
2025-2028



AGREEMENT

between

Multnomah County, Oregon

and

Multnomah County Employees Union

Local 88-4, AFSCME AFL-CIO

(Pharmacists Unit)



AFSCME LOCAL 88 WELCOMES YOU TO OUR WORKPLACE

AFSCME Local 88 welcomes you to Multnomah County. This agreement has been negotiated between our union the American Federation of State County and Municipal Employees (AFSCME) Local 88 and Multnomah County Management and covers you while employed with the County. It is the result of diligent and hard work conducted during contract negotiations or bargaining with committees from both Multnomah County management and Local 88 members. This agreement has been ratified by a vote of the membership and approved by the Board of County Commissioners.

AFSCME Local 88, received its charter in 1937 and today represents six sub-locals of members in the metropolitan area, the largest being general employees of Multnomah County, (which are covered by this contract). The other sub-locals include physicians, pharmacists, dentists and juvenile custody support specialists in Multnomah County as well as workers at Central City Concern and Transitions Projects Inc. Our Local is about 4,000 members strong and is a proud affiliate of Oregon AFSCME Council 75, AFSCME International Union, and the AFL-CIO.

AFSCME Local 88 operations are based upon the principles of trade union democracy, where participation is the cornerstone of success. Membership begins immediately after submitting a completed membership card — you can access an electronic version of the card with your smart phone by scanning the QR code below. Local 88 leaders: Local 88 Cabinet, Executive Board Members, Lead Stewards, and Stewards are available to answer questions, support Local 88 members and maintain quality working conditions. Stewards are members who receive training and are appointed and help advocate and represent other members in their work unit or department. Lead Stewards coordinate the efforts of stewards in one or more department(s) and help recruit, support and train new stewards. If you are interested in being a steward, reach out to a lead steward, staff representative or the local 88 cabinet. After being a member in good standing for one year, you may decide to run for the Local Union Executive Board. The Executive Board is composed of elected representatives and officers from each of the units and various sectors of the County and sub-locals. They meet monthly to conduct the business of the Local. Staff Representatives who work for Council 75 are assigned to work with our Local, which includes assisting Stewards with grievances, day-to-day issues, and supporting the mission and objectives of our union including internal organizing, leadership development, and collective bargaining.

Join us at our monthly General Membership meeting where we debate, review and make decisions, and hear about current issues and events. We look forward to you becoming a member and to your participation in our Local. Together we are transforming the workplace.

Union Office

Oregon AFSCME Council 75

ATTN: AFSCME Local 88

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Become a Member Today!
GO TO:
www.oregonafscme.org
Click "JOIN"



AFSCME Member Services Center 1-844-758-6466 or MSC@OregonAFSCME.org

Meetings are held virtually, please visit our website, afscmelocal88.org, to register.

- E-Board Meeting: first Wednesday of the month at 6:15 PM
- Steward/General Membership Meeting: third Wednesday of the month at 6:00 PM

2025-2028

**AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
MULTNOMAH COUNTY EMPLOYEES UNION
LOCAL 88-4, AFSCME, AFL-CIO
(Pharmacists Unit)**



**LABOR RELATIONS
501 S.E. HAWTHORNE BLVD., SUITE 300
PORTLAND, OR 97214
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This document is available in accessible format upon request

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2025-2028 AGREEMENT

Between

MULTNOMAH COUNTY, OREGON

And

MULTNOMAH COUNTY EMPLOYEES UNION

LOCAL 88-4, AFSCME, AFL-CIO

(Pharmacists Unit)

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and Local 88-4 Pharmacists Classification, of the American Federation of State County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

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

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

ARTICLE 2
RECOGNITION

I. Definition of Unit

The County recognizes Local 88-4 (Pharmacist Job Profile), 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 Pharmacist Job Profile, excluding supervisors and confidential employees.

II. Temporary List

The County shall, on a monthly basis, provide the Union with a list of temporary Health Department Pharmacists 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 Union shall provide the County with written certification of the current Union officers, stewards, and staff responsible for contract administration.

IV. Certification of County Designee

The County Labor Relations Director or designee will provide to the Union written certification of current designees responsible for Local 88-4 contract administration.

1

2 **ARTICLE 3**

3 **DEFINITIONS**

4

5 **I. Clinical Pharmacists**

6 An individual licensed by the State of Oregon to engage in the practice of clinical
7 pharmacy working within multidisciplinary primary care teams, including but not limited
8 to, comprehensive medication therapy management services, transitions of care
9 services, collaborative practice agreements, quality and performance improvement
10 activities, and consultation.

11 **II. Community Pharmacist**

12 An individual licensed by the State of Oregon to engage in the practice of pharmacy
13 whose primary role is to dispense medications, provide patient education, perform drug
14 utilization review, and engage with primary care providers to provide drug information and
15 coordinate care; in addition to supervision, direction, and control of Pharmacy Technician
16 activities as defined in Health Department policy.

17 **III. Float Pharmacist**

18 A pharmacist without a regularly assigned work location. Please see Article 7
19 Section IV.C. for conditions relevant to Float Pharmacists.

20 **IV. Full-Time Employee**

21 An employee regularly scheduled to work at least thirty-two (32) hours per week
22 or .8 FTE, or an employee regularly scheduled to work at least thirty (30) or more hours
23 per week or .75 FTE, if on a ten (10) hour per day schedule.

24 **V. Full-Time Equivalency (FTE)**

25 The number of hours an employee is normally scheduled to work per week divided
26 by forty (40). For example, the FTE for a forty (40) hour employee is 1.0 and for a twenty
27 (20) hour employee is 0.5.

28 **VI. Initial Trial Service Period:**

29 **A.** An employee serving a one (1) year period of initial trial service to determine
30 the employee's suitability for continued employment, such period to begin on the date of
31 the employee's appointment to and commencement of a regular status position. During

1 the period of initial trial service, the employee may be dismissed without recourse to the
2 grievance procedure if, in the opinion of the employee's supervisor, the employee's
3 continued service would not be in the best interest of the County.

4 **B.** Employees will receive a performance review after their first three (3)
5 months of employment, but before five (5) months, identifying any performance
6 deficiencies or concerns known at the time. Employees with identified performance
7 deficiencies or concerns will receive constructive feedback and clear, specific
8 expectations outlining the requirements for successful completion of their initial trial
9 service period. This provision does not preclude the identification of additional
10 performance deficiencies or concerns throughout the initial trial service period. The
11 County retains the right to terminate initial trial service employees at any time within the
12 applicable period.

13 **C.** If the County intends to dismiss an employee in initial trial service, it will
14 notify the Department Lead Steward, Local 88 Officers at the following email address:
15 88cabinet@afscmelocal88.org, and Union Representative, three (3) days prior to the
16 employee's dismissal, when possible. If the County is unable to notify the Union in
17 advance, it will send notice as soon as possible.

18 **VII. Limited Duration Appointment (LDA)**

19 **A.** Limited duration appointments may be made for special studies or projects
20 of uncertain or limited duration, which are subject to the continuation of a grant, contract,
21 award, or special funding (special funding is defined as funding that is designated as
22 limited in duration with the possibility of no continuation beyond a budget cycle). Limited
23 duration appointments shall be made only with agreement between the Union and Labor
24 Relations. If the Union does not object within fourteen (14) days of notice, then bilateral
25 agreement is implied. Such appointments shall be for a stated period not exceeding two
26 (2) years from the hire date of a limited duration employee, but may expire earlier. Limited
27 duration employees shall be scheduled on a full-time or part-time basis and receive
28 benefits and Union representation per this agreement.

29 **B.** B. A newly hired employee in a limited duration position is excluded from
30 layoff rights since the employee's appointment from the outset is determined to be time,

1 task, and work unit limited. Newly hired employees appointed under this section will only
2 accrue seniority pursuant to Article 11, Section II.

3 **C.** A regular employee appointed to a limited duration appointment shall be
4 reinstated to a position in the employee's former job profile for purposes of layoff or when
5 the limited duration appointment ends. Regular status employees will continue to accrue
6 seniority as if in their regular assignment.

7 **VIII. On-Call Employee:**

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

9 **IX. Part-Time Employee:**

10 An employee regularly scheduled to work at least twenty (20) hours per week or
11 0.5 FTE, but less than full-time.

12 **X. Pharmacist in Charge:**

13 A pharmacist designated on a pharmacy license as the pharmacist who has the
14 authority and responsibility for the pharmacy's compliance with laws and rules pertaining
15 to the practice of pharmacy, as defined by the Oregon Board of Pharmacy in Oregon
16 Administrative Rules (OAR) 855-115-0130.

17 **XI. Regular Employee:**

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

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

24 **B.** A non-initial trail service employee who has been transferred to the County
25 by intergovernmental agreement under Oregon Revised Statutes (ORS) 236.610 through
26 236.650.

27 **XII. Temporary Employee:**

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

ARTICLE 4
MANAGEMENT RIGHTS

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The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the department, determining the levels of service and methods of operation including 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 the employee's 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 employees 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 Dues

Deduction of membership dues must be authorized in writing, including by an electronic record or electronic signature. 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
2 listing of the following:

3 a. All new bargaining unit employees hired since the previous notice and
4 of all employees who terminated during 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, Job Profile seniority dates, work phone number, work email address,
7 work location, home mailing address, personal phone number, and personal email
8 address.

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

13 **B. Other Deductions**

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

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

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

28 **III. Union Representation**

29 **A. Contract Negotiations**

30 1. The County will release from their regular duties up to ten percent
31 (10%) of the Pharmacist bargaining unit or a number equal to the number of Health

1 Department Representatives, whichever is greater to participate on the union's bargaining
 2 team. Both parties will endeavor to appoint an equal number of representatives to their
 3 respective teams.

4 **2.** Observers and/or working staff sponsored by the Union or County
 5 may be in attendance with the negotiating teams based on mutual agreement.

6 **3.** Resource people may be called upon, based on mutual agreement,
 7 to make statements and answer questions at the negotiating meetings, but will not be
 8 permitted to be present after their statement and any questions are concluded unless
 9 otherwise mutually agreed.

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

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

16 **B. Grievances and Contract Administration**

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

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

21 **1. Bulletin boards**

22 The County agrees to furnish and maintain suitable bulletin boards in
 23 convenient places in each work area to be used by the Union. The Union shall limit its
 24 postings of notices and bulletins to such bulletin boards. All postings of notices and
 25 bulletins by the Union shall be factual in nature. Any questions regarding such bulletins
 26 may be directed to the designated Union representative for the respective department.

27 **2. Use of County Computers for E-Mail and Internet Connections**
 28 **Related to Union Business**

29 **a.** County communication systems may be used for Union business
 30 involving electronic communications or Internet connections in the following

1 circumstances, but only when such use is also in conformance with the other
2 requirements of this Agreement.

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

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

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

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

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

19 **vi.** The Local 88 President or designee may use the County's
20 electronic communication systems for the purpose of communicating with Local 88-4
21 members. All such communications shall comply with Multnomah County Personnel
22 Rules.

23 **vii.** Stewards will make every effort to avoid disruptions and
24 interruptions of work.

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

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

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

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

8 **D. Union Business**

9 There are three forms of time coding for Union Business time.

10 **1. Union Business (County Paid Time)**

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

18 **2. Union Business (Union Reimbursable Time)**

19 a. Any bargaining unit member selected by the Union to participate in
20 a Union activity as defined below shall be considered in Union Business (Union
21 Reimbursable Time) status and shall be granted such paid leave not to exceed forty (40)
22 hours (prorated based on the employee's FTE) per fiscal year, per member. An additional
23 forty (40) hours (prorated based on the employee's FTE) of paid Union Reimbursable
24 Time shall be granted upon request to any elected Union delegate selected to attend
25 official AFL-CIO or other certified AFSCME activities. Additional paid time may be granted
26 by mutual agreement of the parties. No more than one (1) bargaining unit member shall
27 be permitted to be on Union Reimbursable Time at the same time without express written
28 approval of the Pharmacy Director.

29 b. Union Business (Union Reimbursable Time) addressed in this
30 section would pertain to such activities as contract administration - such as time to cover
31 for staff replacement, time to attend training conferences such as arbitration/grievance

1 training; and time off to prepare for negotiations; Officers/Delegates Duties – such as
 2 attending AFSCME International Convention, Oregon AFSCME Council 75 convention,
 3 AFL-CIO Convention; Conferences/Other – Women’s Convention, appointment to
 4 AFSCME or other Union Board seat or committee; and other mutually agreed activities
 5 that would qualify for Union Business (Union Reimbursable Time).

