such extended coverage shall be paid by the employee. Such extension of coverage beyond the three (3) months shall be subject to any restrictions in each applicable benefit policy or plan.

- (b) Maternity Leave: All provisions in Section 35 (a) above relating to disability leave shall apply equally to regular and regular part-time employees who are disabled for reasons of pregnancy.
- (c) Other Than Maternity or Disability Leave: All regular and regular part-time employees may be granted leave of absence without pay and employee benefits for a period not to exceed six (6) months provided such leave can be scheduled without adversely affecting the operations of MSD. Such leave may be extended once up to an additional six (6) months.

Requests for leave of absence without pay shall be in writing, shall be directed to the Department Head and shall contain reasonable justification for approval. Requests of ten (10) days or more shall require the approval of the Executive Officer or his/her designee. The employee may elect to continue employee benefits, and upon such election, premiums for such extended coverage shall be paid by the employee.

#### Section 36. Leave of Absence with Pay

Regular and regular part-time employees may request leave of absence with pay for the purposes specified in this Section. Each request shall be considered by the Department Head on its merits and on the basis of the guidelines provided in this

Section, all subject to review by the Executive Officer.

- (a) Compassionate Leave: In the event of a death in the employee's immediate family, an employee may be granted leave of absence with pay not to exceed three (3) working days. Time not worked because of such absence shall not affect accrual of vacation or sick leave.
- (b) Funeral Participation: When an employee participates in a funeral ceremony, he/she may be granted one-half (1/2) day off to perform such duty. Time not worked because of such absence shall not affect accrual of vacation or sick leave.
- (c) Witness or Jury Duty: When an MSD employee is called for jury duty, or is subpoenaed as a witness, he/she shall not suffer any loss of his/her regular compensation during such absence; however, the amount of compensation an employee receives for such duty shall be deducted from his/her monthly gross salary. Time not worked because of such duty shall not affect accrual of vacation and sick leave.
- (d) Military Leave: An employee who has successfully completed the probationary period and who is a member of the National Guard, or of a reserve component of the Armed Forces of the United States, or of the United States Public Health Service, shall be entitled, upon application, to a leave of absence for a period not exceeding fourteen (14) calendar days in any one (1) calendar year. Such leave shall be granted without loss of time, or other leave, and without impairment of merit ratings or other rights or benefits to which he/she is entitled. Military leave shall be granted only when an employee receives bona fide orders to temporary active or training duty, and shall not be paid if the employee does not return to his/her position immediately following the expiration of the period for which he/she was ordered to duty.
- (e) Conferences and Conventions: Decisions concerning attendance at conferences, conventions, or other meetings at MSD's expense shall be authorized by the Department Head, subject to review by the Executive Officer. Permission shall be granted on the basis of an employee's participation in or the direct relation of his/her work to the subject matter of the meeting. Members of professional societies may be permitted to attend meetings of their society when such attendance is considered to be in the best interests of MSD. MSD shall pay for professional or trade memberships for employees when deemed appropriate by the Executive Officer or his/her designee.

#### Section 37. Education Opportunities

- (a) All regular, regular part-time, and temporary full-time

employees are encouraged to pursue educational opportunities which are directly related to the employee's work, as well as any other opportunities which will add to the employee's education and/or skill level.

- (b) Employees who register for courses which are adjudged to be of direct and significant benefit to MSD may receive some reimbursement for expenses incurred by the employee while taking approved courses.
- (c) Approval of courses for which an employee may receive some reimbursement, and the type and amount of reimbursement, shall be made by the Executive Officer or designee on an individual basis subject to budget limitations.
- (d) Normally the cost of textbooks and technical publications required for such courses shall be the responsibility of the employee. If MSD purchases any of the textbooks and publications for such courses, said textbooks and publications shall become the property of MSD.

#### Section 38. Workers' Compensation Insurance

- (a) All employees are covered for medical expenses and disability benefits for injuries or illness resulting from employment. An injury or illness sustained on the job must be immediately reported. The appropriate accident report form must be completed and sent to the State Industrial Accident Fund of the State of Oregon.
- (b) Payment of medical expenses and lost time disability benefits is determined by the insurance carrier, State Accident Insurance Fund, on the basis of the doctor's statement and the Workers' Compensation Insurance schedule of the State of Oregon.
- (c) The cost of Workers' Compensation Insurance is paid by MSD with the exception of the employee contribution mandated by the Workers' Compensation Law of the State of Oregon.

