
2018-2022



AGREEMENT

between

Multnomah County, Oregon

and

Multnomah County Employees Union

Local 88-5, AFSCME AFL-CIO

(Dentists Unit)



2018-2022

**AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
MULTNOMAH COUNTY EMPLOYEES UNION
LOCAL 88-5, AFSCME, AFL-CIO
(Dentists Unit)**



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1 **2018-2022**

2 **AGREEMENT**

3 **Between**

4 **MULTNOMAH COUNTY, OREGON**

5 **And**

6 **MULTNOMAH COUNTY EMPLOYEES UNION**

7 **LOCAL 88-5, AFSCME, AFL-CIO**

8 **(Dentists Unit)**

9
10
11
12 **ARTICLE 1**

13 **PREAMBLE**

14
15 This Agreement is entered into by Multnomah County, Oregon, hereinafter referred
16 to as the County, and Local 88-5 Dentists Classification, of the American Federation of
17 State County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

18 The purpose of this Agreement is to set forth those matters pertaining to rates of
19 pay, fringe benefits and other matters pertaining to employment consistent with the
20 requirements of ORS 243.650(7)(a - g) as is consistent with the County's and Union's
21 mutual objective of providing ever-improved efficient, effective, and courteous services to
22 the public of Multnomah County.

23 Except as otherwise required by law, regulations, or grant provisions, the parties
24 agree as follows.

ARTICLE 2
RECOGNITION

I. Definition of Unit

The County recognizes Local 88-5 (Dentist Classification), AFSCME, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative for the purpose of establishing salaries, hours and conditions of employment. The bargaining unit shall be defined as including all employees in the County's Dentist classification employed in the Health Department, excluding supervisors, confidential employees, on-call employees and temporary employees.

II. Temporary List

The County shall, on a quarterly basis, provide the Union with a list of temporary Health Department Dentists setting forth their rate of pay duration of employment and such other relevant information as may be reasonably obtained from the County's personnel database.

III. Certification of Union Officers

The President of Local 88, or their constitutional successor, shall provide the County with written certification of the current Union officers and staff responsible for contract administration.

IV. Certification of County Designee

The County Labor Relations Director or designee will provide to the President and/or Business Agent of Local 88 written certification of current designees responsible for Local 88-5 contract administration.

ARTICLE 3
DEFINITIONS

I. Full-Time Employee:

An employee regularly scheduled to work at least 32 hours per week or .8 FTE, or an employee regularly scheduled to work at least 30 or more hours per week or .75 FTE, if on a 10 hour per day schedule.

II. FTE, or Full-Time Equivalency:

The number of hours an employee is normally scheduled to work per week divided by forty (40). For example, the FTE for a forty (40) hour employee is 1.0; for a twenty (20) hour employee, .5.

III. Initial Trial Service Period:

An employee serving a one (1) year period of initial trial service to determine the employee's suitability for continued employment, such period to begin on the date of the employee's appointment to and commencement of a regular status position. During the initial trial service, the employee may be dismissed without recourse to the grievance procedure if, in the opinion of the employee's supervisor, the employee's continued service would not be in the best interest of the County.

IV. Part-Time Employee:

An employee regularly scheduled to work at least 20 hours per week or .5 FTE, but less than full-time.

V. Regular Employee:

The status an employee acquires after successful completion of the initial trial service period for the particular position to which the employee was appointed, and has been employed by the County continuously since passing the initial trial service period. In addition, the following are deemed to be regular employees:

A. An employee who passed the initial one (1) year trial service period, terminated employment, and has been reinstated.

B. A non-initial trial service employee who has been transferred to the County by intergovernmental agreement under ORS 236.610 through 236.650.

VI. Temporary Employee:

1 An appointment whose duration is uncertain due to an emergency workload,
2 absence of an employee or because of a short-term need for a skill or ability.

3 **VII. On-Call Employee:**

4 An appointment that is intermittent, irregular or is normally less than half time.

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 department, determining the levels of service and methods of operation including the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause as defined in Article 14 - Disciplinary Action, and to determine staffing, establish work schedules, and assign work; to establish standards for work performance expectations; and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement or general law, are not subject to the grievance procedure.

ARTICLE 5

UNION SECURITY, CHECK OFF, AND BUSINESS

I. Rights of Bargaining Unit Employees

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

II. Union Security and Check-off

A. Deduction of Union Dues

1. Amount deducted each payroll period

The County agrees to deduct each payroll period from the pay of employees covered by this Agreement in accordance with the terms of the contract between the employee and the Union, one half (.5) of the current monthly Union membership dues of those Union members who individually request such deductions in writing on the form provided by the Union.

2. Authorization and Certification of Union Dues

Deduction of membership dues must be authorized in writing on the form provided by the Union; the union shall certify in writing the list of employees from whom they have received completed membership applications. The amount to be deducted for dues shall be certified in writing to the County by the Union President or their designee. The aggregate of all deductions shall be remitted, together with an itemized statement, to the Treasurer of the Union at an address certified to the County in writing by the Union President or their designee, within five (5) working days after it is withheld or by such time as the parties mutually agree in writing.

3. Appointment to Excluded Positions

Deductions for Union dues shall cease beginning with the pay period following an employee's regular appointment to a position which is excluded from the bargaining unit.

4. Monthly Listing of New and Terminated Employees

1 The County agrees to furnish the Union by the 10th of each month a list
2 of the following:

3 **a.** All new bargaining unit employees hired since the previous notice and
4 of all employees who terminated since the previous notice. Such listing shall contain the
5 names of the employees, base pay, date of birth, full-time/part-time status, number of
6 scheduled hours, Classification seniority dates, work phone number and email address,
7 work location, and home mailing address.

8 **b.** All bargaining unit members. Such listing shall contain the names of
9 the employees, base pay, date of birth, full-time/part-time status, number of scheduled
10 hours, hire dates, work phone number and email address, work location and home mailing
11 address.

12 **B. AFSCME PEOPLE Deductions**

13 To the extent allowable by law, employees may authorize payroll deductions
14 for the AFSCME PEOPLE (Public Employees Organized to Promote Legislative Equality)
15 by submitting the form provided by the Union to Central Payroll. The County agrees to
16 provide the Union by the tenth (10th) of each of month a listing of employees that are
17 making PEOPLE contributions and amount deducted per employee.

18 **C. Defense and Indemnification of the County**

19 The Union agrees that it will indemnify, defend and hold the County harmless
20 from all suits, actions, proceedings or claims against the County or persons acting on
21 behalf of the County, whether for damages, compensation, reinstatement, or any
22 combination thereof, arising out of application of "Section II" of this Article. In the event
23 any decision is rendered by the highest court having jurisdiction that any portion of
24 "Section II" is invalid and/or that reimbursements must be made to any employees
25 affected, the Union shall be solely responsible for such reimbursements.

26 **III. Union Representation**

27 **A. Contract Negotiations**

28 **1.** The Union's Negotiating Team shall consist of not more than four (4)
29 members, three (3) of whom may be employees. The County Negotiating Team shall also
30 consist of not more than four (4) members. County employees participating in such
31 negotiations will be allowed to do so without loss of pay. The Union and County may

1 mutually agree to a different number of negotiating team members, appointing an equal
2 number of representatives from labor and management.

3 **2.** Observers and/or working staff sponsored by the Union or County may
4 be in attendance with the negotiating teams. Such attendance for the Union by a
5 bargaining unit employee shall be on the employee's own time, unless otherwise mutually
6 agreed.

7 **3.** Resource people may be called upon to make statements and answer
8 questions at the negotiating meetings, but will not be permitted to be present after their
9 statement and any questions are concluded. Such attendance for the Union by a
10 bargaining unit employee shall be on the employee's own time unless otherwise mutually
11 agreed.

12 **4.** Prior to negotiations, representatives of the County's and the Union's
13 Negotiating Teams will jointly establish any other necessary general negotiating ground
14 rules.

15 **5.** The County shall print enough copies of this Agreement for all employees
16 in the bargaining unit. The County shall provide an electronic copy of the Agreement to
17 the Union and post it to the County intranet and internet websites.

18 **B. Grievances and Contract Administration**

19 The Union is the exclusive representative of bargaining unit employees with
20 respect to conditions of employment governed by this Agreement under the State of
21 Oregon Public Employees Collective Bargaining Act.

22 **C. Communication with Bargaining Unit Members**

23 **1. Bulletin boards**

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

29 **2. Use of county computers for E-Mail and internet connections**
30 **related to Union business**

1 **a.** County communication systems may be used for Union business
2 involving electronic communications or Internet connections in the following
3 circumstances, but only when such use is also in conformance with the other
4 requirements of this Agreement.

5 **i.** When such use is de minimis and incidental, such as
6 arranging a meeting with a fellow shop Steward or the Staff Representative, or for
7 accessing an electronic copy of the union contract.

8 **ii.** For the purpose of conducting an investigation of a grievance,
9 such as individual inquiries to co-workers.

10 **iii.** For the purpose of interacting with the County's
11 representatives concerning Union-County business, such as setting dates for County-
12 Union meetings, making inquiries regarding grievances, etc.

13 **iv.** On the employee's own time, for the purposes of utilizing a
14 link on the Multnomah Commons, or its successor, to reach a Union internet site. Any use
15 of such sites will comply with County Personnel Rules and shall exclude blogging, use of
16 chat rooms, instant messaging or other live person to person electronic communication,
17 and political activities as prohibited by law.

18 **v.** For authorized Union officials only, and on such employee's
19 own time, for the purpose of posting messages on the internet site provided for in (iv)
20 above.

21 **vi.** The Local 88 President or designee may use the County's
22 electronic communication systems for the purpose of communicating with Local 88-5
23 members. All such communications shall comply with County Personnel Rules.
24 Communications that are sent to employees within a single Department shall be approved
25 by the Department Director or designee prior to distribution. Communications that are
26 distributed to employees in more than one Department shall be approved by the director
27 of Central Human Resources or Labor Relations prior to distribution. Examples of such
28 communications may include, but are not limited to: meeting announcements; Union
29 elections and ratification votes; Union appointments; bargaining updates prior to impasse;
30 seniority lists; and miscellaneous surveys.

1 vii. Stewards will make every effort to avoid disruptions and
2 interruptions of work.

3 b. The uses cited in "Subsection a" above may continue only to the
4 extent that they are at no additional cost to the County, and are contingent on the
5 continued use of the cited computers, internet connection, intranet connection, etc. for
6 other County purposes. The content of any and all communications using the County
7 computer system is not privileged and may be subject to County review.

8 c. Access to the Multnomah Commons by any individual outside the
9 County raises major issues of policy related to privacy, security and cost. Therefore, the
10 Union business agent may have such access only if:

11 i. Access is approved by the County's Chief Information Officer
12 (CIO), and subject to restrictions imposed by the CIO; and

13 ii. All costs associated with making access available and with
14 maintaining it are borne by the Union.

15 **D. Union Business**

16 There are three forms of Union Business Leave.

17 **1. Union Business Leave (County Paid Time) :**

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

25 **2. Union Business Leave (Union Reimbursable Time) :**

26 Any bargaining unit member selected by the Union to participate in a
27 Union activity as defined below shall be considered in Union Business Leave (Union
28 Reimbursable Time) status and shall be granted such paid leave not to exceed forty (40)
29 hours (pro-rated based on the employee's FTE) per fiscal year, per member. An additional
30 forty (40) hours (pro-rated based on the employee's FTE) of paid Union Reimbursable
31 Time leave shall be granted upon request to any elected Union delegate selected to

1 attend official AFL-CIO or other certified AFSCME activities. Additional paid time may be
2 granted by mutual agreement of the parties. No more than one (1) bargaining unit member
3 shall be permitted to be on Union Reimbursable time at the same time without express
4 written approval of the Dental Director.