6 c. Written notice of such time away from work shall be given to the
 7 affected employee’s immediate supervisor and to the County Labor Relations Director ten
 8 (10) working days in advance. The Union will make every effort to avoid disruptions of
 9 work. The Union shall reimburse the County for one hundred percent (100%) of the
 10 affected employee’s salary and fringe benefits (including pro-rata cost of workers
 11 compensation premiums, but excluding indirect administration or overhead charges) for
 12 straight time spent on Union activities conducted during regularly scheduled working
 13 hours. The County shall submit a monthly statement to the Union itemizing the amount of
 14 the Union’s reimbursement obligation, and may directly withdraw the amount required
 15 from a fund maintained with the County. Funds for this purpose shall be drawn from the
 16 existing interest-bearing account created under Article 5.III.E.2 of the County’s collective
 17 bargaining agreement with the Local 88 general unit. If the County incurs liability arising
 18 from the activities of a member engaged in Union Business during such reimbursed time,
 19 the Union further agrees to reimburse the County for losses caused by such activities, to
 20 the extent that such losses are attributable to the acts of the employee receiving continued
 21 compensation pursuant to this section. In the event of a dispute over the causation or
 22 amount of loss attributable to the actions of Union agents, the parties agree to arbitrate
 23 such dispute under Article 15 – Settlement of Disputes, unless such arbitration is
 24 inconsistent with the provisions of any applicable third-party insurance indemnification
 25 agreement, or unless binding arbitration might jeopardize the availability of coverage by
 26 a third-party insurer. County employees participating in such activities will be allowed to
 27 do so without loss of pay.

28 **3. Union Business (Unpaid) Leave**

29 Employees selected by the Union for such activities that are considered
 30 political activities including political training, conferences, committees, or appointments,
 31 and time off to work on an election race are considered Union Business (Unpaid) Leave.

1 Employees requesting such time off under this section would be governed by the notice
2 requirements and time limits, unless mutually agreed otherwise, of Union Reimbursable
3 Time.

4 **E. Union Business – Employment Status**

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

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

12 **F. Visits by Union Representatives**

13 The County agrees that accredited representatives of the American Federation
14 of State, County and Municipal Employees, AFL-CIO, whether local Union
15 representatives, Staff Representatives, or International representatives, upon reasonable
16 and proper introduction, shall have reasonable access to the premises of the County at
17 any time during working hours to conduct Union business. The Union agrees that such
18 visits will not interfere with the County's operations.

19 **IV. Technology, the Union, and the Workplace**

20 The use of information technology in the workplace will be consistent with federal
21 and state laws, County policies and rules for public records, ethics and conduct of
22 employees, and Multnomah County Personnel Rules (MCPR), including but not limited
23 to, MCPR 3-35 Use of Information Technology, MCPR 3-36 Social Media, and MCPR 3-
24 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 a different 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

1 leased facilities and County meetings, including but not limited to Multnomah County
2 Board 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 the employee's supervisor or manager not to report to work, will be paid at the employee's regular rate for the hours the employee was scheduled to work.

B. Salary Range for FY 2025-2026

1. Effective July 1, 2025, the salary and ranges of employees covered by this Agreement shall be increased by two and four-tenths percent (2.4%).

Upon full ratification of the collective bargaining agreement by both parties, the Pharmacist job profile will also receive a market adjustment of one point four five percent (1.45%).

C. Salary Range for FY 2026-2027

Effective July 1, 2026, the salary and ranges of employees covered by this Agreement shall be increased by an amount equal to the percentage increase in the West-Size Class A Consumer Price Index for Urban Wage Earners and Clerical Workers between the second half of 2024 and the second half of 2025. The minimum percentage increase shall be no less than one percent (1%) and the maximum percentage increase no more than four percent (4%).

Effective July 1, 2026, the salary and ranges of employees covered by this Agreement shall be adjusted if the County rates fall below the market average. Market average is defined as:

a. Current comparables are: Clackamas County, State of Oregon, King County, City/County of San Francisco, San Mateo County, Sacramento County, and Virginia Garcia. If either party wants to propose additional comparables, they will be negotiated at the start of the market adjustment review per the Expedited Bargaining Process as outlined in Oregon Revised Statute (ORS) 243.698.

1 **b.** Comparable market rate reviewed will be the Pharmacist job profile,
2 comparing Multnomah County Pharmacist job profile with comparables that are similar in
3 duties and responsibilities.

4 **c.** Comparable pay rates shall be the pay rates effective July 1, 2026,
5 taking into consideration delayed implementation subject to finalize wage rates which are
6 subject to such actions as contract negotiations/finalized salary studies. Multnomah
7 County pay rate for purposes of comparison shall include appropriate July 1, 2026
8 Consumer Price Index (CPI) adjustments.

9 **d.** Market adjustment increase shall be equal to the percentage that
10 Multnomah County rates are below the market average rounded to a tenth of a percent.
11 July 1, 2026 CPI increase shall be based on July 1, 2025 wage rate plus any market
12 adjustment.

13 **D. Salary Range for FY 2027-2028**

14 Effective July 1, 2027, the salary and ranges of employees covered by this
15 Agreement shall be increased by an amount equal to the percentage increase in the West
16 Size Class A Consumer Price Index for Urban Wage Earners and Clerical Workers
17 between the second half of 2025 and the second half of 2026. The minimum percentage
18 increase shall be no less than one percent (1%) and the maximum percentage increase
19 no more than four percent (4%).

20 **II. Salary Administration**

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

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

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

30 **D.** An employee not at a maximum of their pay range shall receive an
31 anniversary step increase on July 1 of each year. Employees who are appointed to and

1 commence working in a position during the three (3) months prior to July 1 are not eligible
2 for a step increase until the following July 1.

3 **III. Work Schedules**

4 **A. Posting of Work Schedules**

5 Work schedules showing work days and hours of work are posted and made
6 accessible to employees at all times. Management may change work schedules with
7 fourteen (14) days' notice to an affected employee, or with less notice if such notice is
8 voluntarily waived in writing by the employee; such notice may be made by email.

9 **B. Work Location**

10 Each employee will have a primary work location/clinic.

11 **C. Meal and Rest Periods**

12 Employees scheduled to work-at least eight (8) hours per day will be provided with
13 rest periods and meal breaks.

14 **D. Alternative and Flexible Work Schedules**

15 **1. Assessment of Alternative Schedule Options**

16 The Union and the County recognize that flexible or alternative
17 schedule arrangements are of interest to both parties. While Operations are not currently
18 prepared to accommodate these schedules, the County will notice the Union if/when the
19 department is prepared to offer this opportunity.

20 **E. Voluntary Reductions in Hours**

21 **1.** Annually, the County will survey Pharmacists, who have completed
22 their trial service period, to determine if there is interest from one or more employees to
23 voluntarily reduce their Full-Time Equivalency (FTE).

24 **2.** The County will review and approve an employee's request to
25 voluntarily reduce their FTE based on manager discretion, operational needs, and
26 availability of budget.

27 **IV. Premiums**

28 **A. Bilingual Premium**

29 **1.** A differential of two percent (2%) of the base rate will be paid to
30 employees who have been directed to interpret or translate to and from English to
31 another language (including the use of sign language). Direction to interpret or

1 translate may come in the form of:

- 2 a. A language KSA has been assigned for the position.
- 3 b. An employee has received direction from management to
- 4 interpret or translate on a routine basis.
- 5 c. Because of their assigned duties, an employee is routinely
- 6 interpreting or translating in the course of their employment with the County.
- 7 d. In all the above circumstances, bilingual pay premium shall be
- 8 paid on all hours worked.

9 2. Bilingual pay will be paid on an *ad hoc* basis where an employee is

10 interpreting or translating but not on a routine basis. In such cases, the premium will be

11 paid for hours worked conducting interpretation or translation, in one-hour increments,

12 at the flat rate of \$2.00/hr. Annually, bilingual pay will increase by the same percentage

13 as the COLA as indicated in Article 7, Section I.

14 3. The County retains the right to set fluency requirements or standards

15 under this Section as long as those requirements are being applied evenly to other

16 employees.

17 **B. Same-Day Reassignment Premium**

18 **1. Definition**

19 Same-Day Reassignment is when an employee, who is not in a permanent

20 float position, is temporarily required to work their assigned hours at an alternate work

21 site other than their regular work site, but within the same program or division. Same-

22 Day Reassignment will only be used to meet minimal operational requirements.

23 2. A premium of four dollars and seven cents (\$4.07) per hour will be

24 paid to a Pharmacist who gets a same-day reassignment to an alternate work site other

25 than their previously scheduled work site. Annually, the same-day reassignment pay will

26 increase by the same percentage as the COLA as indicated in Article 7, Section I.

27 3. Pharmacists designated to regularly float between work locations will

28 be assigned a reporting location for each of their assigned shifts. If a Float Pharmacist

29 gets a same-day reassignment to a reporting location different from where they were

30 scheduled, they will be eligible for the Same-Day Reassignment premium.

1 **4.** Same-Day Reassignment will only be used to meet minimal
2 operational requirements. When determining same-day reassignments the County will
3 first request volunteers. In the event that there are not a sufficient number of volunteers,
4 the County may involuntarily assign duty by inverse order of seniority (PICs are excluded
5 from the seniority order for this purpose). Under no circumstance will same-day
6 reassignments impact employees at a pharmacy that is at minimum staffing levels.

7 **5. Reporting Location, Time and Mileage Reimbursement**

8 Generally, employees who are given Same-Day Reassignment will
9 first report to their regular work site then travel to the alternative work site, and return to
10 their regular work site when released from the alternative work site, and the time traveling
11 to and from the alternative work site will be included in the employee's regular work
12 hours. Employees relocating from their regular work location will be expected to arrive
13 within one hour based upon location change and traffic conditions. (Example: A sick call-
14 out the morning of, and the same day reassignment is made that morning.) Employees
15 traveling from home will be expected to arrive at their usual start time unless
16 arrangements have been made with the management team. (Example: A sick call out
17 is received the day before, and same day reassignment is made the day before.) If the
18 commute mileage is greater than the employee's commute mileage to the regular work
19 site, they will be compensated for the mileage difference. Employees reassigned will be
20 entitled to mileage reimbursement in an amount reflecting the distance between the
21 employee's regular work site and the work site to which they are reassigned.

22 **6. Orientation**

23 Employees will receive or have been previously given information
24 needed to work at the location to which they are reassigned, including the layout of the
25 location, codes and passwords necessary to do their work, and the location of
26 supplies. Employees will receive orientation appropriate to the location and their
27 assignment, taking into account the employee's previous experience and familiarity with
28 that location. If during the reassignment the employee is asked to perform a task or
29 procedure that the employee does not feel qualified or trained to perform, the employee
30 should immediately ask a supervisor who will assign the employee a different task or
31 procedure consistent with the employee's skills and competencies.

1 **C. Pharmacists In Charge (PIC) Premium**

2 1. A differential of five percent (5%) will be paid to employees who are
3 designated as Pharmacist In Charge (PIC).

4 2. Employees who are designated as PICs will be allowed to flex their
5 time when required to perform PIC duties outside of their regularly scheduled hours. The
6 employee and management shall work together to coordinate flex time in order to
7 minimize operational impacts.

8 **V. Deferred Compensation Plan**

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

12 **VI. Retirement**

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

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

19 **C.** The County will "pick up" the employee contribution to PERS and OPSRP
20 as permitted by ORS 238.205 and ORS 238A.225.

21 **VII. Retiree Medical Benefits**

22 **A. Right to Participate**

23 An employee meeting the eligibility requirements specified in MCC 9.510
24 through 9.530, except MCC 9.520 (B) and MCC 9.520 (D), at the time of separation from
25 County employment is eligible to enroll in the Multnomah County Retiree Health Plan at
26 separation, is eligible for a subsidy if terms in MCC 9.530 are met, and may continue to
27 participate until eligible for Medicare due to age or disability. Coverage of eligible
28 dependents uniformly terminates when coverage of the retiree terminates, or the
29 dependent becomes eligible for Medicare due to age or disability, except as otherwise
30 required by applicable state or federal law.