#### Section 39. Insurances

All regular and regular part-time employees receive health, life, disability, vision and dental insurance, and are members of one of MSD's retirement plans. Continuous service as defined in these Rules shall apply in determining length of service for purposes of an employee's retirement plan, except as otherwise required by each such plan.

Full-time temporary employees shall be provided benefits as described in the Temporary Employment Program, Appendix "A."

## ARTICLE VII. ORIENTATION

### Section 40. Orientation

All new employees shall be provided with a copy of the Personnel Rules and the agency shall periodically provide them with orientation sessions.

## ARTICLE VIII. EXEMPTIONS

### Section 41. General

Notwithstanding any provision of these Rules, certain employees shall be exempt and shall not be subject to the following portions of these rules:

1. Article II, Section 8 (Appointment), Section 9 (Probationary Period), and Section 13 (Layoff)
2. Article III, (General Conduct, Discipline, Termination, and Appeal)
3. Article IV (Classification Plan)
4. Article V (Pay Plan and Compensation)

### Section 42. Positions Exempt

The exemptions designated in Section 41 herein shall apply to the following positions:

1. Executive Aide to the Executive Officer (1)
2. Administrative Aide to the Executive Officer (1)

### Section 43. Conditions of Exemptions

Notwithstanding exemptions provided herein from Articles IV and V of these Rules, employees in exempt positions numbers 1 and 2 shall receive such salaries or compensation as may be determined by the Executive Officer, limited however, to budgeted funds allocated to the Executive Management Department for personnel designated in Section 42 of these Rules.

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## TEMPORARY EMPLOYMENT PROGRAM

### Preamble

In order to establish a consistent, equitable program for temporary employees; and to overcome dissimilarities of temporary employment provisions between the former CRAG and MSD agencies before merger in January 1979, the following Temporary Employment Program provisions shall apply.

### Definition: Temporary Employee

Any employee hired under the Temporary Employment Program to perform a specific task or to participate in a series of specific projects for a period not to exceed 2,080 hours over an eighteen (18) month period. This definition excludes interns, CETA, and Work Study students.

### Status of Temporary Employees

Temporary employment will be expected to terminate upon completion of the task or project. No commitments will be made by MSD to retain the employee past the termination date of the project in question. The term of employment in any case may not exceed twelve (12) months without approval of the Executive Officer who may grant up to a six (6) month extension provided, however, accrued hours shall not exceed 2,080 over an eighteen (18) month period. Continuation of employment beyond said point may only occur upon appointment to a regular position authorized under a currently approved budget.

### Benefits

Benefits required by law such as Workers' Compensation and Social Security will be paid for all temporary employees. No additional benefits will be paid to temporary employees working less than a regular forty (40) hour week except for designated holidays as provided for regular employees in the Personnel Rules. If a designated holiday occurs on the employee's work day, then the employee will be compensated for that day on the basis of the number of hours normally worked. Should a temporary employee be required to work on a designated holiday, the employee shall be allowed time off computed at the overtime rate of one and one-half (1-1/2) times the hourly rate for time actually worked.

Two (2) floating holidays a year shall be provided temporary employees working a forty (40) hour week who have completed a minimum of six (6) months of full-time continuous service. Six (6) months of full-time continuous service for each floating holiday shall be prerequisite to earning such a floating holiday.

#### Benefit Guidelines

Benefits, in addition to those required by law, will be paid to temporary employees working a forty (40) hour week on the following scale depending on length of employment. Time spent in previous temporary part-time positions (less than forty (40) hours per week) may not be counted in accumulating employment time.

A. Under three (3) months:

Regular paid designated holidays as described under above Benefits.

B. Over three (3) months:

1. Regular paid designated holidays as described in "A" above.
2. Sick leave at the same rate as for regular employees with accrual starting with the fourth (4th) month.