5 Union Business (Union Reimbursable Time) addressed in this section would pertain
6 to such activities as contract administration - such as time to cover for staff replacement,
7 time to attend training conferences such as arbitration/grievance training; and time off to
8 prepare for negotiations; Officers/Delegates Duties – such as attending AFSCME
9 International Convention, Oregon AFSCME Council 75 convention, AFL-CIO Convention;
10 Conferences/Other – Women's Convention, appointment to AFSCME or other Union
11 Board seat or committee; and other mutually agreed activities that would qualify for Union
12 Business (Union Reimbursable Time).

13 Written notice of such time away from work shall be given to the affected employee's
14 immediate supervisor and to the County Labor Relations Director ten (10) working days
15 in advance. The Union will make every effort to avoid disruptions of work. The Union shall
16 reimburse the County for one hundred percent (100%) of the affected employees salary
17 and fringe benefits (including pro-rata cost of workers compensation premiums, but
18 excluding indirect administration or overhead charges) for straight time spent on Union
19 activities conducted during regularly scheduled working hours. The County shall submit
20 a monthly statement to the Union itemizing the amount of the Union's reimbursement
21 obligation, and may directly withdraw the amount required from a fund maintained with
22 the County. Funds for this purpose shall be drawn from the existing interest-bearing
23 account created under Article 5.III.E.2 of the County's collective bargaining agreement
24 with the Local 88 general unit. If the County incurs liability arising from the activities of a
25 member engaged in Union Business during such reimbursed time, the Union further
26 agrees to reimburse the County for losses caused by such activities, to the extent that
27 such losses are attributable to the acts of the employee receiving continued
28 compensation pursuant to this section. In the event of a dispute over the causation or
29 amount of loss attributable to the actions of Union agents, the parties agree to arbitrate
30 such dispute under unless such arbitration is inconsistent with the provisions of any
31 applicable third-party insurance indemnification agreement, or unless binding arbitration

might jeopardize the availability of coverage by a third-party insurer. County employees participating in such activities will be allowed to do so without loss of pay.

3. Union Business (Unpaid) Leave:

Employees selected by the Union for such activities that are considered political activities including political training, conferences, committees, or appointments, and time off to work on an election race are considered Union Business (Unpaid) Leave. Employees requesting such time off under this section would be governed by the notice requirements and time limits, unless mutually agreed otherwise, of Union Reimbursable Time.

E. Union Business Leave – Employment Status:

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

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

F. Visits by Union Representatives

The County agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, whether local Union representatives, Staff Representatives, or International representatives, 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. The Union agrees that such visits will cause no disruptions or interruptions of work.

IV. Technology, the Union and the Work Place

The use of information technology in the work place will be consistent with federal and state laws, county policies and rules for public records, ethics and conduct of employees, and Multnomah County Personnel Rules, including but not limited to, rules 3-35 Use of Information Technology, 3-36 Social Media, and 3-37 Cellular Devices.

ARTICLE 6
NO STRIKE OR LOCKOUT

I. 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 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.

II. Crossing of Picket Lines

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 called upon to cross such picket line in the line of duty as required by the County to fulfill the personal functions of their office. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line when the employee has attempted to cross the picket line, contacted the supervisor requesting assistance in passage through the picket line, and such assistance was not provided.

III. Employee Disciplinary Action

Any employee engaging in any activity in violation of this Article shall be subject to disciplinary action, including discharge, by the County without application of the grievance procedure of this Agreement, unless "Section II above is applicable.

IV. No Lockout

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

V. Informational Picketing

Nothing in this Article shall be construed to prohibit informational picketing. Such informational picketing shall not stop and/or disrupt work of County employees and officials at any time, and picketing shall be prohibited in all County owned, rented or leased facilities

1 and County meetings, including but not limited to Multnomah County Board
2 Rooms/Meetings and County offices.

3 Employees engaged in informational picketing shall be subject to the work rules of
4 the County organization to which they are assigned.

ARTICLE 7
COMPENSATION

I. Salary

A. Salary and Schedule

An employee who reports to work as scheduled and is excused from duty for lack of work, or is specifically directed by their supervisor or manager not to report to work, will be paid at their regular rate for the hours they were scheduled to work.

B. Salary Range for FY 2018-2019

1. Retroactive to July 1, 2018, to December 31, 2018, employees shall be paid at the rate they were paid as of June 30, 2018.

2. Effective January 1, 2019, employees shall be placed on the salary schedule attached to this agreement as Addendum A, at the individual Steps set out in the list attached to this agreement as Addendum B. These Step Placements shall reflect Step Increases for individuals not-yet topped out, and eligible for Merit Increases, on the former salary schedule. The resulting adjusted rate of pay shall be used as follows:

a. Said adjusted pay rate shall be the employee's pay rate through June 30, 2019.

b. Additionally, in due course following "Go Live" of the County's Enterprise Resource Planning system, employees shall receive a one-time lump-sum payment in the amount of the difference between their unadjusted monthly pay rate and their adjusted monthly pay rate, times six (6) months at their assigned FTE.

C. Salary Range for FY 2019-2020

1. Effective July 1, 2019, the salary range shall be increased by three point nine percent (3.9%).

2. Also effective July 1, 2019, one additional three percent (3%) step will be added at the top end of the range. Employees on the top step of the salary range as of June 30, 2019, shall receive the newly created step on July 1, 2019.

D. Salary Range for FY 2020-2021

1. Effective July 1, 2020, the salary range shall be increased by the percentage increase in the West Size A Consumer Price Index for Urban Wage Earners

1 and Clerical Workers for the second half 2018 to the second half 2019 as reported in
2 February 2020. The minimum percentage increase shall be no less than one percent
3 (1%) and the maximum percentage increase no more than four percent (4%).

4 **2.** In addition to salary increase equivalent to Consumer Price Index
5 identified above, the County will increase the salary schedule an additional one and one
6 half percent (1.5%) on July 1, 2020.

7 **E. Salary Range for FY 2021-2022**

8 Effective July 1, 2021, the salary range shall be increased by the
9 percentage increase in the West Size A Consumer Price Index for Urban Wage Earners
10 and Clerical Workers for the second half 2019 to the second half 2020 as reported in
11 February 2021. The minimum percentage increase shall be no less than one percent (1%)
12 and the maximum percentage increase no more than four (4%) percent.

13 **II. Salary Administration**

14 **A.** Employees shall be FLSA exempt, and paid on a salary basis.

15 **B.** Placement On Salary Schedule: New employees and rehires may be
16 credited for past work experience or clinical expertise, and placed in the range at a rate
17 approved by the Central Human Resources Director or their designee.

18 **C.** A rehire is an employee who has terminated employment with the County,
19 and is subsequently selected to occupy a position from a civil service list. Former
20 employees who return to County employment without being selected from a list are not
21 rehired, but reinstated.

22 **D.** An employee not at a maximum of their pay range shall receive an
23 anniversary step increase on July 1 of each year. Employees who are appointed to and
24 commence working in a position during the three (3) months prior to July 1 are not eligible
25 for a step increase until the following July 1.

26 **III. Work Schedules**

27 **A. Posting of Work Schedules**

28 Work schedules showing work days and hours of work are posted and
29 made accessible to employees at all times. Management may change work schedules
30 with twenty-one (21) days' notice to an affected employee, or with less notice if such

notice is voluntarily waived in writing by the employee; such notice may be made by email. An employee's work schedule shall include at least two (2) consecutive days off per week.

B. In accordance with the current practice, contemporaneous with or after vacant shifts have been offered and assigned to On-Call Dentists as defined in Article 3.VII of this agreement, as meets the department's operational needs, the employees regularly scheduled to work less than forty (40) hours per week will be offered remaining vacant shifts.

IV. Premiums

A. A differential of five percent (5%) of base rate will be paid: (1) on all hours to employees assigned at least .75 FTE in correctional facilities on an ongoing basis, (2) on hours worked to employees assigned less than .75 FTE in the correctional facility, and (3) on hours worked on regularly non-scheduled work days for employees assigned on an intermittent *ad hoc* basis.

B. A differential of five percent (5%) of base rate will be paid to employees who are designated Preferred Providers (one or more of the following: Pediatric, Oral Surgery, or Endodontics).

C. A differential of two percent (2%) on hours worked will be paid to employees who are designated as eligible and directed by management on an ad hoc basis to translate to and from English to another language (including the use of sign language). Designation requires that the employee meet the proficiency level for interpretation and translation skills, as determined and established by the County.

D. A differential of seventeen percent (17%) on base rate will be paid to the employee assigned After-Hours Phone Call duties.

V. Deferred Compensation Plan

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that provides for payment at a future date for services currently rendered by the eligible employee.

VI. Retirement

A. Employees are eligible for participation in the Oregon Public Employees' Retirement System (PERS) or the Oregon Public Service Retirement Plan (OPSRP) pursuant to ORS 238 and 238A.

1 **B.** In accordance with the terms and limitations of ORS 238.350, one-half of
2 the accumulated unused sick leave with pay will be applied to final average salary for the
3 purpose of pension benefit determination for eligible employees.

4 **C.** The County will “pick up” the employee contribution to PERS and OPSRP
5 as permitted by ORS 238.205 and ORS 238A.225.

6 **VII. Retiree Medical Benefits**

7 **A. Right to Participate**

8 An employee meeting the eligibility requirements specified in MCC 9.510
9 through 9.530 at the time of separation from County employment is eligible to enroll in the
10 Multnomah County Retiree Health Plan at separation and is eligible for a subsidy if terms
11 in MCC 9.530 are met and may continue to participate until eligible for Medicare due to
12 age or disability. Coverage of eligible dependents uniformly terminates when coverage of
13 the retiree terminates, or the dependent becomes eligible for Medicare due to age or
14 disability, except as otherwise required by applicable state or federal law.

15 **B. Choice of Plan**

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

22 **VIII. Transportation Reimbursement**

23 **A. Automobile/Mileage**

24 Employees required to use their personal automobile as a condition of
25 employment shall be reimbursed in accordance with the same terms and conditions as
26 exempt employees.

27 **B. Bus Pass**

28 County shall provide Tri-met pass for employees who enroll in Bus Pass
29 universal bus pass program as set out in MCPR 4-20.

30 **IX. Professional Fees and Continuing Education**

1 **A.** The County shall pay bargaining unit members' Oregon Board of Dentistry
2 Licensure Fees on a prorated basis, based on FTE as of the date of the annual or biennial
3 billing, retroactive to July 1, 2018.

4 **B.** The County will provide one thousand five hundred dollars (\$1,500) per
5 fiscal year per employee for employees assigned 0.75 FTE and above, and one thousand
6 dollars (\$1,000) for employees assigned less than 0.75 FTE, for fees and expenses
7 associated with Professional Association membership and/or attending Continuing Dental
8 Education training; unused funds will not be carried over from year to year. Funds
9 disbursed between July 1, 2018 and June 30, 2019 will be counted against FY 2018-19
10 allowances and funds disbursed between July 1, 2019 and ratification will be counted
11 against FY 2019-20 allowances. Proposed Professional Association membership and
12 CDE training must be pre-approved by the employee's supervisor.

13 **C.** Full-time employees shall be given three (3) days paid release per fiscal
14 year to attend Continuing Dental Education training. Those employees assigned less than
15 0.75 FTE shall receive two days paid release per fiscal year.

16 **D.** Any time an employee is specifically required by management to participate
17 in any development and training program shall be considered time worked for pay
18 purposes, and all tuition, texts, training materials, and other expenses incident to such
19 employee's participation shall be assumed by the County.

20 **X. Temporary Appointments to a Non-Bargaining Unit Classification**

21 When an employee is temporarily appointed to a non-bargaining unit classification,
22 written verification of the temporary appointment will be placed in the employee's
23 personnel file and the employee will be notified of the appointment in writing. The following
24 provisions will apply:

25 **A.** The employee's salary will be set according to the Personnel Rules
26 governing promotions to exempt positions;

27 **B.** The employee's health and welfare benefits plan will not change;

28 **C.** The employee's accrual and use of paid leave will be governed by the rules
29 applying to permanent employees in the exempt classification;

30 **D.** The employee has the right to return to their bargaining unit position at the
31 end of the appointment without loss of seniority; and

- 1 **E.** The employee will pay Union dues and will continue to be represented by
- 2 the Union.