31 **B. Choice of Plan**

1 To the extent members are permitted to choose from among two (2) or more
2 health insurance plans, retirees shall be permitted to choose among the same plans
3 under the same conditions and at the same times as apply to members. Retirees
4 participating in the members' health insurance plan shall be subject to the application of
5 any change or elimination of benefits, vendor, administrator or administrative procedure
6 to the same extent and at the same time as members.

7 **C. Requirement to Continuously Participate**

8 1. In addition to the other requirements of this section, continued
9 healthcare participation or benefit of County contributions is conditioned on the retiree's
10 continuous participation in a County sponsored medical and/or dental insurance plan from
11 the time of retirement, and upon the retiree's timely payment of the applicable retiree
12 portion (i.e., fifty percent (50%) or one hundred percent (100%) as applicable) of the
13 monthly premium. Except as described below in subsection 2, failure to continuously
14 participate or make timely and sufficient payment of the applicable retiree portion of the
15 monthly premium shall terminate the retiree's rights under this section.

16 2. A retiree will be allowed to leave County medical and dental
17 coverage, and then opt back on to a County plan, as a one-time opportunity. To receive
18 this benefit the retiree must demonstrate continuous coverage under another dental plan
19 or under a medical plan that meets the Minimum Essential Coverage (MEC) requirements
20 set forth under the Affordable Care Act (ACA) and is not coverage in the individual market.
21 The retiree must enroll within sixty (60) calendar days of loss of coverage under the non-
22 County plan. The effective date of coverage will be the first day of the month on or after
23 receipt of all enrollment forms.

24 3. The County shall inform the retiree of the identity and mailing
25 address of the County's collection agent and acceptable forms of payment at the time the
26 retiree signs up for continued post-employment medical and/or dental insurance
27 coverage, and shall inform the retiree of changes in collection agent not less than forty-
28 five (45) days in advance of the effective date of such change.

29 **VIII. Transportation Reimbursement**

30 **A. Automobile/Mileage**

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

4 **B. TriMet Pass**

5 The County shall provide a TriMet pass for employees who are eligible to
6 enroll in the Tri-met Pass Program as set out in MCPR 4-20-100.

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

8 **A.** The County shall pay the full cost of bargaining unit members' Oregon
9 Board of Pharmacy Licensure Fees in accordance with the biennial Pharmacist License
10 renewal schedule.

11 **B.** The County will pay the cost of one relevant professional board certification
12 per Pharmacist, contingent upon passing the board certification examination, up to six
13 hundred dollars (\$600). The County will also pay for the cost of the associated
14 maintenance fees and re-certifications, not to exceed four hundred dollars (\$400) per
15 year.

16 **C.** The County will continue to pay for the full cost of each employee's
17 subscription to the "Pharmacist Letter".

18 **D.** In addition to the license fee above in Section IX.A., the County will provide
19 five hundred dollars (\$500) every year per employee for fees and expenses associated
20 with Professional Association membership and/or attending Continuing Pharmacy
21 Education training. Those employees assigned less than point eight Full Time
22 Equivalency (0.8 FTE) shall receive a reimbursement on a pro rata basis. Proposed
23 Professional Association membership and CPE training must be pre-approved by the
24 employee's supervisor. Payment may be made later than the end of the fiscal year in
25 which the cost was incurred, in accordance with Multnomah County policies and
26 procedures. If the cost was incurred in the last two (2) weeks of the fiscal year, the
27 employee will have one (1) week to submit for reimbursement in accordance with
28 Multnomah County policies and procedures.

29 **E.** Full-time employees shall be given two (2) days paid release per fiscal year
30 to attend Continuing Pharmacist Education training with pre-approval by the employee's

1 supervisor. Those employees assigned less than point eight Full Time Equivalency (0.8
2 FTE) shall receive one (1) day paid release time for the same purposes.

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

7 **G.** The County will pay for the cost of CPR training for employees who maintain
8 their certification, including those who voluntarily do so, not to exceed one hundred dollars
9 (\$100) every twenty-four (24) months.

10 **X. Temporary Appointments to a Non-Bargaining Unit Job Profile**

11 When an employee is temporarily appointed to a non-bargaining unit job profile,
12 written verification of the temporary appointment will be placed in the employee's
13 personnel file and the employee will be notified of the appointment in writing. The following
14 provisions will apply:

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

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

18 **C.** The employee's accrual and use of paid leave will be governed by the rules
19 applying to permanent employees in the exempt job profile;

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

22 **E.** The employee will pay Union dues or such alternatives as are provided by
23 Article 5, and will continue to be represented by 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 twenty (20) hours but less than thirty-two (32) hours per week however, are 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 prescription coverage, routine vision included with all plans except for Moda Major Medical) will be calculated as a percentage of the total monthly premium by coverage tier as follows:

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

1 **b. Part-Time Employees**

2 Each eligible Part-Time active enrolled employee's monthly
3 contribution for the purchase of a medical benefit plan coverage (which includes
4 prescription coverage, routine vision included with all plans except for Moda Major
5 Medical) will be calculated as a percentage of the total monthly premium by coverage tier
6 as follows:
7

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

8
9 **3. Dental Benefit Plan Contributions**

10 **a. Full-Time Employees**

11 Each eligible Full-Time active enrolled employee's monthly
12 contribution for dental benefit plan coverage will be calculated as a percentage of the
13 monthly premium by coverage tier as follows:
14

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

1
2 **b. Part-Time Employees**

3 Part-time employees may receive dental benefits upon
4 payment of fifty percent (50%) of the total monthly premium by coverage tier as
5 follows:
6

Part-Time Employees		
Dental Plan	County Contribution	Employee Contribution
Delta Dental 50 Plan	50%	50%
Willamette Dental Group Plan	50%	50%
Kaiser Dental 15 Plan	50%	50%

7
8 **B. Health Care Cost During the Term of Agreement**

9 The County agrees to notify the Union any time there is a proposed change
10 in plan design or optional changes proposed by vendors that would impact plan design
11 cost or plan designs, and to meet with the Union upon request. Objections to plan or plan
12 design changes mandated by a vendor that cannot be resolved by meeting shall be
13 subject to impact bargaining. Mandated coverage changes due to Federal or State laws,
14 rules, or regulations shall be presented to the Union but will be implemented by the
15 County as required by law.

16 The Union and the County have shared interest in addressing increasing health
17 insurance costs. In an effort to collaborate together over quality health plans, design
18 changes and cost management, the parties agree to participate on the Employee Benefits
19 Advisory Team (EBAT) with such other County employee bargaining units that agree to
20 participate, to review and consider health plans, design changes and cost sharing
21 features. The EBAT will be advisory only, and will report member recommendations to
22 the County Chair. EBAT does not preclude the parties from entering into any
23 Memorandum of Agreement (MOA) authorizing mutually agreed-upon plan changes. The
24 Union will be entitled to one representative bargaining unit member on the EBAT; in

1 addition, all AFSCME-represented bargaining units shall collectively be entitled to an
2 AFSCME Council Representative participation on the EBAT.

3 **C. Employee Contribution**

4 Employee's contributions will be made through payroll deductions.
5 Enrollment in a County sponsored medical benefit plan coverage and associated
6 employee contribution is mandatory for employees who do not "Opt-Out" of medical
7 benefit plan coverage.

8 **D. Major Medical Plan Rebates**

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

11 **E. Opt-Out of Medical Plan Benefits**

12 **1.** Employees may elect to Opt-Out of the County's medical benefit plan
13 coverage by making that election during the Benefit Enrollment process. Employees
14 making such an election must provide annually an affidavit or other qualifying proof of
15 other Minimum Essential Coverage (MEC) as defined under the Affordable Care Act
16 (ACA) which is not coverage in the individual market in order to continue to opt-out.
17 Employees will not be eligible to change their election until the County's official annual
18 open enrollment period, unless the employee experiences an IRS recognized family
19 status change event that would allow a mid-year health plan election change or qualifies
20 for Special Enrollment under HIPAA.

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

22 Full-Time employees who Opt-Out of medical benefit plan coverage
23 will receive a reimbursement paid by the County of two hundred-fifty dollars (\$250) (gross)
24 per month into the employee's individual VEBA account.

25 **3. Part-Time Employees Who Opt-Out**

26 Part-Time employees who Opt-Out of medical benefit plan coverage
27 will receive a reimbursement paid by the County of one hundred twenty-five dollars (\$125)
28 gross per month into the employee's individual VEBA account.

29 **4.** Employees may also elect to decline dental plan coverage through
30 the County. However, there is no reimbursement associated with declining dental
31 coverage and no proof of other dental coverage is required. Employees will not be eligible

1 to change this election until the County's official annual open enrollment period unless
 2 the employee experiences an IRS-recognized family status change event that would allow
 3 a mid-year health plan election change or qualifies for Special Enrollment under HIPAA.

4 **F. Successor Plans and Vendors**

5 In the event that any of the current benefit plans become unavailable, the
 6 County agrees to provide to affected employees a substitute plan for the same service
 7 delivery type, if available, at substantially the same or better benefit levels. If a plan or
 8 vendor is discontinued and no substitute plan is available of the same service delivery
 9 type, the employee will be offered the option to enroll in an alternative service delivery
 10 plan.

11 If the County chooses to change from a vendor or a plan which is still available,
 12 the County agrees that the overall existing level of benefits for each plan will be duplicated
 13 as closely as possible but will not be reduced.

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

19 **II. Other Benefits**

20 **A. Life Insurance**

21 The County agrees to provide each employee covered by this agreement
 22 with term life insurance in the amount of one times (1x) their annual salary up to a
 23 maximum of two hundred fifty thousand dollars (\$250,000). Retirees of Multnomah
 24 County with at least ten (10) years of service with the County will be provided with two
 25 thousand dollars (\$2,000) term life insurance coverage . Employees will designate their
 26 beneficiaries. Employees, at their option, may purchase supplemental term life insurance
 27 coverage consistent with vendor contract(s) by payroll deduction. Premiums will vary
 28 according to the age of the insured.

29 **B. Disability**

30 **1. Short-Term Disability**

1 All bargaining unit employees will be covered by the County-paid
2 short-term disability insurance program, at the following coverage level: Sixty Percent
3 (60%) of base earning up to One Thousand Five Hundred Dollars (\$1,500) per week.

4 **2. Long-Term Disability**

5 a. The County will provide long-term disability insurance to all
6 members of the bargaining unit who are regularly scheduled to work at least half-time at
7 the following level: Sixty Percent (60%) of base earnings to Six Thousand Dollars (\$6,000)
8 per month.

9 b. The County will pay for COBRA medical and dental insurance
10 coverage for a period of up to six months beyond the month in which benefits would
11 normally terminate for an employee with an approved long-term disability claim. Members
12 must complete and return the COBRA enrollment form as required by law in order to
13 receive premium payments by the County. Employees who "Opt-Out" of benefits
14 coverage under the provisions of Article 8, Section I.E. of this Agreement will not be
15 eligible for continued County-paid coverage under this section.

16 **C. Long-Term Care**

17 Any bargaining unit employee covered by this agreement may participate in
18 a long-term care insurance program developed by the Union and the County (consistent
19 with vendor contracts), the monthly premiums to be paid individually through payroll
20 deduction.

21 **D. Voluntary Employees' Beneficiary Association (VEBA)**

22 1. The County will contribute an amount equal to one percent (1%) of
23 each Pharmacist's semi-monthly salary (excluding premium differentials) toward each
24 Pharmacist's Health Reimbursement Account (HRA) VEBA account. The 1% is a fixed
25 rate; however, the dollar amount of contributions will be impacted by COLA and step
26 increases. This HRA VEBA contribution will remain in place until the County or the Union
27 has given at least sixty (60) days' notice to the other party that it wishes to discontinue
28 the contribution or change the contribution amount.

29 2. If the request is to change the amount, such change can only be
30 made by mutual agreement of the parties with implementation of a new memorandum of
31 agreement reflecting the new amount.

1 **3.** If the contribution is discontinued, each step of the Pharmacists'
2 salary schedule will be increased by an amount equal to one percent (1%), effective with
3 the first pay period after the date the contribution is discontinued. Individuals who have
4 been placed on the salary schedule will therefore experience an increase in their base
5 salary. Pharmacists who are paid at a rate higher than their assigned step (and therefore
6 not paid according to the salary schedule) at the time of the salary schedule adjustment
7 will have their individual salary rate adjusted, effective with the first pay period after the
8 date the contribution is discontinued.