C. Over six (6) months:

1. Regular paid designated holidays as provided in "A" above.
2. Sick leave as provided in "B" (2) above.
3. Vacation and floating holidays, after six (6) months employment, at the same rate as for regular employees with accrual starting with the seventh (7th) month.
4. Health benefits at the same level as regular employees, but limited to the employee only.

#### Other Considerations

A temporary employee working forty (40) hours per week will be allowed to compete for regular positions on a preferred basis along with other regular employees. If hired into a regular position, employment time spent in previous full-time temporary positions may be counted toward the accumulation of vacation and personal holiday time.



## Implementation

These guidelines become effective on July 1, 1979. Time spent in temporary positions of forty (40) hours per week prior to this date will be counted in qualifying for benefits by a full-time temporary employee, but with accrual starting on July 1, 1979, except that vacation and personal holiday benefits shall accrue based upon time worked including service preceding July 1, 1979. Prior service shall also be counted towards the work in the Temporary Employment Program. A termination date will be set for each temporary employee on the payroll as of July 1 of each year provided, however, that initially the Executive Officer shall have until September 30, 1979 to determine termination dates and identification of which temporary positions are to be converted over to regular positions.

## Application of Other Personnel Rules

All other Personnel Rules including the pay and classification procedures will apply to temporary employees.

## Classification

In order to reduce the number of special titles and the possibility of confusion between regular and temporary staff, the following temporary classes are created. The Staff Assistant I and II classes provide for a career ladder which recognizes growth and skill development and increased value to MSD. The Extra Help class provides the Executive Officer with flexibility to deal with unanticipated and/or special needs.

### STAFF ASSISTANT I

Definition: Entry level staff assignments to assist regular staff in research; statistical compilations; organization of data for development of reports; perform various office related duties.

Qualifications: One (1) year of college level education or comparable work experience.

### STAFF ASSISTANT II

Definition: Same as Staff Assistant I, but with broader responsibilities and operates under less supervision.

Qualifications: 1,500 hours of work experience as a Staff Assistant I, and a total of eighteen (18) months of college level education.

### EXTRA HELP

Definition: A general work assignment which may be

skilled or unskilled, designed to provide office, clerical and related duties in assisting professional and office staff in specific projects.

Qualifications: Some general office, research, or related work experience; education can be substituted; generally the skills, knowledge, and ability of the individual are related to the work assignment to be performed.

#### Salary Plan

	<u>Entry Step</u>	<u>Growth Step</u>	<u>Merit Step I</u>	<u>Merit Step II</u>
Staff Assistant I	4.28 5% (3 mos.)	4.49 5% (6 mos.)	4.71 5% (6 mos.)	4.95
Staff Assistant II			5.40 5% (6 mos.)	5.67
	<u>Salary Range</u>			
Extra Help*	4.29			10.80

#### General Salary Administration Policy

Hiring: All persons should be hired at the Entry Step of the Staff Assistant I level. Exceptions approved by the Executive Officer may be made allowing hiring at the Growth Step.

Promotion: Eligibility for promotion to Staff Assistant II level shall be when said employee has served in the capacity of Staff Assistant I for a minimum of 1,500 hours. Said promotion shall be based on: 1) growth in skills, knowledge and abilities, 2) growth in work assignments, 3) upon recommendation of Department Director and approval of Director of Management Services.

#### Administration Policy for Salary Increase

Growth Step: Completion of the equivalent of three (3)

\*Salary set on basis of individual qualifications; work assignment; past salary earning capacity; present salaries being paid to other Extra Help performing similar duties or full-time staff performing same duties and having equal qualifications. Six (6) month evaluations are required together with review and adjustment of salary to maintain consistency with above criteria and related considerations. The intent of the required six (6) month reviews is to assure that the "temporary" status of the employee is being maintained.

Administration Policy for Salary Increase (continued)

months of full-time, satisfactory service at the Entry Step, unless the Department Director recommends that the increase be withheld, but not for more than one (1) month.

Merit Step I: Completion of the equivalent of six (6) months of full-time, satisfactory service at the Growth Step, upon recommendation by the Department Director, with a performance evaluation submitted to the Manager of Personnel and Support Services for approval.