ARTICLE 8
HEALTH AND WELFARE

I. Medical and Dental Benefits

A. Definition and Contribution Toward Benefit Plan Premiums

1. Definitions

a. Full-Time Employees

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

b. Part-Time Employees

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

2. Medical Benefit Plan Contributions

a. Full-Time Employees

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

Full-Time Employees 2018-19		
Medical Plan	County Contribution	Employee Contribution
Moda Platinum Plan	92.5%	7.5%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	95%	5%

Full-Time Employees 2020		
Medical Plan	County Contribution	Employee Contribution
Moda PPO 400	92.5%	7.5%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser 10/20 HMO Medical Plan	95%	5%

b. Part-Time Employees

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

Part-Time Employees 2018-19		
Medical Plan	County Contribution	Employee Contribution
Moda Platinum Plan	50%	50%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	62%	38%
Kaiser Maintenance Medical Plan	90%	10%

Part-Time Employees 2020		
Medical Plan	County Contribution	Employee Contribution
Moda PPO 400	50%	50%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser 10/20HMO Medical Plan	62%	38%
Kaiser Maintenance Medical Plan	90%	10%

3. Dental Benefit Plan Contributions

a. Full-Time Employees

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

Full-Time Employees 2018-19		
Dental Plan	County Contribution	Employee Contribution
Delta Dental Plan	95%	5%
Willamette Dental Group Plan	95%	5%
Kaiser Dental Plan	95%	5%

Full-Time Employees 2020		
Dental Plan	County Contribution	Employee Contribution
Delta Dental 50 Plan	93%	7%
Willamette Dental Group Plan	93%	7%
Kaiser Dental 15 Plan	93%	7%

b. Part-Time Employees

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

Part-Time Employees		
Dental Plan	County Contribution	Employee Contribution
Delta Dental Plan*	50%	50%
Willamette Dental	50%	50%
Kaiser Dental Plan*	50%	50%

* Plans become Delta Dental 50 and Kaiser Dental 15 in 2020

B. Health Care Cost During the Term of Agreement

The County agrees to notify the Union any time there is a proposed change in plan design or optional changes proposed by carriers that would impact plan design

1 cost or plan designs, and to meet with the Union upon request. Objections to plan or plan
2 design changes mandated by a carrier that cannot be resolved by meeting shall be
3 subject to impact bargaining. Mandated coverage changes due to Federal or State laws,
4 rules, or regulations shall be presented to the Union but will be implemented by the
5 County as required by law.

6 The Union and the County have shared interest in addressing increasing health
7 insurance costs. In an effort to collaborate together over quality health plans, design
8 changes and cost management, the parties agree to participate on an Employee Benefits
9 Advisory Team (EBAT) with such other County employee bargaining units as agree to
10 participate, to review and consider health plans, design changes and cost sharing
11 features. The EBAT will be advisory only, and will report member recommendations to
12 the County Chair. EBAT does not preclude the parties from entering into any Memoranda
13 of agreement (MOA) authorizing mutually agreed-upon plan changes. The Union will be
14 entitled to one representative bargaining unit member on the EBAT; in addition, all
15 AFSCME-represented bargaining units shall collectively be entitled to an AFSCME
16 Council Representative participation on the EBAT.

17 **C. Health & Welfare Re-opener**

18 After January 1, 2021, and upon written request to the other, either party
19 reopen this article for negotiations, including but not limited to plan design changes, the
20 number of plans available, and employee cost sharing, for the purpose of addressing the
21 Excise Tax of the Affordable Care Act of 2010 (ACA) or any economic penalty of similar
22 effect or impact. The reopener of Article 8 will be subject to the same rules and bargaining
23 process that pertains to full contract successor negotiations and Article 6 (No Strike-No
24 Lockout) will be suspended as to any Article 8 dispute arising therefrom.

25 **D. Employee Contribution**

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

30 **E. Major Medical Plan Rebates**

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

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

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

11 **2. Full-Time Employees Who Opt Out**

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

15 **3. Part-Time Employees who Opt-Out**

16 Part-time employees who Opt-Out of medical benefit plan coverage
17 will receive a reimbursement paid by the County of one hundred twenty-five dollars (\$125)
18 (gross) per month.

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

25 **G. Successor Plans and Carriers**

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

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

3 Notwithstanding the other provisions of this subsection, in the event that the State
4 of Oregon establishes an insurance pool available to local governments, the County may
5 provide medical, dental, vision, and/or prescription insurance from the plans offered under
6 said insurance pool without further obligation than to bargain cost share of the plan(s)
7 available therein.

8 **II. Other Benefits**

9 **A. Life Insurance**

10 The County agrees to provide each employee covered by this agreement
11 with term life insurance in the amount of one times (1x) their annual salary up to a
12 maximum of two hundred and fifty thousand dollars (\$250,000). Retirees of Multnomah
13 County with at least ten (10) years of service with the County will be provided with two
14 thousand dollars (\$2,000) term life insurance coverage upon retirement. Employees will
15 designate their beneficiaries. Employees, at their option, may purchase supplemental
16 term life insurance coverage consistent with carrier contract(s) by payroll deduction.
17 Premiums will vary according to the age of the insured.

18 **B. Disability**

19 **1. Short-Term**

20 All bargaining unit employees will be covered by the County-paid
21 short-term disability insurance program, at the following coverage level: Sixty Percent
22 (60%) of base earning to one thousand five hundred dollars (\$1,500) per week.

23 **2. Long-Term**

24 **a.** The County will provide long-term disability insurance to all
25 members of the bargaining unit who are regularly scheduled to work at least half-time at
26 the following level: Sixty Percent (60%) of base earnings to six thousand dollars (\$6,000)
27 per month.

28 **b.** The County will pay for COBRA medical and dental insurance
29 coverage for a period of up to six months beyond the month in which benefits would
30 normally terminate for an employee with an approved long-term disability claim. Members
31 must complete and return the COBRA enrollment form as required by law in order to

1 receive premium payments by the County. However, employees who “opt out” of benefits
2 coverage under the provisions of Article 8, Section 1.G. of this Agreement will not be
3 eligible for continued County-paid coverage under this section.

4 **C. Long Term Care**

5 Any bargaining unit employee covered by this agreement may participate in
6 a long term care insurance program developed by the Union and the County (consistent
7 with carrier contracts), the monthly premiums to be paid individually through payroll
8 deduction.

9 **D. VEBA**

10 **1.** The County will contribute an amount equal to one percent (1%) of
11 each Dentist's semi-monthly salary (excluding any premium differentials) toward each
12 Dentist's HRA VEBA account. The 1% is a fixed rate; however the dollar amount of
13 contributions will be impacted by COLA and step increases. This HRA VEBA contribution
14 will remain in place until the County or the Union has given at least sixty (60) days' notice
15 to the other party that it wishes to discontinue the contribution or change the contribution
16 amount.

17 **2.** If the request is to change the amount, such change can only be
18 made by mutual agreement of the parties with implementation of a new memorandum of
19 agreement reflecting the new amount.

20 **3.** If the contribution is discontinued, each step of the Dentists' salary
21 schedule will be increased by an amount equal to one percent (1%), effective with the
22 first pay period after the date the contribution is discontinued. Individuals who have been
23 placed on the salary schedule will therefore experience an increase in their base salary.
24 Dentists who are paid at a rate higher than their assigned step (and are therefore not paid
25 according to the salary schedule) at the time of the salary schedule adjustment will have
26 their individual salary rate adjusted, effective with the first pay period after the date the
27 contribution is discontinued.

28 **4.** It is hereby agreed that the County will make an additional monthly
29 contribution to the HRA VEBA accounts of Dentists who opt-out of medical benefits per
30 Article 8.I.F. in the amount specified in that agreement. This HRA VEBA contribution will
31 remain in place until the County or the Union has given at least sixty (60) days' notice to

1 the other party that it wishes to discontinue the funding arrangement. If the funding
2 arrangement is discontinued, Dentists who opt-out of the County's medical benefits would
3 thereafter receive any monthly opt-out amount as a gross monthly payment on the second
4 paycheck of the month.

5 **E. Indemnification and Board of Dentistry Complaints**

6 **1.** The County shall defend and indemnify employees consistent with
7 applicable state law. Liability indemnification includes claims arising out of events
8 occurring during the course and scope of the unit member's employment, and extends
9 beyond the termination of employment with the County.

10 **2.** In the event that a County Dentist is served with a complaint by the
11 Oregon Board of Dentistry related to a patient seen at a Multnomah County Health Dental
12 Clinic during the course of the Dentist's County employment, the County will provide the
13 following support and assistance to the Dentist, so long as the complaint does not allege
14 malfeasance or willful or wanton neglect of duty, or create a conflict of interest for the
15 County as determined by the County Attorney's Office:

16 **a.** Dental Leadership will support and assist the Dentist in
17 understanding the Board complaint process, preparing a narrative response and clinical
18 evidence, and gathering Board-requested documents to furnish to the Oregon Board of
19 Dentistry;

20 **b.** Dental Leadership will allow the Dentist to use a reasonable
21 amount of paid work time, with supervisor approval, in order to prepare for the process.
22 This may include meeting with leadership, meeting with legal counsel, and sitting for the
23 Board of Dentistry inquiry;

24 **c.** The County Attorney's Office may, at the County Attorney's
25 discretion, hire outside legal counsel to defend the Dentist at the County's expense;

26 **d.** If Dental Leadership declines to provide support and
27 assistance on the grounds that the complaint alleges malfeasance or willful or wanton
28 neglect of duty, the Dentist shall have the right to appeal that decision for review by a
29 panel made up of the ICS Director, the Medical Director, a representative from Health
30 Department Human Resources, and a representative from the County Attorney's Office.

- 1 **e.** Even where Dental Leadership and/or the review panel
- 2 decline to provide general support and assistance due to malfeasance, willful or wanton
- 3 neglect of duty, or conflict of interest, the County will assist the Dentist by gathering Board-
- 4 requested documents to furnish to the Oregon Board of Dentistry.

ARTICLE 9
PAID LEAVES

I. Vacation Leave

A. Accrual

Each employee regularly scheduled to work 1.0 FTE accrues vacation credit based on years of employment based on the schedule below. An employee who separates from county service and returns will be given credit toward additional vacation accrual rates for service prior to separation. Vacation will accrue incrementally each pay period. For accrual purposes, "day" is defined as a unit of eight (8) hours.

B. Table of Vacation Accrual Rates

Years of Service	Hours Accrued Per Pay Period	Hours (Weeks) Accrued Per Year by Forty Hour Employees	Maximum Hours Accruable
Less than 2	5.0	120 (3.0 wks.)	224
2 up to 5	5.67	136 (3.4 wks.)	272
5 up to 8	7.33	176 (4.4 wks.)	352
8 up to 15	9.0	216 (5.4 wks.)	432
15 or more	9.0	216 (5.4 wks.)	500

C. Less than 1.0 FTE

Each employee regularly scheduled to work .5 FTE through .99 FTE accrues vacation credit on a pro rata basis.

D. Scheduling and Use of Accrued Vacation

1. Annual vacation must be requested in accordance with the block system; additional vacation may be requested on an *ad hoc* basis, and requires supervisor approval. Time will be charged to vacation leave only for full-day absences from work. Total vacation accrued must not exceed the maximum allowable accruals set forth section (B) above.

2. All practicable effort will be made to respond to *ad hoc* requests for vacation within fourteen (14) calendar days of, and no later than twenty-one (21) days after, the request being submitted. *Ad hoc* requests will be granted in order of receipt.