9 **4.** It is hereby agreed that the County will make an additional monthly
10 contribution to the HRA VEBA accounts of the Pharmacists who Opt-Out of medical
11 benefits per Article 8,Section I.E. in the amount specified in that agreement. This HRA
12 VEBA contribution will remain in place until the County or the Union has given at least
13 sixty (60) days' notice to the other party that it wishes to discontinue the funding
14 agreement. If the funding arrangement is discontinued, Pharmacists who Opt-Out of the
15 County's medical benefits would thereafter receive any monthly Opt-Out amount as a
16 gross monthly payment on the second paycheck of the month.

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. Calendars showing requested and approved periods of time of leave will be maintained for and viewable by all Pharmacists based on category (community and clinical).

2. The parties recognize that certain life events require confirmation of approved leave outside of the standard procedure, therefore *ad hoc* priority requests for a leave not exceeding a continuous three (3) week period made with nine (9) months

1 notice shall be reviewed on a first come first served basis. An employee may only cancel
2 a previously approved priority request prior to the time of the vacation bid covering that
3 block period.

4 **3.** If a request is denied, the employee may request a written
5 explanation from Pharmacy Management of how the scheduler attempted to resolve the
6 issue and came to the denial decision.

7 **E. Leave of Absence Accrual**

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

9 **F. New Hires**

10 Full-time employees new to County service receive the equivalent of their
11 entire first year vacation leave accrual upon appointment and commencement of work in
12 lieu of accruing vacation leave during the first year of employment. Full-time employees
13 newly rehired to County service are also eligible to receive the same benefit during the
14 first year of return to County service as long as they have had at least a two (2) year break
15 in employment with the County. Thereafter, vacation earnings and reporting is as
16 provided in this section.

17 **G. Payoff**

18 **1.** After one (1) year of County employment, unused accrued earned
19 vacation time shall be paid to the employee at their regular rate of pay at the time of
20 separation from service.

21 **2.** Employees who separate from County service prior to the end of one
22 (1) full year of employment will be paid only for the vacation accumulation to which they
23 would be entitled if it had been accrued at the time.

24 **H. Use of Accrued Vacation for Emergencies and Employee Wellness**

25 **1. Use of Emergency Leave and Employee Wellness Leave**

26 Employees may use up to twenty-four (24) hours of vacation leave
27 each calendar year for personal emergencies and employee wellness purposes.

28 **2. Emergency Leave**

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

1 **b.** Employees using Emergency Leave shall follow the reporting
2 of leave protocol unless the onset of the emergency is within one (1) hour of the
3 employee's scheduled reporting time, in which case the employee must follow their
4 department's call-in procedures as soon as possible.

5 **3. Employee Wellness**

6 Employees must provide their supervisor a minimum of one (1) week
7 advance notice of intent to use Employee Wellness Leave, unless extenuating
8 circumstances exist to provide shorter notice.

9 **4. Misuse and Failure to Properly Report**

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

13 **II. Paid Sick Leave**

14 **A. Definition and Allowable Use**

15 Sick leave is a leave of absence with pay which may only be used when the
16 employee is directly affected by any of the health conditions listed below, or when
17 specified others are affected by the conditions listed, and require the employee's care.
18 As used in this Article, "protected sick time" refers to sick leave protected under the
19 Oregon State Sick Time Law. The first forty (40) hours per year of "paid sick time," are
20 protected under Oregon's state sick leave law. Accrued sick leave taken in excess of forty
21 (40) hours per year is not covered or protected under the state sick leave law, but may
22 be considered protected leave under other state and federal laws.

23 **1. Specified Others**

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

- 26 **a.** Member of the employee's immediate household; or
27 **b.** The employee's spouse, parent, or children as defined in the
28 federal Family and Medical Leave Act (hereafter referred to as "FMLA"); or
29 **c.** The employee's parents-in-law, grandparents or
30 grandchildren as defined in the Oregon Family Leave Act (hereafter referred to as
31 "OFLA"); or

1 d. The employee's domestic partner as defined in Multnomah
2 County Personnel Rule § (MCPR 1-10-040; or

3 e. The children and parents of such domestic partner defined as
4 if the domestic partner was the employee's spouse; or

5 f. Any individual related by blood or affinity whose close
6 association with the employee is the equivalent of a family relationship.

7 g. For employees eligible for Paid Leave Oregon (PLO), any
8 other family members covered under Paid Leave Oregon which are not already included
9 above.

10 2. Covered Health Conditions

11 a. Mental or physical illness, injury, or health condition; need for
12 medical diagnosis, care or treatment of a mental or physical illness injury or health
13 condition; or time off needed for preventative care; or;

14 b. Any qualified condition covered by FMLA, OFLA, or Paid
15 Leave Oregon (PLO) as defined by state or federal law, regardless of whether the
16 employee meets statutory eligibility requirements; or

17 c. Medical, dental or employee assistance program
18 appointments; or

19 d. Any qualified purpose allowed under Oregon's domestic
20 violence, harassment, sexual assault or stalking law in accordance with the provisions of
21 ORS 659A.272; or

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

24 f. In the event of a public health emergency, as defined by
25 Oregon Sick Time Law including upon an order of a general or specific public health
26 emergency.

27 3. Parental Leave

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

31 B. Accrual

1 For accrual purposes, “day” is defined as a unit of eight (8) hours. Sick leave
2 will accrue each pay period on the following schedule:

3 1. Each employee regularly scheduled to work 1.0 FTE will accrue sick
4 leave at the rate of thirteen (13) days per year or one hundred four (104) hours.

5 2. Employees regularly scheduled to work .5 through .99 FTE will
6 accrue sick leave on a pro rata basis.

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

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

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

14 **2. Legitimate Use**

15 a. Protected sick time under the Oregon Sick Time Law (ORS
16 653.601 to .661) is limited to the first forty (40) hours of sick time taken by an employee
17 each calendar year.

18 **b. Verification of Use:**

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

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

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

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

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

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

10 (e) when the employee has exceeded the amount
 11 of sick leave protected under the Oregon Sick Time Law and has used sick leave five (5)
 12 or more times for separate events (non-consecutive work days) in any six (6) month
 13 period, regardless of how the time is charged and the employee has been notified by a
 14 supervisor or Human Resources representative that such verification will be required for
 15 a period up to six (6) months following the notice.

16 c. **Discipline:**

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

19 i. **Abuse of Sick Leave**

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

23 ii. **Use of Accrued Sick Leave**

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

26 (b) When the intermittent use of accrued sick leave
 27 or other paid or unpaid leave used in lieu of sick leave interferes significantly with
 28 Pharmacy Operations, management may do the following (subject to the requirements of
 29 law, including, but not limited to, FMLA, OFLA, Oregon Sick Time Law, and Paid Leave
 30 Oregon):

1 (i) Require the employee to take continuous
2 leave; or

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

6 **iii. Excessive Absenteeism**

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

12 (a) Any legal requirements, including, but not
13 limited to those of the FMLA, OFLA, Oregon Sick Time Law, Paid Leave Oregon, or the
14 ADA;

15 (b) The tenure and work history of the employee,
16 specifically to include whether there have been previous instances of this pattern of
17 absenteeism;

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

20 (d) The particular attendance requirements of the
21 employee's job;

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

24 **D. New Hires**

25 Full-time employees new to County service will receive thirteen (13) days
26 sick leave upon appointment and commencement of work in lieu of accruing sick leave
27 during the first year. Thereafter, sick leave will accrue as stated in the above section.

28 **E. Workers' Compensation**

29 Sick leave accruals may only be used for time that is not compensable
30 under Article 10, Workers' Compensation and Supplemental Benefits.

31 **F. Maximum**

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

3 **G. Charging of Sick Leave**

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

8 1. An employee scheduled to work eight (8) hours who takes sick leave
9 after initially reporting to work will not have that leave charged to their sick leave bank
10 until after the third (3rd) occurrence in the calendar year.

11 2. The same employee, after the third (3rd) occurrence of a partial day
12 absence, who takes sick leave after initially reporting to work but before the beginning of
13 the fifth (5th) hour or work, will have a half-day (four (4) hours) of sick leave charged to
14 their sick leave bank.

15 **H. Separation from Employment**

16 At the time of separation from County service, the County does not
17 compensate employees for unused sick leave.

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

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

24 2. Employees who were laid off from County employment or are serving
25 in a temporary or on-call position following layoff will have their sick leave balance
26 restored when they are recalled from layoff.

27 **III. Holidays**

28 **A. Recognized and Observed Holidays**

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

- 30 1. Any day declared a holiday by the Board of County Commissioners
- 31 2. New Year's Day (January 1st)

1 **3.** Dr. Rev. Martin Luther King, Jr.'s birthday (3rd Monday in January)

2 **4.** President's Day (3rd Monday in February)

3 **5.** Memorial Day (last Monday in May)

4 **6.** Juneteenth (June 19)

5 **7.** Independence Day (July 4)

6 **8.** Labor Day (1st Monday in September)

7 **9.** Veteran's Day (November 11)

8 **10.** Thanksgiving Day (4th Thursday in November)

9 **11.** Three (3) days to be used as a floating holiday during the fiscal year
10 provided the employee gives two (2) weeks' notice and has the consent of the employee's
11 supervisor. If the supervisor determines the holiday usage requested is impracticable, the
12 employee shall be credited with one (1) day of Saved Holiday time, subject to
13 requirements of Section E. below.

14 The three (3) days of leave shall be accrued and determined based on the
15 employee's regularly assigned work schedule. Part-time employees will accrue the saved
16 holiday prorated based on their normal FTE.

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

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

23 **B. Holiday Observance**

24 **1. Five (5) Day Work Week**

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

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

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

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

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

3 **3. Part-Time Employees, and Full-Time Employees on an Irregular**
4 **Schedule**

5 The holidays designated above are the observed holidays if they fall
6 on an employee's regular workday. Employees will be credited with (1) day of saved
7 holiday time if the holiday does not fall on a regular workday.

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

12 **C.** Part-time employees are entitled to paid leave on observed holidays on a
13 prorated basis.

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

16 **E.** Any saved holiday time not used by the end of the fiscal year in which it was
17 accrued is forfeited, with the exception that an employee may carry over one (1) saved
18 holiday per year. The saved holiday time usage is subject to the same rules as vacation
19 leave, except that employees who separate from County employment will not be paid for
20 accumulated saved or personal holiday leave.

21 **IV. Recognition Leave**

22 Recognition leave may be granted as set forth in Multnomah County Personnel
23 Rule (MCPR) 4-30-040 D. Grant or no-grant of recognition leave shall be entirely at the
24 Director's or Director's designee's discretion, and shall not be subject to grievance.

25 **V. Jury Duty**

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

1 **B.** Except during an emergency or due to operational requirements, the County
2 will not require employees to report to work after completing a full day on jury duty. Any
3 employee who is excused or dismissed from jury duty before the end of the day will report
4 back to work if practical.

5 **VI. Military Leave**

6 The County acknowledges its obligation under state and federal law to grant paid
7 and unpaid leave for military training and service. Information about legally mandated
8 military leave will be made available to employees upon request from the Department
9 Human Resources Unit. Members of the National Disaster Medical System (NDMS)
10 service of the U.S. Office of Preparedness and Emergency Operations shall be treated
11 as qualifying for paid leave under ORS 408.290 for and during deployments in response
12 to public health emergencies.

13 **VII. Bereavement Leave**

14 An employee shall be granted not more than three (3) days leave of absence with
15 full pay in the event of death in the immediate family or immediate household of the
16 employee. If the funeral is beyond three-hundred and fifty (350) miles from the employee's
17 place of residence, the employee shall be granted additional time for travel not to exceed
18 five (5) additional days with pay. The amount of additional leave shall be at the discretion
19 of their supervisor on the basis of the employee's travel and personal needs. With
20 sufficient advance notice, bereavement leave days may be taken non-consecutively
21 provided they are taken within thirteen (13) months from the date of first use.

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

- 25 A. Parents
- 26 B. Step-Parents
- 27 C. Children
- 28 D. Step-Children
- 29 E. Siblings
- 30 F. Step-Siblings
- 31 G. Grandchildren

- 1 H. Grandparents
- 2 I. Siblings-In-Law
- 3 J. Parents-In-Law
- 4 K. Pregnancy Loss

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 or their designee(s).