Merit Step II: Completion of the equivalent of 1,500 hours of full-time, satisfactory service at Merit Step I, upon recommendation of the Department Director, with a performance evaluation submitted to the Manager of Personnel and Support Services for approval.

NOTE: Use same procedure as above for the Staff Assistant II Merit Step increases using "six (6) months with evaluation."

If an employee in any of these categories works on an assignment that is also being performed by a CETA employee their salary rates should be equalized.

Evaluation Process

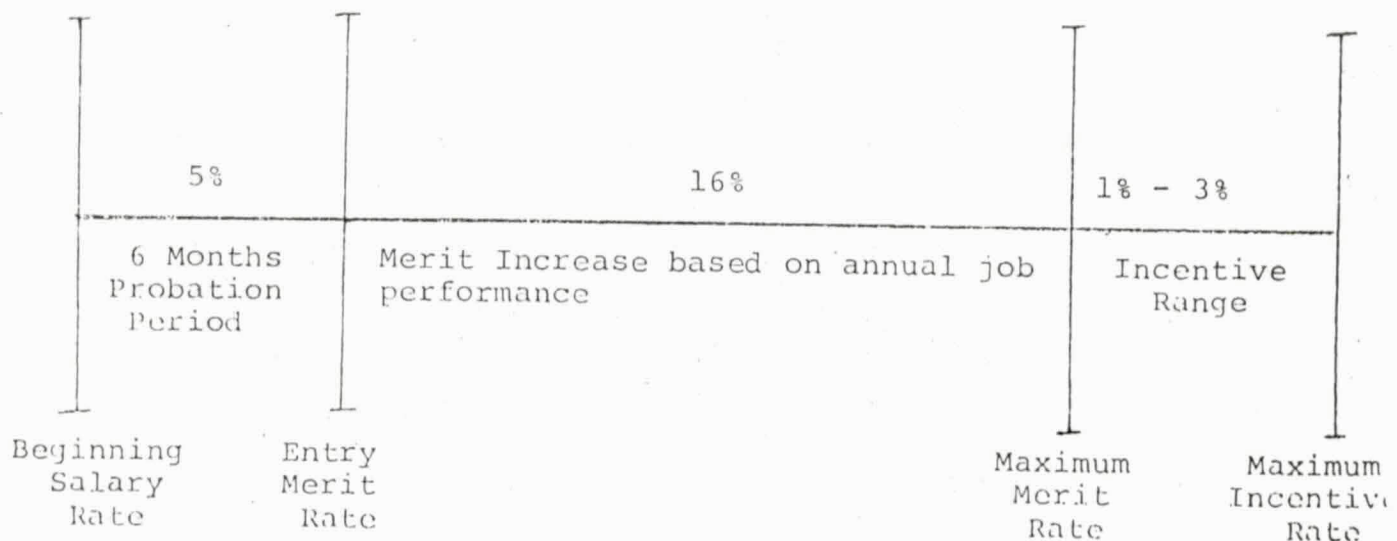
Use the present form for evaluation; place forms in personnel file; use form for evaluation if and when employee is considered for full-time employment. Evaluation may be made as deemed appropriate by Department Heads and/or the Executive Officer.

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SALARY PLAN AND ADMINISTRATIVE GUIDELINES

This salary plan is designed to allow an employee the opportunity for growth and adjustment to a new position, and to earn salary increases on a planned basis. In addition, taking into account the differences in individual growth and development of employees, this salary plan also provides for flexibility in earning salary increases. The combination approach allows for employees to become adjusted to a new position without emphasis on performance; however, after six months, it is expected that the employee has adjusted to the new position, and is capable of earning salary increases based on performance.

Salary Range:



All salary increase actions require the Supervisor's recommendation, and the approval of both the appointing authority and Personnel Manager prior to providing said increase to the employee.