3. Scheduling of vacation leave will be consistent with policy #ICS.01.20 with the following exceptions:

a. On-Call Dentists shall be included in the total number of Dentists for the minimum staffing levels in each clinic identified in the policy, if the request for vacation is made within six (6) weeks of the proposed vacation.

b. If multiple Dentists have made a request for the same vacation dates and the matter can't be resolved voluntarily between the employees, the most senior Dentist will have a once-per-calendar-year right of first refusal.

E. Leave of Absence Accrual

Vacation leave shall not accrue during leave of absence without pay.

F. New Hires

Full-time employees new to county service receive the equivalent of their entire first year vacation leave accrual upon appointment and commencement of work in lieu of accruing vacation leave during the first year of employment. Full-time employees newly rehired to county service are also eligible to receive the same benefit during the first year of return to county service as long as they have had at least a two (2) year break in employment with the county. Thereafter, vacation earnings and reporting is as provided in this section. Employees who separate from county service prior to the end of one (1) full year of employment will be paid only for the vacation accumulation to which they would be entitled if it had been accrued.

G. Payoff

After one year of County employment, unused accrued earned vacation time shall be paid to the employee at their regular rate of pay at the time of separation for service.

II. Paid Sick Leave

A. Definition and Allowable Use

Sick leave is a leave of absence with pay which may only 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. As used in this Article, "protected sick time" refers to sick leave protected under the Oregon state Sick Time Law, ORS 653.601(6), *et seq.* The first forty (40) hours per year of "paid sick time," as defined under ORS 653.601(6), are protected under Oregon's state sick leave law. Accrued sick leave taken in excess of forty (40) hours per year is not covered or protected under the state sick leave law, but may be considered protected leave under other state and federal laws.

1. Specified others

Sick leave may be used by an employee for the following non-occupational conditions involving the employee or conditions of a

- a. Member of the employee's immediate household; or
- b. The employee's spouse, parent, 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 or 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 the Employee Benefits; or
- e. The children and parents of such domestic partner defined as if the domestic partner was the employee's spouse; or
- f. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. During negotiations for this Agreement, the parties had extensive discussion on clarifying this definition of family relationship. The parties agree to adopt the definition of family resulting from the discussion between Local 88 and County for the General Unit.

2. Covered health conditions

- a. Mental or physical illness, injury, or health condition; need for medical diagnosis, care or treatment of a mental or physical illness injury or health condition; or time off needed for preventative care; or
- b. Any qualified condition covered by FMLA or OFLA, regardless of whether the employee meets statutory eligibility requirements or

- 1 c. Medical, dental, and employee assistance program
- 2 appointments; or
- 3 d. Any qualified purpose allowed under Oregon's domestic
- 4 violence, harassment, sexual assault or stalking law; or
- 5 e. Any other illness, injury, or quarantine based on exposure to
- 6 contagious disease; or
- 7 f. In the event of public health emergency as defined by Oregon
- 8 Sick Time Law.

9 **B. Accrual**

10 For accrual purposes, "day" is defined as a unit of eight (8) hours. Sick leave

11 will accrue each pay period on the following schedule:

- 12 1. Each employee regularly scheduled to work 1.0 FTE will accrue sick
- 13 leave at the rate of twelve (12) days per year or ninety-six (96) hours.
- 14 2. Employees regularly scheduled to work .5 through .99 FTE will
- 15 accrue sick leave on a pro rata basis.

16 **C. Use and Misuse of Leave for Sick Leave Purposes**

17 1. **Counting Against FMLA, OFLA Entitlements**

18 Sick leave and any other forms of paid or unpaid leave used for

19 FMLA and/or OFLA qualifying conditions, or absence due to a deferred or approved

20 Workers' Compensation claim based on such conditions, will be counted against an

21 employee's annual FMLA and/or OFLA leave entitlements subject to the provisions of the

22 law.

23 2. **Legitimate Use**

24 a. Protected sick time under the Oregon Sick Time Law (ORS

25 653.601 to .661) is limited to the first forty (40) hours of sick time taken by an employee

26 each calendar year.

27 b. **Verification of use:**

28 i. Pursuant to Multnomah County policy, Management

29 must require the completion of a certification form by the employee's health care provider

30 and any other verification required for under the provisions of the FMLA, OFLA, or their

31 successors.

1 ii. The County may require an employee to submit written
2 medical verification from a health care provider to receive sick leave benefit for any non-
3 FMLA or non-OFLA condition under any of the following circumstances:

4 (a) the employee has missed work due to illness for
5 more than three (3) consecutive work days; or

6 (b) the employee has requested leave that is
7 scheduled to last more than three (3) scheduled work days: or

8 (c) the employee has exhausted all sick leave; or

9 (d) whenever the County can articulate reasonable
10 cause to believe that a misuse or abuse of sick leave has occurred, including questionable
11 usage, questionable patterns of usage or calling in sick on a previously denied day off,
12 provided the employee has been previously notified by a supervisor or Human Resources
13 representative that, due to such concerns, future verification may be required. After an
14 employee has exceeded the amount of sick leave protected under the Oregon Sick Time
15 Law, employees notified of such reasonable cause described in this paragraph may be
16 required to furnish certification as referenced above for each use of sick leave for a period
17 not to exceed six (6) months following the notice; or

18 (e) when the employee has exceeded the amount
19 of sick leave protected under the Oregon Sick Time Law and has called in sick five (5) or
20 more times for separate events in any six (6) month period, regardless of how the time is
21 charged and the employee has been notified by a supervisor or Human Resources
22 representative that such verification will be required for a period up to six (6) months
23 following the notice.

24 c. **Discipline:**

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

27 i. **Abuse of sick leave**

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

31 ii. **Use of accrued sick leave**

1 **(a)** Use of accrued sick leave, without abuse of
2 such leave, will not be cause for discipline.

3 **(b)** When the intermittent use of accrued sick leave
4 or other paid or unpaid leave used in lieu of sick leave interferes significantly with an
5 employee's ability to perform the duties of their job, management may do the following
6 (subject to the requirements of law, including, but not limited to, FMLA, OFLA, and the
7 Oregon Sick Time Law):

8 **(i)** Require the employee to take continuous
9 leave; or

10 **(ii)** Change the employee's work
11 assignment for six (6) months or until use of intermittent leave ends, whichever comes
12 sooner; in such cases, restrictions otherwise set out in this Agreement will not apply.

13 **iii. Excessive absenteeism**

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

19 **(a)** Any legal requirements, including, but not
20 limited to those of the FMLA, OFLA, Oregon Sick Time Law or the ADA;

21 **(b)** The tenure and work history of the employee,
22 specifically to include whether there have been previous instances of this pattern of
23 absenteeism;

24 **(c)** Whether there is a likelihood of improvement
25 within a reasonable period of time based on credible medical evidence;

26 **(d)** The particular attendance requirements of the
27 employee's job;

28 **(e)** The pattern of use, and whether the absences
29 are clearly for bona fide sick leave purposes.

30 **C. New Hires**

1 Full-time employees new to county service will receive twelve (12) days sick
2 leave upon appointment and commencement of work in lieu of accruing sick leave during
3 the first year. Thereafter, sick leave will accrue as stated in the above section.

4 **D. Workers' Compensation**

5 Sick leave accruals may only be used for time that is not compensable
6 under Workers' Compensation.

7 **E. Maximum**

8 There is no maximum limit on the amount of sick leave that an employee
9 may accrue.

10 **F. Charging of Sick Leave**

11 Time will be charged to sick leave only in half- or full- day increments for
12 absences from work, to the extent allowed by state and federal law; however, an
13 employee's leave bank will not be charged for the first three (3) qualifying partial day
14 absences in the calendar year. For example:

15 1. An employee scheduled to work ten (10) hours who takes sick leave
16 after initially reporting to work will not have that leave charged to their sick leave bank
17 until after the third occurrence in the calendar year.

18 2. The same employee, after the third occurrence of a partial day
19 absence, who takes sick leave after initially reporting to work but before the beginning of
20 the sixth hour of work, will have a half-day (five (5) hours) of sick leave charged to their
21 sick leave bank.

22 **G. Separation from Employment**

23 At the time of separation from county service, the county does not
24 compensate employees for unused sick leave.

25 **I. Reinstatement of Sick Leave Accruals**

26 1. Any employee who separates from County employment for any
27 reason other than layoff or PERS retirement, who is subsequently re-employed as a
28 regular status employee within one hundred eighty (180) days, is entitled to credit for all
29 sick leave accrued up to the last day of prior employment. Sick leave shall not accrue
30 during the period between separation from employment and re-employment.

31 2. Employees who were laid off from County employment or are serving

in a temporary or on-call position following layoff will have their sick leave balance restored when they are recalled from layoff.

III. Holidays

A. Recognized and Observed Holidays

Each full-time employee is entitled to the following paid holidays:

1. Any day declared a holiday by the Board of County Commissioners
2. New Year's Day (January 1st)
3. Dr. Rev. Martin Luther King, Jr.'s birthday (3rd Monday in January)
4. President's Day (3rd Monday in February)
5. Memorial Day (last Monday in May)
6. Independence Day (July 4th)
7. Labor Day (1st Monday in September)
8. Veteran's Day (November 11th)
9. Thanksgiving Day (4th Thursday in November)
10. One (1) day 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 one (1) day of Saved Holiday time, subject to requirements of Section E below.

The one (1) day of leave shall be accrued and determined based on the employee's regularly assigned work schedule. Part-time employees will accrue the saved holiday prorated based on their normal FTE.

11. Christmas Day (December 25th) or, with approval of supervisors, this day may be traded for any other religious holiday during the fiscal year if employees use paid leave for or work on December 25th.

To be eligible for pay on an observed holiday, an employee must be in pay status both on the employee's scheduled work day before and the employee's scheduled work day after the holiday.

B. Holiday Observance

1. Five (5) Day Work Week

1 **(a)** If the holiday falls on an employee's first scheduled day off,
2 the preceding workday will be observed as that employee's holiday.

3 **(b)** If the holiday falls on an employee's second scheduled day
4 off, the following workday will be observed as that employee's holiday.

5 **2. Four (4) Day Work Week**

6 **(a)** If the holiday falls on an employee's first or second scheduled
7 day off, the preceding work day will be observed as that employee's holiday.

8 **(b)** If the holiday falls on an employee's third scheduled day off,
9 the following workday will be observed as that employee's holiday.

10 **3. Part-time employees, and full-time employees on an irregular**
11 **schedule.**

12 The holidays designated above are the observed holidays if they fall
13 on an employee's regular workday. Employees will be credited with saved holiday time
14 for the holiday leave to which they would have been entitled if the holiday does not fall on
15 a regular workday.

16 **4.** Employees working five (5) eight (8)-hour shifts per week will be
17 entitled to eight (8) hours of leave; employees working four (4) ten (10)-hour shifts per
18 week will be entitled to ten (10) hours of leave; and employees working nine-eighty (9/80)
19 work schedules will be entitled to nine (9) hours of leave, except as specified otherwise.

20 **C.** Part-time employees are entitled to paid leave on observed holidays on a
21 pro rata basis.

22 **D.** If an employee is on authorized leave with pay when a paid holiday occurs,
23 the holiday will be paid and will not be charged against the leave.

24 **E.** Any saved holiday time not used by the end of the fiscal year in which it was
25 accrued is forfeited. The saved holiday time usage is subject to the same rules as vacation
26 leave, except that employees who separate from county employment will not be paid for
27 accumulated saved or personal holiday leave.

28 **IV. Recognition Leave**

29 Recognition leave may be granted as set forth in MCPR 4-30-040(A.4). Grant or
30 no-grant of recognition leave shall be entirely at the Director's or Director's designee's
31 discretion, and shall not be subject to grievance.