12 For other relationships under exceptional circumstances, the Department Director
13 may grant bereavement leave. Paid bereavement leave may also be counted toward
14 unpaid OFLA bereavement leave described in Multnomah County Personnel Rule
15 (MCPR) 2-60, consistently with OFLA, collective bargaining agreements, and sequencing
16 of leave provisions in MCPR 2-45.

17 **VIII. Personnel Examinations/Interviews**

18 Employees shall be given paid time off for participating in County examinations
19 and interviews for promotion, demotion, or transfer which occur during their regularly
20 scheduled shift.

21 **IX. Immigration and Citizenship Leave**

22 **A.** An employee may use up to forty (40) hours of accrued paid leave per
23 fiscal year to address immigration or citizenship matters for themselves or members of
24 their family as defined in the Collective Bargaining Agreement. Employees may request
25 additional leave from their supervisor, which shall be evaluated based on operational
26 needs. This includes, but is not limited to, attending to family obligations related to
27 immigration or deportation matters, attending meetings with attorneys, state or federal
28 criminal court proceedings, deportation hearings, or other events bearing on the subject
29 individual's legal resident, immigration, or citizenship status.

30 **B.** An employee who has used forty (40) hours of leave under Section A and has
31 exhausted all other vacation, and Saved Holiday, but who needs additional leave for the

1 purposes described in Section A to address immigration and citizenship matters, may
2 request up to forty (40) hours of catastrophic leave or shall be granted unpaid leave of
3 absence to the extent allowed by law.

4 **C.** The County may request written documentation corroborating the dates of
5 requested Immigration and Citizenship Leave. Insofar as it is consistent with applicable
6 state laws, the County will not release any documentation related to Immigration and
7 Citizenship Leave to federal authorities with immigration enforcement absent a judicial
8 warrant.

9 **X. Longevity Recognition Leave**

10 Regular status Pharmacists who have completed fifteen (15) years of continuous
11 County service will receive a one-time grant of forty(40) hours of longevity recognition
12 leave, pro-rated by Full Time Equivalency (FTE). This leave will be credited to the
13 employee's Longevity Recognition Leave bank on the first day of the month following the
14 employee's fifteen (15) year anniversary date. Employees will have two (2) years from
15 the date of the award to use their leave, after which the leave will be cashed out to the
16 employee at their regular rate of pay at the time of separation of service. Employees who
17 leave County service and have unused Longevity Recognition Leave will receive the
18 balance leave in their final paycheck

1 **ARTICLE 10**
2 **WORKERS' COMPENSATION AND**
3 **SUPPLEMENTAL BENEFITS**
4

5 **I. Coverage**

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

8 **II. Employee Status**

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

17 **III. Supplemental Benefits**

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

23 **B.** The County shall continue to make retirement contributions, based upon the
24 gross dollar amount of supplemental benefits paid, throughout the period that the
25 employee receives time loss benefits.

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

28 **D.** Supplemental pay is payable while the injured worker is receiving temporary
29 total disability loss payments and will end when the worker has a light duty or limited duty
30 release to return to work, and such duty work is available to the injured worker. Such
31 supplemental benefits will continue for six hundred forty (640) hours or for the number of

1 hours of sick leave the employee accrued, whichever is higher. An employee's sick leave
2 accrual is not, however, used to pay for supplemental benefits provided by the County.

3 **E.** Supplemental benefits will be issued on or about the injured workers' regular
4 payday.

5 **IV. Wages**

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

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

11 **V. Denied Claims**

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

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

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

22 **1.** Reimbursement of the administration fee and the employer portion of the
23 COBRA premium for applicable COBRA premiums paid by the employee, not to include
24 the cost shares for which the employee is responsible.

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

27 **VI. Benefits**

28 The County will continue contributions toward medical and dental benefits for the
29 employee and the employee's dependent(s) from the first day of occupational disability,
30 subject to the provisions of Article 8, Health and Welfare for a period of one (1) year or
31 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 limited duration employee, temporary employee, or on-call employee with the County in the Pharmacist job profile; 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 random selection using a computerized logarithm with a member of Central Human Resources and the Union present when the order is selected.

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 leave without pay exceeds thirty (30) days, no time spent on that leave will count except in the following circumstances:

a. An unpaid leave is protected by FMLA/OFLA, Paid Leave Oregon, Washington Paid Family and Medical Leave, and/or the Uniformed Services Employment and Reemployment Rights Act (USERRA) shall count.

b. An unpaid leave of up to one hundred and eighty (180) days protected by the Americans with Disabilities Act, ORS 659A.040 to ORS 659A.069 (injured worker's right to reinstatement), and ORS 659A.270 to ORS 659A.290 (leave for victims of domestic violence) shall 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 job profile will count if the employee was transferred to Multnomah County pursuant to ORS 236.610 through 236.650.

6. Time spent in an unclassified or management service appointment status shall not count, except for purposes of vacation accrual. Seniority accrued while in the

1 bargaining unit shall not be forfeited due to promotion into management service.

2 7. Prior to regular employment, all continuous, contiguous service as a
3 Pharmacist in an On-Call, temporary, and/or limited duration status shall count. The term
4 continuous service shall allow for an unpaid leave or break in service not to exceed thirty
5 (30) days.

6 8. When an On-Call Pharmacist moves into regular status, their seniority shall
7 include all continuous on-call time from January 1, 2019 on an hour for hour basis. This
8 seniority calculation shall be made adding the total number of hours worked divided by
9 eight hours to determine the number of days of seniority counted.

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

13 10. Service is broken for purposes of this Article by discharge; voluntary quit
14 from employment with Multnomah County; or transfer out of the bargaining unit except
15 employees who have not completed an initial trial service period following promotion will
16 be returned to the position previously held; employees who do not complete a trial service
17 period; or, expiration of the layoff list.

18 **III. Layoff**

19 **A. Employees Affected**

20 1. Should the County find it necessary to reduce the number of
21 bargaining unit employees through layoff, the County will identify the clinic/program, the
22 Pharmacist Specialty Area from which the layoff shall be made. The bargaining unit
23 employee at that clinic/program or Specialty Area with the lowest length of service will be
24 affected.

25 2. Pharmacists Specialty Area shall be defined as: a) Community
26 Pharmacists; and b) Clinical Pharmacists.

27 **B. Layoff Rules**

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

30 **C. Reassignment of Employees During a Layoff**

31 Employees holding positions to be discontinued will be subject to the

1 following order of seniority:

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

4 2. Layoff

5 **D. Non-Regular Employees During a Layoff**

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

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

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

16 1. **Employee Notification**

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

21 2. **Use of Positions During the Layoff Process**

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

28 3. **Return from Family Medical Leave Without Pay**

29 After a layoff process affecting the employee's job profile has
30 occurred, employees who are on Family Medical Leave (FMLA/OFLA) without pay
31 immediately prior to returning to work will return to the position formerly held, and the

1 employee occupying that position will be reassigned according to seniority pursuant to
2 this Article.

3 **4. Return From Other Leave Without Pay**

4 After a layoff process has occurred, employees not on Family
5 Medical Leave (FMLA/OFLA) without pay immediately prior to returning to work will be
6 reassigned according to seniority pursuant to this Article.

7 **5. Recalculation of Seniority After Leave of Absence Without Pay**

8 All employees on leave of absence without pay that exceeds thirty
9 (30) days except for circumstances listed in this Article will have their seniority
10 recalculated upon their return from leave so that none of the time on the leave of absence
11 without pay counts toward seniority per Section II.B.3. of this Article.

12 **IV. Bumping**

13 **A. Bumping Definition**

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

16 **B. The Bumping Process**

17 **1.** Vacancies that are created and approved by the Board of County
18 Commissioners to be effective the day following the layoff date shall be treated as
19 vacancies available during a layoff process.

20 **2.** Reassignment of employees to vacant positions within their job
21 profile and specialty area, if available, will always take precedence over their bumping
22 another employee; where multiple vacancies within the specialty area are available, the
23 employee will be reassigned based on their preference.

24 **3.** If bumping is necessary, the least senior employee within the
25 Pharmacist specialty area from which the layoff is being made will be bumped.

26 **4.** By mutual agreement between the County and the Union, an
27 employee may take a vacant position in a specialty area for which they are qualified other
28 than their current category, but will serve a ninety-day (90) trial service period. If an
29 employee is on paid or unpaid leave for more than fourteen (14) consecutive calendar
30 days during the ninety-day (90) trial service period, the trial service period may be
31 extended by the length of the employee's absence. If during the trial period the Pharmacy

1 Director or their designee determines that the employee is not satisfactorily performing
 2 the duties of the assignment, then the employee shall be removed from the assignment
 3 and, if no other bumping option is available, shall be placed on the recall list in accordance
 4 with Article 11.V.

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

7 **6.** Employees may not be reassigned to positions under this article
 8 unless qualified to perform the duties of that position. Employees may be denied rights
 9 otherwise available under these provisions only if they do not meet minimum
 10 qualifications as described in the position description and cannot obtain those
 11 qualifications within ninety (90) days.

12 **V. Notice and Recall List**

13 **A.** Employees who are subject to reassignment or layoff pursuant to the
 14 provisions of this Article shall receive a final notice in writing at least fifteen (15) days prior
 15 to such action. The notice shall state the reason for the action and shall further state that
 16 the action does not reflect discredit on the employee. The Union will be provided a copy
 17 of the notice.

18 **B.** Employees who are laid off or reassigned between full-time and part-time
 19 status will be placed on the recall lists within their Pharmacist category, according to
 20 seniority. Employees will be placed on all the recall lists that meet the criteria below. (For
 21 example, employees who are reassigned from full-time to part-time will be placed on the
 22 recall lists for full-time appointment)

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

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

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

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

31 **1.** Upon written request of the employee; or

- 1 2. Upon their retirement; or
- 2 3. Upon acceptance of permanent recall from the list; or
- 3 4. Upon declining an offer of recall to a regular position for which they
- 4 are qualified (unless the offer is for a limited duration appointment); or
- 5 5. Upon the employee's failure to respond to an offer of recall for which
- 6 they are qualified via email sent to the employee's last known personal email address
- 7 within fourteen (14) days of emailing;
- 8 6. Disciplinary termination for cause; or
- 9 7. Failure to maintain Oregon licensure and Board eligibility or
- 10 certification.

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

14 **VI. Recall**

15 **A.** Employees on a recall list will be certified in order of seniority, before
16 applicants who qualify through examination, provided they are qualified to perform the
17 duties of the position. Employees on a recall list shall be offered appointment to
18 vacancies, in order of seniority, except when they do not meet minimum qualifications as
19 described in the position description and cannot obtain those qualifications within ninety
20 (90) days. The hiring manager is required to state in writing what qualification(s) the
21 employee lacks that the position requires. The employee will remain on the recall list for
22 certification to other vacancies during the employee's term of eligibility.

23 **B.** Failure to recall an employee in accordance with Sections VI.A. above, will
24 be deemed a dismissal of that employee for cause and will be reviewed and processed
25 according to the provisions of Article 14, Disciplinary Action.

26 **VII. Seniority Application**

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

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

31 **C.** The County agrees to make available to the Union upon request copies of

1 any personnel list the County maintains regarding seniority or job profile changes.

2 **VIII. Posting Process**

3 **A. Seniority List Posting**

4 The County agrees to maintain an up-to-date seniority list posted at all
5 times. Updated list will be provided to the Union.

6 **B. Seniority List Appeal Process: Errors on New Lists**

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

11 **IX. Seniority of and Bumping by Exempt Employees**

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

14 **B.** Only time served in the Pharmacist Bargaining Unit shall apply for bumping
15 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 the Health Department Human Resources Unit.

II. Access to Personnel File Materials

A. An employee or the employee’s representative, with the written consent of the employee, may inspect that employee’s personnel file. Upon written request, an employee or the employee’s 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**

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5 To promote harmonious relations and aid internal communications, the parties
6 agree to establish a Pharmacist Employment Relations Committee (“PHERC”) within
7 thirty (30) days following the signing of the contract. The County’s PHERC members will
8 be the County Pharmacy Director, Chief Operating Officer, Health Department Human
9 Resources Director and a representative from the County’s Labor Relations Division. The
10 Union’s PHERC members will be the AFSCME Council Representative, other
11 representatives designated by Local 88 including but not limited to Local 88 President
12 and Department Lead Steward and four (4) bargaining unit members, who will be
13 released from duty to serve on the PHERC without loss of pay. The County understands
14 that the Union has a desire for broad representation of the bargaining unit on this
15 committee.