## ADMINISTRATIVE PROCEDURES

- . Employees hired or promoted to the beginning Step of a salary range receive a normal growth salary increase of five (5) percent in six (6) months of continuous service to the entry merit range.
- . The Normal Growth Step increase of 5% to the entry merit range is initiated by Personnel on the appropriate dates unless an appointing authority provides Personnel with a negative performance evaluation and a request to temporarily withhold said increase, but for no longer than sixty (60) days. This does not absolve the appointing authority from performing an evaluation at the point the employee reaches the entry merit range.
- . After an employee has reached the entry merit range, he/she is eligible for salary increases in one (1) percent increments up to and including the maximum salary shown for the assigned salary range. Criteria for providing the increases are on the following pages.
- . The Incentive Salary Rate of one (1) percent to three (3) percent is to be administered by the Executive Officer in conjunction with the Personnel Manager and the appropriate Department Head. This salary is deemed to be used in terms of rewarding outstanding employees and/or to assist in retaining employees.
- . All merit increases have to be authorized and approved by the appointing authority and reviewed by the Personnel Manager prior to implementation.
- . The normal growth salary increases (except as noted in the second paragraph of this section) and the merit and incentive increases must be submitted to Personnel with an employee evaluation form.
- . The Maximum Merit Rate is considered the rate which is set annually by the Council according to agency salary policies relating to comparable and competitive rates of pay found in the labor market for similar work, and which rate reflects the impact of the cost-of-living for the Portland metropolitan area. When the Maximum Merit Range rate is adjusted, the entire salary range must be adjusted and the individual's salary should be adjusted by the same rate. This adjustment will maintain the internal balance between salary ranges for each class and maintain the employee's salary within the assigned salary scale.



Beginning Step, but promoted employees may have to be assigned a salary within the appropriate category in line with MSD Personnel Rules and policies.

Criteria to be considered in recommending and granting merit salary increases should include but not be limited to:

- . Length of service
- . Competency
- . Growth in handling job responsibilities
- . Attitude
- . Specific actions toward self-improvement
- . Recognition of excellence
- . Productivity increases of tangible quantities and qualities
- . Creative and innovative contributions
- . Cost and budgetary savings realized

This criteria shall apply to salary increases given in the merit range of the Salary Schedule. The Personnel Manager shall review the Supervisor's and appointing authority's merit salary increase actions, and shall assure that the above criteria are essentially met in whole or in part, that there is consistency as to application of the merit increase concept, that there is availability of funds, and that the following points are applied:

- . Employees who are just performing their work as assigned should not be granted merit salary increases
- . Employees who are showing progressive and continual growth are eligible to receive no more than a three (3) percent merit salary increase at the time that they are evaluated
- . Employees performing at an exceptional and outstanding level are eligible to receive no more than an eight (8) percent merit salary increase at the time that they are evaluated
- . Employees will be considered for merit increases upon the anniversary date on which they reached the entry merit rate.

The Executive Officer, upon request by the appointing authority and supported with proper documentation of all relevant issues, may reduce an employee's merit salary. Such decrease cannot go below the entry merit rate. All such reductions shall be subject to the Grievance Procedure.



MANAGEMENT OF INCENTIVE RANGE

The Incentive Range of three (3) percent should be managed exclusively by the Executive Officer. Request for incentive increases by appointing authorities should be sent directly to the Executive Officer.

The major use of this part of the salary plan should be for outstanding performance, retention and/or assignment of an additional project of agencywide importance. Other reasons as deemed appropriate by the Executive Officer can be applied. This increase is considered to be for no longer than one year. The Personnel Manager shall assist the Executive Officer with the implementation and management of this provision.

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ORDINANCE NO. 79-73

TITLE PROVIDING PERSONNEL REGULATIONS  
FOR THE MSD AND REPEALING INTERIM  
PERSONNEL RULES ADOPTED PURSUANT TO  
RESOLUTION NO. 79-2

DATE INTRODUCED 7/26/79

FIRST READING 7/26/79

SECOND READING 8/9/79

DATE ADOPTED 8/9/79

DATE EFFECTIVE 8/9/79

ROLLCALL

	Yes	No	Abst.
Burton	X		
Stuhr	X		
Williams	X		
Berkman		X	
Kirkpatrick	X		
Deines			
Rhodes	X		
Schedeen	X		
Miller	X		
Banzer		X	
Peterson	X		
Kafoury			