1 **V. Jury Duty**

2 **A.** An employee shall be granted leave with full pay in lieu of jury fees on any
3 scheduled day of work they are required to report for jury duty, if upon receipt the
4 employee submits jury fees or evidence of waiver of jury fees to Payroll. Employees may
5 retain reimbursement provided for by statute for mileage and other expenses incurred as
6 a result of jury service.

7 **B.** Except during an emergency or due to operational requirements, the county
8 will not require employees to report to work after completing a full day on jury duty. Any
9 employee who is excused or dismissed from jury duty before the end of the day will report
10 back to work if practical. Employees will not be allowed to flex their work schedule, in
11 order to receive compensation for jury duty on a normally scheduled day off, unless
12 specified in labor agreement.

13 **VI. Bereavement Leave**

14 An employee shall be granted not more than three (3) days leave of absence with
15 full pay in event of death in the immediate family or immediate household of the employee
16 to make household adjustments or to attend funeral services. If such funeral is beyond
17 three-hundred and fifty (350) miles, the employee shall be granted additional time for
18 travel not to exceed three (3) additional days with pay. The amount of additional leave
19 shall be at the discretion of their supervisor on the basis of the employee's travel and
20 personal needs. With sufficient advance notice, bereavement leave days may be taken
21 non-consecutively provided they are taken within thirteen (13) months from the date of
22 first use.

23 For purposes of Bereavement Leave, an employee's immediate family shall be
24 defined as the employee's spouse or domestic partner or the employee's, spouse's or
25 domestic partner's:

- 26 **A.** parents
- 27 **B.** step-parents
- 28 **C.** children
- 29 **D.** step children
- 30 **E.** siblings
- 31 **F.** step-siblings

1 **G.** grandchildren

2 **H.** grandparents

3 **I.** brothers-in-law

4 **J.** sisters-in-law

5 Immediate household shall be defined as any person residing at the employee's
6 residence on a regular basis.

7 For any individual related by blood or affinity whose close association with the
8 employee is the equivalent of a family relationship, such leave of absence shall be granted
9 by the employee's supervisor. In the event that the supervisor denies such a request for
10 bereavement leave, the employee may request review of the decision by the Department
11 Director.

ARTICLE 10
WORKERS' COMPENSATION AND
SUPPLEMENTAL BENEFITS

I. Coverage

All members of the bargaining unit are provided workers' compensation coverage as required by the Oregon Workers' Compensation Law.

II. Employee Status

The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law, shall not interrupt continued employment for service credit for retirement vesting unless the employee's attending physician (as that term is defined under ORS 656.005(12)) or the Oregon Workers' Compensation Division certifies to the County in writing that the employee will be permanently disabled and unable to return to the County service and fully perform the duties of the position the employee occupied at the time of injury. In such event, the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination.

III. Supplemental Benefits

A. The County will supplement workers' compensation time loss benefits received by employees for temporary total disability due to occupational injury, illness or disease by an amount which, coupled with workers' compensation payments, will provide disabled employees with the equivalent of one hundred percent (100%) of their net take-home pay (as calculated under workers' compensation regulations).

B. The County will make retirement contributions, based upon the gross dollar amount of supplemental benefits paid, throughout the period that the employee receives time loss benefits.

C. Employees will continue to accrue sick and vacation leave at regular rates during the period employees receive supplemental time loss benefits.

D. Supplemental pay is payable while the injured worker is receiving temporary total disability time loss payments and will end when the worker has a light duty or limited duty release to return to work, and such duty work is available to the injured worker. Such

supplemental benefits will continue for six hundred forty (640) hours or for the number of hours of sick leave the employee has accrued, whichever is higher. An employee's sick leave accrual is not, however, used to pay for supplemental benefits provided by the County.

E. Supplemental benefits will be paid on the injured workers' regular payday.

IV. Wages

A. To the extent not compensated by workers' compensation benefits, the first day of occupational disability shall be compensated as time worked.

B. To the extent not compensated by workers' compensation benefits, the day following the first day of occupational disability and the next succeeding day shall be compensated as time worked if such days would have been work days.

V. Denied Claims

A. If a workers' compensation claim is denied and later found to be compensable or held compensable upon appeal and the employee has been utilizing sick, vacation, or holiday leave, the employee will reimburse the County for any accrual payments and the employee's sick, vacation, or holiday leave account will be credited with an equivalent number of hours.

B. If an employee's workers' compensation claim is denied before the employee returns to work, the employee is entitled to request continued medical and dental coverage at the employee's expense, under COBRA regulations.

C. If a denied claim is later held compensable upon appeal, the employee will be entitled to:

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

2. Any supplemental benefits that have not already been paid in accordance with "Section III" of this Article.

VI. Benefits

The County will continue contributions toward medical and dental benefits for the employee and the employee's dependent(s) from the first day of occupational disability, subject to the provisions of Article 8, Health and Welfare for a period of one (1) year or such longer period as may be required by law.

1 **VII. Borrowing of Sick Leave**

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

ARTICLE 11
SENIORITY AND LAYOFF

I. Definition of Seniority

Seniority will be determined as follows:

A. The total length of continuous service, including time employed as a temporary employee but not including time employed as an on-call employee, with the County in the Dentist classification; if a tie occurs, then

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

C. It shall be broken by lot in a manner to be determined by the Central Human Resources Division.

II. Computation of Seniority

Seniority shall be in accordance with the following rules:

1. Part-time work will count on a full-time basis.

2. Time on authorized leave taken with pay will count.

3. When an authorized non-FMLA/OFLA leave without pay exceeds thirty (30) days, no time spent on that leave will count.

4. When a layoff exceeds thirty (30) days, no time spent on layoff will count.

5. Time spent working for another government in an equivalent classification will count if the employee was transferred to Multnomah County pursuant to ORS 236.610 through 236.650.

6. Time spent in unclassified or management service appointment status shall not count, except for purposes of vacation accrual. Seniority accrued while in the bargaining unit shall not be forfeited due to promotion into management service.

7. Seniority shall be forfeited by discharge for cause, voluntary termination, or, after layoff, by removal from all recall lists pursuant to "Section IV" of this article, transfer or promotion out of the bargaining unit.

8. Service is broken for purposes of this Article by discharge; voluntary quit from employment with Multnomah County; or transfer out of the bargaining unit except employees who have not completed a probationary period following promotion will be returned to the position previously held; employees who do not complete an initial trial

service period; or, expiration of the layoff list.

III. Layoff

A. Employees Affected

1. Should the County find it necessary to reduce the number of Dentists through layoff, the County will identify the clinic and provider category from which the layoff shall be made and the Dentist at the clinic in the provider category of the position being eliminated with the lowest length of service will be affected.

2. Provider categories shall be defined as: a) General Dentistry (including Corrections Health) non-Preferred Providers; b) Pediatric Preferred Provider; c) Oral Surgery Preferred Provider; and d) Endodontics Preferred Provider.

B. Layoff Rules

The County will notify employees affected by layoff of their reassignment or layoff, according to the provisions of this section.

C. Reassignment of Employees During a Layoff

Employees holding positions to be discontinued will be subject to the following order of seniority:

1. Reassignment to a position, or if the employee does not have enough seniority, then

2. Layoff

D. Non-Regular Employees During a Layoff

1. Temporary, non-regular initial trial service, and other employees who do not have regular status and who are occupying budgeted positions will be terminated before employees with regular status are affected by layoff. Employees without status that are terminated will not be placed on recall lists and do not have bumping rights.

2. Probationary employees laid off will be placed on reinstatement lists for one year from the date of their layoff. They may, at the County's discretion, be reinstated if there are no employees who are on a recall list. Probationary employees who are reinstated will be treated as if they have been on a leave of absence for purposes of computing seniority and length of probationary period.

E. Layoff Processing for Employees on a Leave of Absence Without Pay

1. Employee notification

Employees who are on a leave of absence without pay which is scheduled to continue after the layoff effective date and are expected by the County to be affected by an upcoming layoff process will be notified in writing and given an option to return from leave.

2. Use of positions during the layoff process

If no response is received by the County within five (5) days of written notification, or if the employee declines to return from leave of absence, or if the employee is unable to return from leave of absence, the position from which the employee is on leave of absence will be treated as a vacant position during the layoff process and will be available to be filled by another employee who is affected by the layoff process, according to the provisions of this article.

3. Return from family medical leave without pay

After a layoff process affecting the employee's classification has occurred, employees who are on Family Medical Leave without pay immediately prior to returning to work will return to the position formerly held, and the employee occupying that position will be reassigned according to seniority pursuant to this article.

4. Return from other leave without pay

After a layoff process has occurred, employees not on Family Medical Leave without pay immediately prior to returning to work will be reassigned according to seniority pursuant to this article.

5. Recalculation of seniority after leave of absence without pay

All employees on leave of absence without pay that exceeds thirty (30) days will have their seniority recalculated upon their return from leave so that none of the time on the leave of absence without pay counts toward seniority per Section II.B.3 of this article.

IV. Bumping

A. Bumping Definition

The replacement of an employee with less seniority by an employee with more seniority.

B. The Bumping Process

1. Vacancies that are created and approved by the Board of County

Commissioners to be effective the day following the layoff date shall be treated as vacancies available during a layoff process.

2. Reassignment of employees to vacant positions within their provider category, if available, will always take precedence over their bumping another employee; where multiple vacancies within the Dentist's provider category are available, the employee will be reassigned based on their preference.

3. If bumping is necessary, the least senior employee within the provider category from which the layoff is being made will be bumped: a Preferred Provider may bump into General Dentistry, if they are the least senior employee in their Preferred Provider category but hold more seniority than the least senior General Dentistry provider.

4. By mutual agreement between the County and the Union, an employee in the General Dentistry category may take a vacant position in a preferred provider category, but will serve a ninety (90) day trial service period. If an employee is on paid leave or unpaid leave for more than fourteen (14) consecutive calendar days during the ninety (90) day trial service period, the trial service period will be extended by the length of the employee's absence. If during the trial service period the Dental Director determines that the employee is not satisfactorily performing the duties of the assignment, then the employee shall be removed from the assignment and, if no other bumping option is available, shall be placed on the recall list in accordance with Article 11.V.

5. Employees who are reassigned to a position pursuant to these provisions, and do not accept that position, will be deemed to have resigned.

6. Employees may not be reassigned to positions under this article unless qualified to perform the duties of that position. Employees may be denied rights otherwise available under these provisions only if they lack knowledge, skills, or abilities required for the position or patient population, that are not easily learned on the job within ninety (90) days. Employees may be required to take and pass qualifying examinations in order to establish their rights to specific positions.

V. Notice and Recall List

A. Employees who are subject to reassignment or layoff pursuant to the provisions of this article shall receive a notice in writing at least fifteen (15) days prior to

1 such action. The notice shall state the reason for the action and shall further state that
2 the action does not reflect discredit on the employee. The Union will be provided a copy
3 of the notice.

4 **B.** Employees who are laid off or reassigned between full-time and part-time
5 status will be placed on the recall lists within provider category, according to seniority.
6 Employees will be placed on all the recall lists that meet the criteria below. (For example,
7 employees who are reassigned from full-time to part-time will be placed on the recall lists
8 for full-time appointment)

9 1. Employees who are laid off will be placed on the recall list.

10 2. Employees who are reassigned from full-time to part-time will be
11 placed on the list for recall to full-time assignment.

12 3. Employees who are reassigned from part-time to full-time will be
13 placed on the list for recall to part-time assignment.

14 **C.** Employees will remain on a recall list for twenty-four (24) months from the
15 date of placement on the list. Within that time period, employees will be removed from the
16 recall list only under the following circumstances:

17 1. Upon written request of the employee; or

18 2. Upon their retirement; or

19 3. Upon acceptance of permanent recall from the list; or

20 4. Upon declining an offer of permanent recall; or

21 5. Upon the employee's failure to respond to a certified letter sent to the
22 employee's last known address within fourteen (14) days of mailing;

23 6. Disciplinary termination for cause; or

24 7. Failure to maintain Oregon Board of Dentistry licensure.