16 The PHERC will establish regular meetings every two (2) months during normal
17 working hours and will schedule such meetings insofar as practical to avoid disruptions
18 and interruptions of work. The committee may discuss any matter pertinent to maintaining
19 good employer employee relations. Each party will attempt to give the other reasonable
20 advance notice, insofar as practical, of the agenda items it wishes to discuss at the next
21 meeting. The parties’ first meeting shall occur within sixty (60) days following signing of
22 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 Pharmacy Director and 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 their 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 Pharmacy 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 Pharmacy Director.

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IV. Manner of Accomplishing Reprimands

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

V. No Abridgement of Rights

Nothing in this contract shall be construed to abridge any employee's constitutional or civil rights. Employees have the right to Union representation. If the employee so desires, the employee 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 may attempt to resolve the issue informally.

B. A grievance is filed when the grievant or the employee's Union representative submits a written statement of the grievance at each 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 a brief explanation of the grievance
- 4.** A list of the articles and sections of the contract allegedly violated;

and

5. A description of remedy sought. The Union reserves the right to amend the initial grievance form during the grievance process. If the Union amends the grievance, it will not alter the timelines established below, unless mutually agreed upon by the parties.

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 employee'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 ninety (90) days from the date of its occurrence. However, the ninety (90) day limitation cited above is not intended to affect

1 the pursuit of grievances regarding alleged ongoing violations of the contract. This
2 timeline limitation may be extended by mutual agreement of the parties, such as if the
3 County has been notified by the Union of an ongoing grievance investigation.

4 **2.** For the purposes of this Article, as in the rest of this Agreement,
5 "days" means "calendar days," unless otherwise specified. However, if the thirtieth (30th)
6 and/or final day, whichever is applicable, falls on a weekend or holiday, as defined in
7 Article 9 Paid Leaves, Section III.B, except for floating holiday time, the thirtieth (30th)
8 and/or final day will be considered the next business day immediately following the
9 weekend or holiday.

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

19 **D.** Grievances will be filed at Step 1 of the grievance procedure (see Section
20 III below) unless the County and the Union mutually agree to filing at a higher step. If the
21 Union believes the Immediate Supervisor does not have the authority to remedy the
22 grievance, the Union and Labor Relations may mutually agree to have such grievances
23 filed at the most appropriate step.

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

25 **A. Step 1 - The Immediate Supervisor:**

26 Grievance submitted at Step 1 will be filed with the Pharmacy Director. The
27 Pharmacy Director, or the Pharmacy Director's Designee, will respond in writing to the
28 grievant and the employee's Union representative within thirty (30) days of receipt.

29 There will be a mandatory meeting either at Step 1 or at Step 2 of the grievance
30 procedure to formally discuss the grievance. Unless an exception is agreed upon by the
31 Union and the County, the meeting will be attended by the grievant, the manager and/or

1 Pharmacy Director, a Health HR Representative, and the steward and/or other Union
2 representative. If the grievance is a class grievance, the Union shall assign class
3 representatives for the purposes of the mandatory meeting.

4 **B. Step 2 - The Department Director:**

5 Grievances submitted at Step 2 and grievances unresolved at Step 1 may
6 be presented by the grievant and the employee's Union representative to the Department
7 Director or their designee. Unresolved grievances must be submitted within thirty (30)
8 days after the response is due at Step 1. The Department Director will respond in writing
9 to the grievant or the employee's Union representative within thirty (30) days of receipt.

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

11 Grievances submitted at Step 3 and grievances unresolved at Step 2 may
12 be presented by the grievant and the employee's Union representative to the Labor
13 Relations Manager or their designee. Unresolved grievances must be submitted within
14 thirty (30) days after the response is due at Step 2. Labor Relations will respond in writing
15 to the grievant or the employee's Union representative within thirty (30) days of receipt.

16 **D. Step 4 - Arbitration:**

17 If the grievance has not been answered or resolved at Step 3, the Union
18 may, within thirty (30) days after the expiration of the time limit specified in Step 3, request
19 arbitration by written notice to the County.

20 Within thirty (30) days of submitting a grievance for arbitration, the parties
21 shall request a list of the names of seven (7) arbitrators from the State of Oregon
22 Employment Relations Board. The Union and the County shall select an arbitrator from
23 the list by mutual agreement. If they are unable to agree on a method, the arbitrator will
24 be chosen by the method of alternate striking of names, the order of striking to be
25 determined by lot. One day shall be allowed for the striking of each name. The final name
26 left on the list shall be the arbitrator. Nothing in this section shall prohibit the Union and
27 the County from agreeing upon a permanent arbitrator or permanent list.

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

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

6 The arbitrator shall be requested to begin taking evidence and testimony within
7 twenty-five (25) days after submission of the request for arbitration. The Union and the
8 County hereby vest the arbitrator with authority to compel the attendance of witnesses on
9 behalf of either party by issuance of a subpoena, the cost of which shall be borne by the
10 party requesting the subpoena.

11 The arbitrator's decision shall be final and binding, but the arbitrator shall have no
12 power to alter, modify, amend, add to, or detract from the terms of this Agreement. The
13 arbitrator's decision shall be within the scope and terms of the Agreement and in writing.

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

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

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

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

26 **IV. Disciplinary Review Process**

27 **A. Notice of Proposed Discipline**

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

1 **B. Disciplinary Review**

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

10 **2.** Upon receipt of a request, the Pharmacy Director will convene a
11 mandatory meeting to formally discuss the Disciplinary Action. Unless an exception is
12 agreed to by the Union and the County, the attendees shall include the employee who
13 was disciplined, their Union Representative, the Pharmacy Director or their designee, a
14 representative from Health Human Resources, and a representative from Central Human
15 Resources Labor Relations. The Pharmacy Director or their designee will respond to the
16 Disciplinary Appeal in writing within thirty (30) days of the mandatory meeting. The Union
17 may appeal the Pharmacy Director's/designee's response by notice to Labor Relations in
18 Central Human Resources within thirty (30) days after receipt of the response.

19 **3.** Upon receipt of an Appeal of the Disciplinary Action, the Pharmacy
20 Director will convene and impanel the Discipline Review Committee. The committee will
21 have five (5) members:

22 **a.** Two (2) MCHD staff Pharmacists (other than the individual
23 subject to discipline) selected by the Union,

24 **b.** Two (2) currently or formerly Oregon licensed non-Local 88-
25 4-unit member Pharmacists (which may include the Pharmacy Director themselves), as
26 selected by the Pharmacy Director, and

27 **c.** One (1) arbitrator, selected from the All-Time Arbitrator Panel
28 List of seven (7) arbitrators that the Union and County mutually agree upon. The Union
29 and the County shall select an arbitrator from the All-Time Arbitrator Panel List by mutual
30 agreement. If the parties are unable to mutually agree on an arbitrator, the arbitrator will
31 be chosen by the method of alternate striking of names from the All-Time Arbitrator Panel

1 List, the order of striking to be determined by lot. One day shall be allowed for the striking
2 of each name. The final name left on the All-Time Arbitrator Panel List shall be the
3 arbitrator. Nothing in this section shall prohibit the Union and the County from agreeing
4 upon a permanent arbitrator.

5 **4.** The Pharmacy Director will inform the panel of:

6 **a.** in the case of imposed discipline, the identified concerns
7 regarding the Pharmacist's performance, and the imposed discipline and rationale for the
8 imposed discipline; and

9 **b.** in the case of denial of a request for removal, the
10 demonstrable relationship to client care.

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

12 **a.** Convene an administrative hearing, Chaired by the arbitrator
13 selected by the parties, to receive evidence for the purpose of: 1) in the case of imposed
14 discipline, evaluating the Pharmacist's performance in an independent, neutral and
15 objective manner. In doing so, the Review Committee will use the performance
16 expectations set out by the Pharmacy Director, relevant County, department, and
17 program policies and procedures, standard practice, and other clinical practice-related
18 resources as are relevant and appropriate; and 2) in the case of denial of a request for
19 removal, the relationship of the basis of discipline to client care.

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

23 **c.** The Committee Chair shall articulate in writing the
24 Committee's findings and the rationale for its recommendation.

25 **6.** The decision of the Discipline Review Committee shall be final and
26 binding on the parties. The fees of the arbitrator shall be borne by the losing party, similar
27 to that described in Article 15.III.D.

28 **V. Representation of Employees**

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

30 **1.** The Union is the exclusive representative of bargaining unit
31 employees with respect to conditions of employment governed by this Agreement and

1 applicable laws.

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

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

11 **B. Stewards**

12 **1. Definition and designation**

13 Pharmacist employees selected by the Union as employee
14 representatives shall be known as "Stewards." The names of the stewards and the names
15 of other Union officers and Council 75 representatives, who may represent employees,
16 shall be certified in writing to the County by the Union. In the absence of available Union
17 stewards as defined above, or AFSCME Council 75 Business Representatives,
18 alternative representation may be arranged on a case-by-case basis by mutual
19 agreement between the County and the Union.

20 **2. Processing of Grievances by Stewards**

21 **a.** Upon notification to the grievant's supervisor of the name of
22 the grievant and the tentative cause of the grievance, or the name of the subject of an
23 investigatory interview, a steward(s) may investigate and process grievance(s) at the
24 work site during working hours without loss of pay, or in the case of an investigatory
25 interview, participate in such interview without loss of pay. All efforts will be made to avoid
26 disruptions and interruptions of work.

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

29 **3. Notification**

30 The Union shall immediately notify the County of the names of
31 Steward upon their appointment.

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.

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2 **ARTICLE 17**
3 **SAFETY AND HEALTH**
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5 **I. Policy Statement**

6 It is agreed that occupational safety and health must be a priority of the County
7 and its employees. Therefore, the County accepts its responsibility to provide safe and
8 accessible workplaces, working conditions, appropriate safety training, tools, equipment,
9 Personal Protective Equipment (PPE) per OAR 437-002-0134, and to establish safe
10 working procedures for its employees. The employee(s) accepts the responsibility to
11 follow all safety rules and participate in required job or task specific safety training
12 provided by the County.

13 **II. Reporting Unsafe Conditions, Injuries, or Accidents and Employee Rights to**
14 **Refuse Work**

15 **A.** Employees are responsible for reporting recognized hazards, unsafe
16 conditions or practices; the County is responsible for correcting unsafe conditions or
17 practices, and injuries or accidents. Employees are responsible for properly using and
18 caring for facilities, vehicles, equipment, tools, and supplies provided by the County and
19 the County is responsible for safe and proper care of the same. All injuries and accidents
20 shall be reported using the proper electronic form in the County's incident reporting portal
21 (Origami). Administrative Procedure RSK-7 provides employees a reporting mechanism
22 for reporting unsafe conditions or unsafe acts to the County as required by OAR 437-001-
23 0765. The responsible manager shall timely investigate all reports of unsafe conditions or
24 acts and ensure that reports with findings and corrective actions are reported to the safety
25 committee, Risk Management, and Workplace Security Director.

26 **B.** The County and the Union take note of State OSHA regulations related to
27 an employee's rights and responsibilities if they are confronted with an assignment that
28 places them in imminent danger, including their protected right to refuse work in
29 accordance with and as determined by Oregon OSHA.

30 **III. Safety Records and Disclosure to Employees**

1 Employee exposure records (environmental monitoring and Safety Data Sheets),
2 and accident/incident reports, including but not limited to OSHA 300 Logs, shall be made
3 available to the employee and their designated representative. A summary of the OSHA
4 300 Log will be posted prominently in the workplace per OAR 437-001-0700.

5 **IV. Violence in the Workplace**

6 The County is committed to providing its employees with a workplace free of
7 hostility, intimidation, harassment and other unacceptable violent behavior. This includes
8 a work environment supportive of employees who are victims of domestic violence.
9 Employees are expected to report to their managers any workplace violence they
10 experience or observe regardless of its origin. If an employee directly experiences
11 workplace violence, they are expected to also complete the electronic RSK-3 (Workplace
12 Violence/Security Incident Form) in Origami. The County is responsible for investigating
13 these reports, taking appropriate and necessary action to maintain a safe work
14 environment. If an employee reports a credible threat of violence to their manager, the
15 manager will immediately report it to the Workplace Security Director and the County will
16 take appropriate measures to ensure enhanced security measures are considered that
17 address safety of employees and the public including but not limited to causing a Risk
18 Assessment to be conducted for the situation. Any Risk Assessment will include
19 actionable loss prevention items and an implementation strategy. The County will
20 promptly report the findings of the Risk Assessment to the reporting employee and to the
21 Union. This may result in exclusions of the offending individuals from County facilities
22 when appropriate and lawful.

23 **V. Staffing**

24 **A.** Management has the right to determine staffing and establish any minimum
25 staffing requirements. The County will staff appropriately to provide for the safety of
26 employees, clients and members of the public.

27 **B.** Should the Union bring concerns regarding safe staffing levels or reports of
28 Pharmacists being overburdened at a particular location to the Pharmacist Employment
29 Relations Committee (PHERC), management will assess the issues and return with a
30 status report, including a plan to support existing staff in that location, by the following

- 1 PHERC meeting. For the purposes of this provision, the definition of support is excluded
- 2 from the grievance process in Article 15.

1 **ARTICLE 18**
2 **GENERAL PROVISIONS**

3
4 **I. Non-Discrimination**

5 **A. No Discrimination**

6 **1. Contractually Prohibited Discrimination**

7 **a.** The provisions of this Agreement shall be applied equally to
8 all employees in the bargaining unit without discrimination as to age, marital status, race,
9 color, sex, creed, religion, national origin, sexual orientation, political affiliation, gender
10 identity, gender expression, disability, whistleblower status, source of income, or family
11 status. The County reserves the right to make employment decisions that are based on
12 bona fide job-related reasons, in accordance with applicable law, including the Americans
13 with Disabilities Act (ADA).

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

19 **2. Microaggressions**

20 **a.** Microaggressions are defined as common-place and casual
21 verbal, behavioral, or environmental indignities and denigration, often unintentional or
22 unconscious, that repeat or reaffirm stereotypes and convey negative or derogatory
23 messages based on the recipient's status in Section I.A.1.a. above.

24 **b.** Whether the alleged conduct constitutes as a
25 microaggression depends on the totality of the particular circumstances; including but not
26 limited to the nature and duration of the conduct in question, the location and context in
27 which it occurred, and the identities of the individuals involved.

28 **c.** Microaggressions will be addressed as supportive learning
29 opportunities focused on growth and mutual respect, serving as educational moments to
30 build awareness and encourage proactive steps.

1 d. While infrequent microaggressions are not a legally defined
2 discriminatory act(s), microaggressions that are repeated, frequent, pervasive, and/or
3 severe may be subject to disciplinary action.

4 **B. Legally Prohibited Discrimination**

5 **1. Prejudicial Acts Prohibited**

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

12 **2. Sexual Harassment Prohibited**

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

17 **C. Protected Class Discrimination Complaint Procedure**

18 The County will maintain a complaint procedure for allegations of Protected Class
19 discrimination.

20 **1.** The County shall make an individual trained in mediation or
21 restorative justice available to any employee wishing to address the relationship between
22 themselves and the individual alleged to have engaged in the prohibited conduct, whether
23 or not that behavior resulted in discipline. Participation requires the consent of both
24 parties.

25 **2.** A retaliation complaint under this subsection will be treated as a
26 Protected Class Complaint.

27 **3.** All Protected Class Complaint documentation involving Pharmacists
28 will be available upon requests as defined under the Public Employees Collective
29 Bargaining Act (PECBA).

1 **4.** The County will provide monthly reports of all allegations of Protected
2 Class discrimination under Section I.A.1. above raised by Pharmacists. Reports will be
3 emailed to the Union at the email address 88cabinet@afscmelocal88.org.

4 **B. Sexual Harassment Prohibited**

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

9 **II. Changes in Existing Conditions**

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

- 12 **1.** Clear and consistent;
- 13 **2.** Acted upon repetitively over a substantial period of time; and
- 14 **3.** Readily ascertainable as mutually accepted by the parties.

15 **B.** Existing working conditions shall be changed only after the Union has been
16 afforded an opportunity to make suggestions and shall not be for arbitrary or capricious
17 reasons.

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

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

22 **III . Loss of Personal Property**

23 **A. Procedure for Advancing Claims**

24 Employees who suffer a loss of personal property arising out of the
25 performance of their duties shall contact the Risk Management Division and provide
26 details of how the loss occurred. Premises, for this purpose, are defined as County
27 facilities or vehicles, or other County locations where the Employee is directed to work.
28 The Risk Management Division shall provide the requesting employee with a
29 determination in writing by the County if the insurance coverage is afforded under the
30 County policies. The County will pay claims for which it determines it has legal liability. In
31 no event will payment be made when the employee's loss is recoverable through any

1 insurance claim available to the employee. Approval of claims shall be subject to
2 agreement by both the Association and the County.

3 **B. Exclusion of Personal Vehicles**

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

6 **IV. Transfers**

7 **A.** Vacant bargaining unit positions in the job profile will be posted internally
8 for seven (7) calendar days prior to external recruitment to allow regular status employees
9 to exercise the following transfer right.

10 **B.** Regular status employees shall be entitled to transfer within their Specialty
11 Area for which they are qualified, as defined in Article 11, Section III.A.2.

12 **C.** In the event that two (2) or more employees apply for transfer into the same
13 position, then the employee with the most seniority holds the right of first refusal to the
14 position.

15 **D.** Employees may not transfer to positions under this section unless qualified
16 to perform the duties of that position as described in the position description, such as
17 having the required privileges or the privileges are easily obtained within ninety (90) days.

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

21 **F.** An employee's transfer may be delayed up to ninety (90) days, unless the
22 Pharmacist voluntarily agrees to remain in their current position longer.

23 **G.** The parties understand that the ability to transfer into a Clinical Pharmacist
24 position is contingent upon meeting the minimum requirements of the position, which
25 includes a one (1) year residency program or equivalent experience that meets the
26 minimum qualifications of the Clinical Pharmacist job profile.

27 **V. Minimum Time Served in a Position**

28 Employees will serve a minimum of one (1) year in a position, including initial trial
29 service employees, prior to being considered eligible for a transfer into another
30 position. An employee may request, and transfer to another position before the end of
31 the one (1) year period, if approved by management.

1 **VI. Notice of Resignation**

2 Whenever possible, Clinical Pharmacists will give the County thirty (30) calendar
3 days' advance written notice of their resignation and Community Pharmacists will give
4 fourteen (14) calendar days' advance written notice of their resignation.

5 **VII. Additional Shifts**

6 Employees who work additional clinical sessions, community pharmacist shifts, or
7 inventory counts beyond their FTE will receive additional compensation in half-shift
8 increments at the hourly rate equivalent to their salary multiplied by the number of
9 additional hours worked after prior approval from Pharmacy Director or their
10 delegate. Additional hours worked in less than half-day increments will not be eligible for
11 extra shift salaried compensation, but will be approved for flex time, as long as it does not
12 disrupt pharmacy operations and management is notified. The additional compensation
13 is done through time entry in Workday using the time code "Additional Shift Salaried".

14 **VIII. Re-Opener on Weekend Hours and Alternative Schedules**

15 In the event that the County determines that it will expand ICS Pharmacy
16 operations to weekend hours, it will notify the Union in writing, and bargain with the Union
17 upon written request over weekend hours and alternative work schedules.

18 **IX. Facility Closure or Curtailment of Operations**

19 **A. General**

20 1. All employees are expected to make every effort to attend work and
21 serve the public during inclement weather, natural disaster, or other types of community
22 emergencies unless released from reporting by their supervisor or other authorized
23 management representative. The County will provide notice to all current and prospective
24 employees by posting this prominently in job postings.

25 2. The County Chair, Chair's Chief-Of-Staff, Chief Operations Officer,
26 or other Chair designee may make Countywide facility closure or operations curtailment
27 decisions. Those executives, and Department Directors and their designees, may make
28 Department facility closure or operations curtailment decisions. Unless otherwise
29 specified, pharmacy operations typically remain open for operations.

30 3. The County reserves the right to maintain and revise policy regarding
31 inclement weather, a natural disaster, or an acute community emergency, as it relates to

1 facility closure and operations curtailment, attendance at work, and reassignment of staff
2 to other temporary work locations. The County further reserves the right to determine
3 whether or not a specific event qualifies under the terms of such policy.

4 **B. “On Site” Essential Assignments (OEAs) and Compensation**

5 1. Employees who have volunteered or been selected by inverse
6 seniority into an “On-Site” Essential Assignment (OEA) are required to report for duty
7 regardless of facility closure or curtailment of some or all County operations, unless
8 otherwise directed by management. By September 1 of each year, the County will notify
9 the Union of the number of OEAs it requires. The County will seek volunteers first, and if
10 there are no volunteers, employees will be designated in inverse seniority order to an
11 OEA. An employee who has volunteered or was selected through inverse order of
12 seniority shall not be required (but may volunteer) to serve in an OEA until all employees
13 have rotated through essential status in successive years. In the event the County needs
14 to assign an additional employee to an OEA after the initial designation process because
15 a previously designated employee has left employment with the County or is otherwise
16 unable to perform their assignment, an employee may volunteer or be selected in the
17 manner provided in this Section.

18 The County shall annually provide a list of Pharmacists that have been
19 designated “On-Site” Essential Assignment employees by October 1st of each year; the
20 County reserves the right to revise the list as necessary. The list will be posted on the
21 County’ intranet site.

22 **2. Compensation**

23 Employees in an OEA will receive a twenty percent (20%) premium
24 during all hours worked on-site during a County Closure or Curtailment of non-essential
25 services.

26 **C. Remote Processing and Other Telework Assignments**

27 1. Pharmacists who are not designated into an OEA and are directed
28 by an appropriately authorized management representative to not report onsite to work
29 due to facility or operations delayed opening, early closure, or full curtailment may be
30 reassigned to work from home with the necessary computer equipment to perform
31 assigned duties, including but not limited to, telehealth and “Remote Processing,” until

1 such time as the facility or operation reopens or the employee is reassigned to another
2 work location. However, if an employee leaves early due to impending inclement weather,
3 taking their banked leave and the County subsequently closes or curtails that employee's
4 facility or program during the balance of their shift, then the employee will be credited
5 administrative leave for the shift time that was closed or curtailed or begin telework as
6 directed by the County.

7 **2.** The County shall annually provide a list of Pharmacists that have
8 been excluded from the OEA list and assigned a Remote Processing Assignment (RPA)
9 by October 15th of each year; the County reserves the right to revise the list of RPAs as
10 necessary. The list will be posted on the County's intranet site.

11 **3.** If management is unable to reassign the Pharmacists to Remote
12 Processing, another work location, or if there is no work available, the Pharmacists shall
13 be compensated for regularly scheduled work hours.

14 **4.** In the event that a telework/RPA employee is:

15 **a.** unable to perform their assigned duties due to power or
16 internet outages at home and is not able to be reassigned by management to work at an
17 open facility; or

18 **b.** an imminent evacuation order precludes them from being able
19 to telework from home;

20 such employees shall be compensated for the remainder of their
21 scheduled work hours. If an employee's power or internet is restored or the evacuation
22 order is rescinded, the employee will continue working for the duration of their scheduled
23 shift.

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ARTICLE 19
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.

1 **ARTICLE 20**
2 **ENTIRE AGREEMENT**
3

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

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

ARTICLE 21
TERMINATION

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This Agreement shall be effective upon ratification by the Board of County Commissioners unless otherwise provided herein, and shall remain in full force and effect through the thirtieth (30th) day of June, 2028, subject to reopener exception set forth in Article 8, Section 1.C. This agreement shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than January 31, 2028 that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 12th
day of February, 2026.