25 **D.** Employees who are laid off and are on recall list(s) and return to permanent
26 County employment for any reason will be treated as if they have been on a leave of
27 absence without pay for the purpose of computing seniority.

28 **VI. Recall**

29 **A.** Employees on a recall list will be certified in order of seniority, before
30 applicants who qualify through examination, provided they are qualified to perform the
31 duties of the position. Employees on a recall list shall be offered appointment to

vacancies, in order of seniority, except when they lack knowledge, skills or abilities required for the position that are not easily learned on the job within ninety (90) days. Employees may be required to take and pass qualifying examinations in order to establish their rights to specific positions. The hiring manager is required to state in writing what qualification(s) the employee lacks that the position requires. The employee will remain on the recall list for certification to other vacancies during their term of eligibility.

B. Failure to recall an employee, except as provided above, will be deemed a dismissal of that employee for cause and will be reviewed and processed according to the provisions of Article 14 - Disciplinary Action.

VII. Seniority Application

A. The above terms for determination of seniority shall apply not only to the layoff process, but also to other situations in which seniority is applied, including total service for the purpose of vacation accrual rates.

B. Seniority determinations shall have no application to retirement matters.

C. The County agrees to make available to the Union upon request copies of any personnel list the County maintains regarding seniority or classification changes.

VIII. Posting Process

A. Seniority List Posting

County agrees to maintain up to date seniority list posted at all times. Updated list will be mailed to the Union.

B. Seniority List Appeal Process: Errors on new lists

Employees who have concerns about the calculation of their seniority on any new list shall consult with management and the Union. If an employee's concerns remain unresolved, the Union may file a formal written grievance at Step 3 of the grievance procedure.

IX. Seniority of and Bumping by Exempt Employees

A. The only exempt employees who may bump into the bargaining unit are those who have previously been a member of the Dentist Bargaining Unit.

B. Only time served in the Dentist Bargaining Unit shall apply for bumping purposes.

ARTICLE 12
PERSONNEL FILE

I. Definition

For the purposes of this article “personnel file” refers to the formal file of personnel documents maintained by Health Department Human Resources Office.

II. Access to Personnel File Materials

A. An employee or their representative, with the written consent of the employee, may inspect that employee’s personnel file. Upon written request, an employee or their authorized representative will be given a copy of any material in the employee’s personnel file.

B. An employee will be given a copy of any statement written for inclusion in the employee’s personnel file concerning the employee’s conduct or work performance.

III. Written Response

An employee may respond in writing to any item placed in their official personnel file. Any written response will become a part of the file.

IV. Removal of File Materials

A. An employee may request to have removed from their personnel file any letter of reprimand which is more than two (2) years old. If the subject of the discipline is not demonstrably related to client care, the letter shall be removed and shall not be considered in any subsequent disciplinary action.

B. A single letter imposing discipline more severe than a letter of reprimand, which is more than five (5) years old, shall be removed from an employee’s personnel file upon their request if the subject of the discipline is not demonstrably related to client care. If removed, the letter shall not be considered in any subsequent disciplinary action.

C. If there is more than one (1) letter imposing discipline which is more severe than a letter of reprimand on file, none of the letters may be removed until the most recent 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 if the subject of the discipline is not demonstrably related to client care.

1 **D.** For the purpose of this subsection “letter” includes all attachments.
2 Disciplinary actions which are eligible for removal under this provision but have not yet
3 been removed will not be considered in any subsequent disciplinary action.

4 **V. Performance Evaluation**

5 **A.** The parties jointly aspire that all bargaining unit members receive annual
6 performance evaluations. The County retains its Management Rights to develop, implement,
7 and revise performance evaluation processes, as it deems appropriate.

8 **B.** An employee has the right to attach a response to any evaluations in their
9 personnel file within thirty (30) days of the receipt.

10 **C.** Performance evaluations shall be signed (or otherwise electronically
11 acknowledged) by the employee’s supervisor, who shall bear ultimate responsibility for the
12 content of the evaluation.

13 **D.** Should a “360° Evaluation” be used, it shall not exclusively constitute the
14 evaluation process but rather may be a component of the performance evaluation.

15 **E.** County performance evaluation forms will include a section on individual training
16 and career development.

ARTICLE 13

EMPLOYMENT RELATIONS COMMITTEE

To promote harmonious relations and aid internal communications, the parties agree to establish a Dentists Employment Relations Committee ("DERC") within thirty (30) days following the signing of the contract. The County's DERC members will be the following or their designees: Health Department Director, Health Department Dental Director, Health Department Human Resources Director and a representative from the County's Labor Relations Division. The Union's DERC members will be the AFSCME Council Representative and no more than one (1) bargaining unit member from each clinic, who will be released from duty to serve on the DERC without loss of pay. In selecting members, the Union shall take into account such other considerations as are necessary to prevent disruption of operations.

The DERC will establish regular meetings every four (4) months that will occur in conjunction with the corresponding Provider Meeting. These DERC meetings will fall during normal working hours and will be scheduled insofar as practical to avoid disruptions and interruptions of work. The committee may discuss any matter pertinent to maintaining good employer-employee relations. Each party will attempt to give the other reasonable advance notice, insofar as practical, of the agenda items it wishes to discuss at the next meeting. The parties' first meeting shall occur within sixty (60) days following signing of this agreement by both parties.

ARTICLE 14
DISCIPLINARY ACTION

I. Forms of Discipline for Cause and Notice Requirements

Employees may, in good faith for cause, be subject to disciplinary action by oral or written reprimand, reduction in pay, suspension, dismissal, or any combination of the above; provided, however, that such action shall take effect only after the supervisor gives written notice of the action and cause to the employee and provides written notice to the Union. Oral or written reprimands do not require prior written notice.

II. Definition of Cause

Cause shall include misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, or failing to fulfill responsibilities as an employee as determined by the Dental Director, but subject to review under Article 15.IV. This article does not adopt any other definition or test of cause, but does not preclude either party from arguing any particular standard of cause.

III. Appeal Rights

A. Written Reprimand

Any regular, non-initial trial service employee who is reprimanded in writing shall have the right to appeal the reprimand to the Integrated Clinical Services (ICS) Director or designee.

B. Reduction in Pay, Suspension, or Dismissal

Any regular, non-initial trial service employee for whom reduction in pay, suspension, or dismissal is imposed shall have the right to request review of the imposed discipline within thirty (30) days of receipt of the letter imposing disciplinary action as set out in Article 15 – Settlement of Disputes, IV. Disciplinary Review Process. The employee shall submit the request either to the supervisor who imposed the discipline or directly to the Dental Director.

C. Other

Written documents (excluding performance evaluations) given to an employee that address deficient work performance/conduct and are not discipline may be appealed to the Dental Director.

1 **IV. Manner of Accomplishing Reprimands**

2 If the County has reason to reprimand an employee, every reasonable effort will be
3 made to accomplish the reprimand in a manner that will not embarrass the employee
4 before other employees or the public.

5 **V. No Abridgement of Rights**

6 Nothing in this contract shall be construed to abridge any employee's constitutional
7 or civil rights. Employees have the right to Union representation. If the employee so
8 desires, they shall be afforded Union representation.

ARTICLE 15
SETTLEMENT OF DISPUTES

I. 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:

II. Grievance Not Related To Discipline

A. Before filing a grievance concerning a non-disciplinary matter, the aggrieved employee and/or the Union will attempt to resolve the issue informally.

B. A grievance is filed when the grievant or the grievant's union representative submits a written statement of the grievance at the appropriate step of the grievance procedure. The grievant may use a grievance form provided by the Union or submit a memorandum containing the following information:

1. Name of the grievant(s)

2. The date of filing

3. A description of the relevant facts upon which the grievance is based and the explanation of the grievance

4. A list of the articles and sections of the contract allegedly violated

5. An explanation of how the alleged facts violate the articles/sections

6. A description of remedy sought

C. In order to be timely, grievances must be filed as follows:

1. Non-disciplinary grievances must be filed within thirty (30) days of the alleged violation of the contract, or within thirty (30) days of the date on which either the grievant or the grievant's representative became aware or should have become aware, of its occurrence. Whether or not the grievant or the union was aware of the alleged violation, no grievance may be filed more than sixty (60) days from the date of its occurrence. However, the sixty (60) day limitation cited above is not intended to affect the pursuit of grievances regarding alleged ongoing violations of the contract.

2. For the purposes of this article, as in the rest of this Agreement, "days" means "calendar days," unless otherwise specified. However, if the 15th and/or

final day, whichever is applicable, falls on a weekend or holiday, as defined in Article 7, Paid Leaves, Section III.B, except for floating holiday time, the 15th and/or final day will be considered the next business day immediately following the weekend or holiday.

3. Submissions at each step of the grievance procedure will be considered timely if they are mailed and postmarked, or otherwise actually delivered, by eleven-fifty-nine (11:59) p.m. of the last day. Failure on the part of the moving party to process grievances within the time limits at any step in accordance with the provisions of this Article shall constitute a waiver of the grievance. Timelines at any stage of the grievance procedure may be extended by mutual agreement between the County and the Union. The parties agree that the timelines for filing and responding to a grievance at any step will be held in abeyance from the last business day prior to the observed Christmas holiday to the first business day after the observed New Year's Day holiday.

D. Grievances will be filed at Step 1 of the grievance procedure (see Section III below) unless the County and the Union mutually agree to filing at a higher step.

III. Steps of the Grievance-Not-Related-To-Discipline Procedure

A. Step 1. The Immediate Supervisor:

Grievance submitted at Step 1 will be filed with the Dental Director or the Dental Director's designee. The Dental Director or the Dental Director's designee will respond in writing to the grievant or the grievant's Union representative within fifteen (15) days of receipt.

There will be a mandatory meeting either at Step 1 or at Step 2 of the grievance procedure to formally discuss the grievance. Unless an exception is agreed upon by the Union and the County, the meeting will be attended by the grievant, the Dental Director, a Health HR Representative, and the steward and/or other Union representative. If the grievance is a class grievance, a representative employee shall be deemed the grievant for the purposes of the mandatory meeting.

B. Step 2. The Department Director:

Grievances submitted at Step 2 and grievances unresolved at Step 1 may be presented by the grievant or the grievant's Union representative to the Department Director or the Department Director's designee. Unresolved grievances must be submitted within fifteen (15) days after the response is due at Step 1. The Department

1 Director or the Department Director's designee will respond in writing to the grievant or
2 the grievant's Union representative within fifteen (15) days of receipt.

3 **C. Step 3. Labor Relations:**

4 Grievances submitted at Step 3 and grievances unresolved at Step 2 may
5 be presented by the grievant or the grievant's Union representative to the Labor Relations
6 Manager or the Labor Relations Manager's designee. Unresolved grievances must be
7 submitted within fifteen (15) days after the response is due at Step 2. The Labor Relations
8 Manager or the Labor Relations Manager's designee will respond in writing to the grievant
9 or the grievant's Union representative within fifteen (15) days of receipt.

10 **D. Step 4. Arbitration:**

11 If the grievance has not been answered or resolved at Step 3, the Union
12 may, within fifteen (15) days after the expiration of the time limit specified in Step 3,
13 request arbitration by written notice to the County.

14 Within fifteen (15) days of submitting a grievance for arbitration, the Union shall
15 request a list of the names of seven (7) arbitrators from the State of Oregon Employment
16 Relations Board. The Union and the County shall select an arbitrator from the list by
17 mutual agreement. If they are unable to agree on a method, the arbitrator will be chosen
18 by the method of alternate striking of names, the order of striking to be determined by lot.
19 One day shall be allowed for the striking of each name. The final name left on the list shall
20 be the arbitrator. Nothing in this section shall prohibit the Union and the County from
21 agreeing upon a permanent arbitrator or permanent list.

22 The Union and the County agree that no less than five (5) days prior to any
23 scheduled arbitration hearing, they will mutually exchange copies of all exhibits and
24 names of witnesses intended to be offered at the hearing, except the work product of any
25 attorney or authorized representative involved.

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

31 The arbitrator shall be requested to begin taking evidence and testimony within

1 twenty-five (25) days after submission of the request for arbitration; and the arbitrator
2 shall be requested to issue their decision within thirty (30) days after the conclusion of
3 testimony and argument. The Union and the County hereby vest the arbitrator with
4 authority to compel the attendance of witnesses on behalf of either party by issuance of
5 a subpoena, the cost of which shall be borne by the party requesting the subpoena.

6 The arbitrator's decision shall be final and binding, but the arbitrator shall have no
7 power to alter, modify, amend, add to, or detract from the terms of this Agreement. The
8 arbitrator's decision shall be within the scope and terms of the Agreement and in writing.
9 Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days
10 prior to the date the grievance was first filed, and it shall state the effective date of the
11 award.

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

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

20 **E. Content of Grievances and Responses**

21 The parties agree that it is mutually beneficial if grievances and responses
22 contain adequate explanations of the position of the parties at each step of the process.
23 Failure to do so, however, will not be subject to grievance.

24 **IV. Disciplinary Review Process**

25 **A. Notice of Proposed Discipline**

26 Before imposing discipline of suspension or termination, the County must
27 provide the Dentist with a written Notice of Proposed Discipline no less than ten (10) days
28 before the date of intended imposition, followed by an opportunity to be heard prior to
29 imposition.

30 **B. Disciplinary Review**

31 **1.** If suspended or terminated, a regular, non-initial trial service Dentist

1 or their Union Representative may appeal the discipline by making a request to the Dental
2 Director within thirty (30) days of the date of imposition of discipline. A regular, non-initial
3 trial service Dentist who is denied removal of discipline from the Dentist's personnel file
4 under Article 12 - Personnel File may appeal the denial by making a request to the Dental
5 Director within fifteen (15) days of the date of notice of the denial. The Dentist appealing
6 the suspension or termination, or denial of removal of discipline, shall be entitled to
7 representation as set out in Section V. below.

8 **2.** Upon receipt of a request, the Dental Director will convene a
9 mandatory meeting to formally discuss the Disciplinary Action. Unless an exception is
10 agreed to by the Union and the County, the attendees shall include the employee who
11 was disciplined, their Union Representative, the Dental Director or their designee, a
12 representative from Health Human Resources, and a representative from Central Human
13 Resources Labor Relations. The Dental Director or their designee will respond to the
14 Disciplinary Appeal in writing within fifteen (15) days of the mandatory meeting. The Union
15 may appeal the Dental Director's/designee's response by notice to Central Human
16 resources Labor Relations within fifteen (15) days after receipt of the response.

17 **3.** Upon receipt of an Appeal of the Disciplinary Action, the Dental
18 Director will convene and impanel an *ad hoc* Discipline Review Committee. The
19 committee will have five (5) members:

20 **a.** Two (2) MCHD regular, non-initial trial service staff Dentists
21 (other than the individual subject to discipline) identified by the bargaining unit,

22 **b.** Two (2) currently or formerly Oregon licensed non-Local 88-5
23 unit member Dentists (which may include the Dental Director themselves), as selected by
24 the Dental Director, and

25 **c.** One (1) arbitrator, selected as set out in the second paragraph
26 of Subsection III.D. above.

27 **4.** The Dental Director will inform the panel of: 1) in the case of imposed
28 discipline, the identified concerns regarding the Dentist's performance, and the imposed
29 discipline and rationale for the imposed discipline; and 2) in the case of denial of a request
30 for removal, the demonstrable relationship to client care.

31 **5.** The Review Committee shall:

ARTICLE 15, SETTLEMENT OF DISPUTES

1 a. Convene an administrative hearing, Chaired by the arbitrator
2 selected by the parties, to receive evidence for the purpose of: 1) in the case of imposed
3 discipline, evaluating the Dentist's performance in an independent, neutral and objective
4 manner. In doing so, the Review Committee will use the performance expectations set
5 out by the Dental Director, relevant County, department, and program policies and
6 procedures, and other clinical practice-related resources as are relevant and appropriate;
7 and 2) in the case of denial of a request for removal, the relationship of the basis of
8 discipline to client care.

9 b. Determine whether: 1) in the case of imposed discipline, the
10 discipline should be upheld, modified, or vacated; and 2) in the case of denial of a request
11 for removal, whether a meaningful relationship to client care has been demonstrated.

12 c. The Committee Chair shall articulate in writing the
13 Committee's findings and the rationale for its recommendation.

14 6. The decision of the *ad hoc* Review Committee shall be final and
15 binding on the parties. The fees of the arbitrator shall be borne by the losing party, similar
16 to that described in Art. 15.III.D.

17 **V. Representation of Employees**

18 **A. The Union as Exclusive Representative**

19 1. The Union is the exclusive representative of bargaining unit
20 employees with respect to conditions of employment governed by this Agreement under
21 the State of Oregon Public Employees Collective Bargaining Act.

22 2. Attorneys who do not represent the Union or the County may appear
23 at grievance and disciplinary review meetings and hearings only at the mutual consent of
24 the Union and the County.

25 3. An employee may file a grievance through Step 3 of the grievance
26 procedure without the assistance of the Union; however, departure from the grievance
27 procedure described herein shall automatically nullify the Union's obligation to process
28 the grievance. Also, whether or not the employee seeks Union assistance, the Union must
29 be given the opportunity to be present when a settlement offer is made, and any
30 settlement must be consistent with the terms of this Agreement.

31 **B. Stewards**

1 **1. Definition and designation**

2 Employees selected by the Union as employee representatives shall
3 be known as "Stewards." The names of the stewards and the names of other union
4 officers and Council 75 representatives, who may represent employees, shall be certified
5 in writing to the County by the Union.

6 **2. Processing of grievances by stewards**

7 **a.** Upon notification to the grievant's supervisor of the name of
8 the grievant and the tentative cause of the grievance, or the name of the subject of a
9 disciplinary investigatory interview, a steward(s) responsible for the grievant's work area
10 may investigate and process grievance(s) at the work site during working hours without
11 loss of pay, or in the case of an investigatory interview, participate in such interview
12 without loss of pay. All efforts will be made to avoid disruptions and interruptions of work.

13 **b.** Employees meeting with their steward to process a grievance
14 will also be permitted to do so without loss of pay during working hours.

15 **c.** A steward may not process a grievance in any other work area
16 than the one to which the steward is assigned by the Union unless mutually agreed by
17 the Department and the Union.

18 **3. Chief steward**

19 There shall be one (1) Chief Steward. When there is no steward
20 assigned to the grievant's work area, the regular steward is unavailable, or by mutual
21 agreement between the Union and the Department, the assigned Chief Steward may
22 process a grievance. When a Chief Steward is unavailable or by mutual agreement
23 between the Union and the Department, the Union may designate a Union officer to act
24 as Chief Steward.

25 **4. Notification**

26 The Union shall immediately notify the County of the names of
27 Steward and Chief Steward appointments upon their selection.

ARTICLE 16

MODIFICATION OF WORK PERFORMED

BY THE BARGAINING UNIT:

CONTRACTING, INTERGOVERNMENTAL AGREEMENTS

I. Contracting

The County may contract or subcontract out work performed by employees in this bargaining unit regardless of impact on employees, including but not limited to layoff. In any instance in which such contracting or subcontracting would result in layoff, however, and the County is unable to find suitable or comparable alternative employment for the employees, this contracting or subcontracting will occur only if it was anticipated and considered as a part of the budgeting process and the Union Business Representative and/or President has been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual budget, referred to as the "Adopted Budget", or formal Board consideration of budget modifications.

Any contracting out of bargaining unit work under the terms of this article shall be bound exclusively by the exercise of the discretion of the Board of County Commissioners, and any appropriate elected executive, subject only to the limitations of this article and laws in effect at the time of execution of this Agreement, including but not limited to ORS 279B.030 to 279B.040. This exercise of discretion shall specifically not be bound by the requirements of any Initiative Petition, or law promulgated thereto, which becomes effective subsequent to the execution of this Agreement.

II. Intergovernmental Agreements

The County agrees to notify the Local 88 Business Agent and/or President when an Intergovernmental agreement which would affect the transfer of employees to or from the County is placed on the Board agenda. The County also agrees to provide Union with a specific plan and its probable impact relative to Intergovernmental Agreements involving employee transfer, when such Agreements are anticipated, at least thirty (30) days prior to formal Board consideration of budget modifications or the Board's adoption of the annual budget related to such a transfer.

1 **III. Rights and Benefits of Employees Involved in Consolidation, Merger, and**
2 **Acquisition of Positions**

3 **A.** The County and the Union recognize the provisions of ORS 236.610
4 through 236.650 in the event an employee of the County is transferred to another public
5 employer as defined under ORS 236.610(2) for reason of merger, consolidation or
6 cooperation agreement.

7 **B.** All employees acquired by the County as a result of merger, consolidation,
8 cooperation agreement, or acquisition of a facility, shall be entitled to all rights and
9 benefits granted employees under this Agreement and ORS 236.610 through 236.650.

ARTICLE 17
GENERAL PROVISIONS

I. No Discrimination

A. Contractually Prohibited Discrimination

1. 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, sexual orientation, political affiliation, gender identity, gender expression, source of income or family status. It is further agreed that there will be no discrimination against a person with a disability unless bona fide job related reasons exist as provided by the Americans with Disabilities Act and rules promulgated under its terms.

2. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement; provided that this responsibility shall be limited to those matters under the Union's influence or control, including but not limited to the behavior of shop Stewards and the contents of Union bulletin boards.

B. Legally Prohibited Discrimination and County Complaint Procedure

The County will maintain a complaint procedure for allegations of discrimination in violation of law.

II. No Prejudicial Harassment

A. Prejudicial Acts Prohibited

1. The County and the Union shall not condone and/or tolerate prejudicial remarks, actions, slurs, and jokes directed at, or expressed, or any other form of microaggression that are offensive to persons with disabilities, racial minority persons, persons having certain religious preferences or sexual orientation, or gender identity, or persons of a certain national origin or certain familial status or source of income.

2. Microaggressions are defined as commonplace and casual verbal, behavioral, or environmental indignities and denigrations, often unintentional or unconscious that repeat or reaffirm stereotypes and convey negative or derogatory messages based on the recipient's status in a racial minority or other non-dominant culture group.

1 **B. Sexual Harassment Prohibited**

2 No employee(s) shall be subjected to unwelcome sexual advances, requests
3 for sexual favors, or any form of verbal or physical conduct of a sexual nature that is
4 offensive, hostile or intimidating that interferes with the work performance of such
5 employee(s).

6 **III. Changes in Existing Conditions**

7 **A.** For the purpose of this Agreement, the term, "existing working conditions,"
8 means practices impacting mandatory subjects of bargaining which have been:

- 9 1. Clear and consistent;
10 2. Acted upon repetitively over a substantial period of time; and
11 3. Readily ascertainable as mutually accepted by the parties.

12 **B.** Existing working conditions shall be changed only after the Union has been
13 afforded opportunity to make suggestions and shall not be for arbitrary or capricious
14 reasons.

15 **C.** Disputes regarding the change of existing working conditions shall be
16 resolved through the grievance procedure beginning at Step 3.

17 **D.** No payment of monies made in error, or not authorized by proper authority,
18 shall be considered an existing condition.

19 **IV. Transfers**

20 **A.** Vacant bargaining unit positions will be posted internally for seven (7)
21 calendar days prior to external recruitment to allow regular status employees to exercise
22 the following transfer right.

23 **B.** Regular status employees shall be entitled to transfer within their current
24 provider category, as defined in Article 11.III.A.2. Additionally, Preferred Providers shall
25 be entitled to transfer into a General Dentistry vacancy.

26 **C.** In the event that two or more employees apply for transfer into the same
27 position, then the employee is eligible (but not entitled) to transfer, subject to their
28 supervisor's review and approval.

29 **D.** If no regular status employee bids on the position, then an initial trial service
30 employee is eligible (but not entitled) to transfer, subject to their supervisor's review and
31 approval.

1 **V. Loss of Personal Property**

2 **A. Procedure for Advancing Claims**

3 Employees who suffer a loss of personal property on County premises shall
4 be provided a claims form by the Risk Management Division upon request. Premises, for
5 this purpose, are defined as County facilities and vehicles. The Risk Management
6 Division shall provide the requesting employee with a determination in writing by the
7 County of the legal liability the County may have in the matter. The County will pay claims
8 for which it determines it has legal liability.

9 **B. Exclusion of Personal Vehicles**

10 Personal vehicles are expressly excluded from this provision. Loss or damage
11 to employees' personal vehicles is the sole responsibility of the employee.

ARTICLE 18

SAVINGS CLAUSE AND FUNDING

I. Savings Clause

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

II. Funding

The parties recognize that revenue needed to fund the wages, benefits, and budget-related existing conditions provided by the Agreement must be approved annually by established budget procedures. All such wages, benefits, and budget-related existing conditions 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.

ARTICLE 19
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 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 Article 4, Management Rights, unless such rights are specifically limited by the Multnomah County Code Chapter 9 or its successor and the Personnel Rules. The County and the Union, for the life of the 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 their designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

ARTICLE 20
TERMINATION

1
2
3
4 This Agreement shall be effective upon ratification by the Board of County
5 Commissioners unless otherwise provided herein, and shall remain in full force and effect
6 through the thirtieth (30th) day of June, 2022, subject to reopener exception set forth in
7 Article 8, Section 1.C. This agreement shall be automatically renewed from year-to-year
8 thereafter, unless either party shall notify the other in writing no later than January 31,
9 2022 that it wishes to modify the contract for any reason. The contract shall remain in full
10 force and effect during the period of negotiations.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 12th day of September, 2019.

MULTNOMAH COUNTY EMPLOYEES
UNION, LOCAL 88-5, AFSCME,
AFL-CIO (Dentists Unit)

MULTNOMAH COUNTY, OREGON



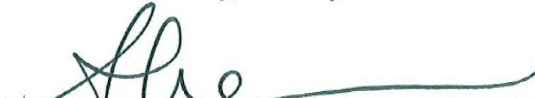
Dr. Maciej Dolata



Deborah Kafoury, County Chair



Dr. Sergey Kirpichenko



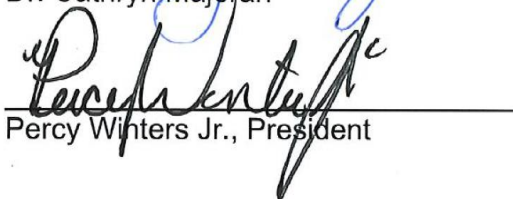
Sharon Meleran, Commissioner, District 1



Dr. Cathryn Majeran



Susheela Jayapal, Commissioner, District 2



Percy Winters Jr., President

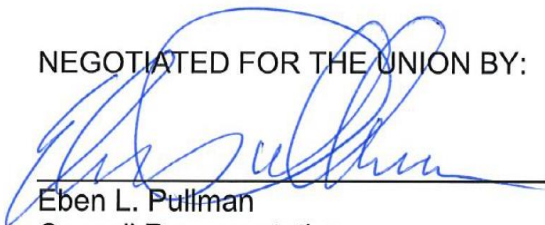


Jessica Vega Pederson, Commissioner,
District 3



Lori Stegmann, Commissioner, District 4

NEGOTIATED FOR THE UNION BY:



Eben L. Pullman
Council Representative
AFSCME Council 75

NEGOTIATED FOR THE COUNTY BY:



Steven E. Herron
Labor Relations Director
Department of County Management

REVIEWED:

Jenny Madkour, County Attorney
For Multnomah County, Oregon:



By: Kathryn A. Short
Deputy County Attorney

ADDENDUM A
SALARY SCHEDULE

**Schedule A – Current Range with Elimination of
Salary Range below \$134,968 and implement 3% Steps**

	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Semi-Monthly	\$5,623.67	\$5,792.38	\$5,966.15	\$6,145.13	\$6,329.49	\$6,519.37	\$6,714.95

**Schedule B – Retro to July 1, 2018
Proposed Range (3.6% adjustment)**

	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Semi-Monthly	\$5,826.12	\$6,000.90	\$6,180.93	\$6,366.36	\$6,557.35	\$6,754.07	\$6,956.69

**Schedule C – Retro to July 1, 2019
(3.9% Adjustment) and add Step to Top of Range**

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Semi-Monthly	\$6,053.34	\$6,234.94	\$6,421.99	\$6,614.65	\$6,813.09	\$7,017.48	\$7,228.00	\$7,444.84

ADDENDUM B

STEP PLACEMENT AND SENIORITY FOR BARGAINING UNIT MEMBERS

Dentist	Current	7/1/18 Placement Step	7/1/18 Equity Adjust.	Step on 7/1/19	First Half FY19 COLA & Step Adjust. Lump Sum	Class Seniority Date
Bell, Michael S	F-G	G		H	\$3,205.88	8/16/2013
Bokov-Chepa, Diana V	E	F	G	H	\$5,262.55	3/2/2017
Brady, Melissa J	F-G	G		H	\$3,479.28	11/24/2015
Brodsky, Alexander	G			H	\$2,900.64	8/5/1998
Dolata, Maciej	G			H	\$2,900.64	3/31/2015
Harewood, Lillian	D	E	F	G	\$7,428.00	4/6/2017
Hazeem-Layous, Ida	G			H	\$2,900.64	10/16/2014
Herzog, Jeanine L	E-F	F	G	H	\$6,623.02	7/5/2016
Hoang, Nhathi T	G			H	\$2,900.64	8/3/2004
Juson, Natalya	G			H	\$2,900.64	11/6/2014
Kemena, Nicole	D	E	F	G	\$7,770.48	10/26/2017
Kirpichenko, Sergey Y	F-G	G		H	\$4,112.28	11/5/2012
Leonard, Jerry W	G			H	\$2,900.64	9/11/2001
Liu, Ye (Lucy)	C-D		F	G	---	1/24/2019
Louie, Donna	G			H	\$2,248.46	11/18/1996
Majeran, Cathryn	F-G	G		H	\$3,290.46	8/2/2011
Milne, Kimberly A	G			H	\$2,063.28	9/18/2014
Moyer, Heather A	G			H	\$2,454.35	7/7/2008
Pang, Danielle	G			H	\$3,079.20	8/2/2013
Phromchotikul, Thasanavadee	G			H	\$1,462.83	7/22/2004
Plumb, Alicia J	G			H	\$2,535.49	12/3/2003
Runckel, William F	G			H	\$3,076.03	6/11/2015
Skourtes, Dan E	G			H	\$2,242.20	2/4/2003
Thanik, Gitanjali P	G			H	\$1,487.80	7/29/2014
Tu, Ann	G			H	\$2,480.36	4/30/2002
Vives Barreto, Ana	E	F		G	\$5,219.40	3/23/2017
Wineland, Emily	B-C		F	G	---	3/7/2019

ADDENDUM B, STEP PLACEMENT AND SENIORITY FOR BARGAINING UNIT
MEMBERS

ADDENDUM C
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 maintain a workplace, which is free of alcohol and drugs and free of the effects of prohibited alcohol and drug use.

II. 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 14, 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, solicitation and distribution of alcohol and drugs while on duty:

Employees shall:

a. Not possess, consume, manufacture, solicit or 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, solicit or 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 solicit, 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, solicitation and distribution of alcohol and drugs while off duty on County premises:

Employees shall:

- a. Not use, possess, solicit 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 .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 .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 their supervisor:

i. All drug or alcohol related arrests, citations, convictions, guilty pleas, no contest pleas or diversions which resulted from conduct which occurred while they were 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 **1.** The level of discipline imposed on non-probationary employees for
2 violation of the Alcohol and Drug Policy Work Rules above or other violations resulting from the
3 use of alcohol or drugs will be according to the provisions of Article 14, Disciplinary Action.

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

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

- 11 **a.** carrying firearms
- 12 **b.** work in the criminal justice system
- 13 **c.** responsibility for public safety or the safety of co-workers
- 14 **d.** handling narcotics or other controlled substances
- 15 **e.** handling hazardous equipment or materials
- 16 **f.** influencing the behavior of minors
- 17 **g.** holding a CDL

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

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

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

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

31 **iii.** the signatures of the employee's supervisor, the employee,
32 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 15, 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 may be required to undergo assessment at management's discretion, regardless of whether disciplinary action has been taken or a Last Chance Agreement entered into.

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.)

IV. 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.

1 **3.** Consistent with Federal law, employees in safety sensitive positions,
2 including but not limited to holders of CDL's and Bridge Operators, shall be subject to the
3 testing requirements of federal law, in addition to the requirements herein which apply to all
4 employees. For example, unlike other employees, employees in safety sensitive positions will
5 be subject to legally required random testing and testing following certain kinds of accidents.

6 **B. Establishing Reasonable Suspicion**

7 **1. Definition:**

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

16 **2. Supervisory training:**

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

21 **3. Lead Workers:**

22 When no supervisor is immediately present, lead workers who oversee
23 day-to-day work activities are "supervisors" for the purposes of establishing reasonable
24 suspicion and directing employees to be tested on that basis. This provision applies to lead
25 workers who supervise or act as lead workers as part of their job description.

26 **4. Additional Precautions:**

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

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

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

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

8 **C. Testing Methodology**

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

13 **1. Drug Testing**

14 **a.** Drug tests are conducted using urine specimens. In accordance
15 with CDL standards, the County will contract with a medical doctor trained in toxicology to act
16 as an MRO (Medical Review Officer). In the case of positive tests, the MRO will attempt to
17 contact employees to review preliminary positive test results with employees and any relevant
18 health care providers before the results are reported to the County. Based on their professional
19 judgment, they may change the preliminary test result to negative. The County will not be able
20 to distinguish a test result that is negative by MRO intervention from any other negative result.

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

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

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

2. Alcohol Testing

a. Alcohol tests are conducted using a breathalyzer screening test.

Employees who test 0.02 or higher will be required to submit to a confirmation test. Test results will be issued 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 the results by the County.

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

3. 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.

V. 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.

VI. 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 their 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 inpatient 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 (1) 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.

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

2

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

6

7 8. I realize that violation of the drug and alcohol rules and/or policies at any time in the
8 future is cause for termination without a pre-termination hearing.

9

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

12

13 **Disciplinary Action**

14 I understand that the disciplinary action imposed in the attached letter may not be grieved under
15 the grievance procedure in the Local 88 contract.

16

17 **Personal Commitment**

18 I pledge and agree to abide by the terms of this agreement. I understand that a violation of or
19 noncompliance with any of these terms will result in my being terminated without the right to a
20 pre-termination hearing. Further, I pledge to remain free of all illegal drugs and also not to
21 abuse legal drugs (including alcohol). I hereby consent to the County's contacting any
22 treatment or health care provider who may have information on my alcohol or drug dependency
23 condition and/or compliance with the terms of this agreement and authorize the provider to
24 furnish such information to the County.

25

26 I understand the terms and conditions of this letter. I also understand that, except as expressly
27 stated in this agreement, my terms and conditions of employment will be determined by the
28 County's policies and rules, and that this agreement does not guarantee me employment for
29 any set period of time. I have had sufficient time to study it away from the work place and to
30 consult anyone I desire about it. I sign it free of any duress or coercion. This letter will become
31 part of my personnel file.

32

33

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

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

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