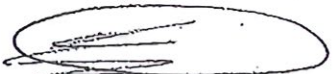
MULTNOMAH COUNTY EMPLOYEES
UNION, LOCAL 88-2, AFSCME, AFL-CIO
Pharmacists Unit



Thao Bui, Community Pharmacist



Marion Clark, Community Pharmacist




Marc Rizzo, Clinical Pharmacist



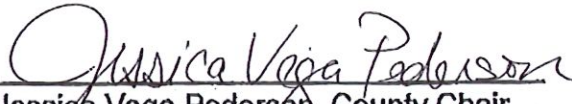
Rachel Uhlig, Community Pharmacist

NEGOTIATED FOR THE UNION BY:



Michelle Stadel
Council Representative
AFSCME Council 75

MULTNOMAH COUNTY, OREGON



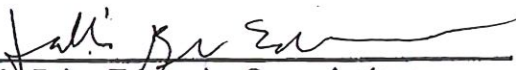
Jessica Vega Pederson, County Chair



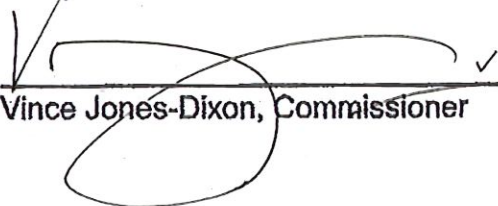
Megan Moyer, Commissioner



Shannon Singleton, Commissioner

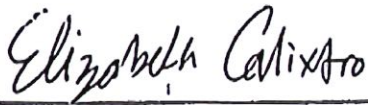


Julia Brim-Edwards, Commissioner



Vince Jones-Dixon, Commissioner

NEGOTIATED FOR THE COUNTY BY:



Elizabeth Calixtro
Interim Labor Relations Director
Department of County Management

REVIEWED BY:



Kathryn Short, County Attorney

ADDENDUM A
SALARY SCHEDULE

Effective July 1, 2025										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Semi-Monthly	\$5,770.07	\$5,948.53	\$6,132.50	\$6,322.16	\$6,516.63	\$6,719.27	\$6,927.08	\$7,141.32	\$7,362.19	\$7,589.89

Effective Ratification Date - February 12, 2026 - With 1.45% Market Adjustment										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Semi-Monthly	\$5,853.74	\$6,034.78	\$6,221.42	\$6,413.83	\$6,611.12	\$6,816.70	\$7,027.52	\$7,244.87	\$7,468.94	\$7,699.94

ON-CALL HOURLY WAGE SCHEDULE

Effective July 1, 2025										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Hourly	\$66.58	\$68.64	\$70.76	\$72.95	\$75.19	\$77.53	\$79.93	\$82.40	\$84.95	\$87.58

Effective Ratification Date - February 12, 2026 - With 1.45% Market Adjustment										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10

Hourly	\$67.54	\$69.63	\$71.79	\$74.01	\$76.28	\$78.65	\$81.09	\$83.59	\$86.18	\$88.85
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ADDENDUM A: SALARY SCHEDULE

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6 **ADDENDUM B**

7 **PGY-1 RESIDENCY PROGRAM - PILOT PROGRAM**

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10 . Upon ratification of the contract, the parties will enter into a Pilot Program
11 for the duration of the contract that will allow employees in the bargaining unit to take
12 an unpaid leave of absence for the purpose of participating in a PGY-1 Residency
13 Program with an ambulatory care focus.

14 . Management will permit one (1) employee at a time to participate in such
15 a program. If there are multiple employees who are interested in the PGY-1 Residency
16 Program at the same time, selection will be based on who applied first. If there is a tie,
17 then it will be based on the employee who is the most senior employee.

18 . Management will allow the employee to attend application and interview
19 events leading up to their residency program. Such time will come out of the
20 employee's continuing education and/or appropriate leave banks. Unpaid leave may
21 be considered if extenuating circumstances exist.

22 . Upon immediate completion of the program, or upon voluntary or
23 involuntary withdrawal from the program, employees will be reinstated to their former
24 position with no adverse impacts to their accrual rates, seniority, etc. Employees will
25 be given up to a two (2) week period to transition back into their role as a Community
26 Pharmacist, based on need.

27 . Employees who take advantage of this opportunity will be required to
28 participate in a competitive process for Clinical Pharmacist vacancies, should one
29 become available within two (2) years of completing the PGY-1 Residency Program.

30 . Should no positions become available, or the employee is not hired into
31 an available Clinical Pharmacist position, they will continue in their current position as
32 a Community Pharmacist.

1 . The County will hold the employee's position for a period of twelve (12)
2 months, beginning at the start of their program, and make every effort to hold it for up
3 to eighteen (18) months if extenuating circumstances exist. However, if the need to fill
4 the position thereafter arises, the employee will be properly notified along with the
5 opportunity to reinstate before filling the position.

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4 **ADDENDUM C**
5 **DRUG AND ALCOHOL POLICY**
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8 **I. Drug Free Workplace Act**

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

12 **II. Statement of Principle and Notice of Policy**

13 **A.** The County and the Union jointly recognize that alcohol and drug use by an
14 employee which adversely affects job performance may constitute a serious threat to the
15 health and safety of the public, the employee, and coworkers.

16 **B.** The County recognizes that employees are the organization's most valuable
17 resource and is committed to supporting their safety, health, and well-being. Substance Use
18 Disorder (SUD) is recognized as an illness that can be abated through drug screening,
19 education, treatment, and rehabilitation. To that end, employees struggling with drug or alcohol
20 use are encouraged to seek professional assistance and/or County-provided resources (e.g.,
21 EAP). All requests for assistance and the results of treatment and counseling shall be kept
22 confidential as reasonably possible.

23 **C.** The County is committed to maintaining effective communication in regards to
24 the application of this Article's provisions. As such, the County will convene a labor
25 management committee on an annual basis upon request, to discuss any questions or
26 concerns that may arise during the term of this contract. The terms of this Article shall remain
27 active during such discussion and this section does not constitute a reopener.

28 **III. Alcohol and Drug Policy Work Rules and Discipline**

29 **A. Conduct Warranting Discipline**

30 **1.** While on duty, on County premises, or operating County vehicles
31 employees shall obey the work rules listed in "Section B" below. As with all work rules,
32 violations may result in discipline per the provisions of Article 14, Disciplinary Action.

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

5 **B. Work Rules**

6 **1. Possession, consumption, solicitation and distribution of alcohol**
7 **and drugs while on duty**

8 Except when performing authorized job duties or tasks in accordance with
9 the law, management instructions, and the Multnomah County Personnel Rules, employees
10 shall:

11 **a.** Not possess, consume, manufacture, solicit or distribute, cause to
12 be brought, dispense, or sell alcohol or alcohol containers in or to the workplace except when
13 required as part of the job and is legally permissible. An exception will be sealed alcohol
14 containers for gift purposes; managers must be notified when such containers are brought to
15 the workplace. The “workplace” includes vehicles parked on County property.

16 **b.** Not possess, consume, manufacture, solicit or distribute, cause to
17 be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the workplace except
18 when required as part of the job and is legally permissible.

19 **c.** Not solicit, distribute, dispense or sell prescription medications
20 except when required as part of the job and is legally permissible.

21 **d.** Not possess or consume prescription medications without a valid
22 prescription.

23 **2. Possession, consumption, solicitation and distribution of alcohol**
24 **and drugs while off duty on County premises:**

25 Employees shall:

26 **a.** Not use, possess, solicit or distribute illegal drugs.

27 **b.** Not use or distribute alcohol without authorization.

28 **3. Fitness for duty**

29 Employees shall:

30 **a.** Not report for duty while “under the influence” of alcohol or drugs.

31 An individual is considered to be “under the influence” of alcohol if a breathalyzer test indicates
32 the presence of alcohol at or above the .04% level. An individual is considered to be “under the

1 influence” of drugs when testing indicates the presence of controlled substances at or above
2 the levels applying to CDL holders.

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

6 **c.** Comply with legally mandated occupational requirements, whether
7 or not they are specifically included in this policy.

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

12 **e.** Inform themselves of the effects of any prescription or non-
13 prescription medications by obtaining information from health care providers, pharmacists,
14 medication packages and brochures, or other authoritative sources in advance of performing
15 work duties.

16 **f.** Notify their manager in advance when their use of prescription or
17 non-prescription medications may impair the employee’s ability to perform the essential
18 functions of their position that will result in a direct threat to others. Employees who drive a
19 motor vehicle as part of their job, whether a County vehicle or their personal vehicle, should
20 report when they are taking any medication that may impair their ability to drive.

21 **4. Cooperation with Policy Administration**

22 Employees shall:

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

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

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

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

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

9 f. Disclose promptly (upon the next working day) and fully to their
10 manager:

11 i. All drug or alcohol related arrests, citations, convictions,
12 guilty pleas, no contest pleas or diversions which resulted from conduct which occurred while
13 the employee was on duty, on County property, or in a County vehicle; or

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

18 **C. Levels of Discipline**

19 1. The level of discipline imposed on regular status employees for violation
20 of the Alcohol and Drug Policy Work Rules above or other violations resulting from the use of
21 alcohol or drugs will be according to the provisions of Article 14, Disciplinary Action.

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

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

- 29 a. works in the criminal justice system
- 30 b. responsibility for public safety or the safety of co-workers
- 31 c. handling narcotics or other controlled substances
- 32 d. handling hazardous equipment or materials

1 e. influencing the behavior of minors

2 4. In instances in which the County determines that an employee's conduct
3 warrants termination, the County may offer the employee continued employment under the
4 terms of a Last Chance Agreement if there are mitigating circumstances, such as a Substance
5 Use Disorder or other good cause. An example of a Last Chance Agreement is included as an
6 attachment to this Addendum.

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

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

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

15 iii. the signatures of the employee's manager, the employee,
16 and the employee's Union representative.

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

20 **D. Mandatory Assessment and Treatment**

21 1. Employees who are disciplined for conduct which is related to the use of
22 alcohol or drugs may be required to undergo assessment and to complete a program of
23 education and/or treatment prescribed by a Substance Abuse Professional selected by the
24 County. Employees who test positive for alcohol or controlled substances may be required to
25 undergo assessment at management's discretion, regardless of whether disciplinary action has
26 been taken or a Last Chance Agreement entered into.

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

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

1 **E. Return to Work Testing**

2 Employees who test positive for being “under the influence” of drugs will be
3 required to test negative before returning to work. (Note that Federal law requires CDL holders
4 performing safety- sensitive functions to undergo return to work testing after a positive alcohol
5 or drug test.)

6 **IV. Testing**

7 **A. Basis for Testing**

8 1. All employees may be tested:

9 a. Where objective and specific facts and observations have been
10 identified by a manager that has successfully completed the County’s drug and alcohol training
11 for supervisors and managers to establish reasonable suspicion of being “under the influence”
12 of alcohol or prohibited drugs;

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

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

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

19 3. Consistent with Federal law, employees in safety- sensitive positions,
20 including but not limited to holders of CDL’s and Bridge Operators, shall be subject to the
21 testing requirements of federal law, in addition to the requirements herein which apply to all
22 employees. For example, unlike other employees, employees in safety sensitive positions will
23 be subject to legally required random testing and testing following certain kinds of accidents.

24 **B. Establishing Reasonable Suspicion**

25 1. **Definition**

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

1 other persons, unexplained absences during office hours, or employee's admission of use of
2 prohibited substances.

3 **2. Manager Training**

4 The County will provide training to all managers on establishing
5 reasonable suspicion and the nature of alcohol and drug dependency. Managers who have not
6 been trained will not have the authority to direct employees to be tested on the basis of
7 reasonable suspicion of being under the influence.

8 **3. Lead Workers**

9 When no manager is immediately present, lead workers who oversee day-
10 to-day work activities are "managers" for the purposes of establishing reasonable suspicion
11 and directing employees to be tested on that basis. This provision applies to lead workers who
12 supervise or act as lead workers as part of their job description, as well as to those who receive
13 premium pay under Addendum B, Lead Worker Assignment and Pay. Lead Workers who have
14 not received the County's drug and alcohol training for supervisors and managers will not have
15 the authority to direct employees to be tested on the basis of reasonable suspicion of being
16 under the influence.

17 **4. Additional Precautions**

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

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

23 **b.** The manager shall provide upon request within forty-eight (48)
24 hours of the oral determination of "reasonable suspicion" a written specification of the grounds
25 for reasonable suspicion including the circumstances surrounding the testing and the reasons
26 why the test was ordered; and

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

31 **C. Testing Methodology**

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

5 **1. Drug Testing**

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

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

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

20 **ii.** Appeals. If an employee disagrees with the results of the
21 alcohol or drug test, the employee may request, in writing, within seventy-two (72) hours of
22 receipt of test results, that the original sample be re-tested at the employee's expense by a
23 second Substance Abuse and Mental Health Services Administration (SAMSHA) certified
24 testing laboratory. The result of any such retest will be deemed final and binding and not subject
25 to any further test. Failure to make a timely written request for a retest shall be deemed
26 acceptance of the test results. If an employee requests a retest, any disciplinary action shall
27 be stayed pending the results of the re-testing.

28 **2. Alcohol Testing**

29 **a.** Alcohol tests are conducted using a breathalyzer screening test.
30 Employees who test 0.02 or higher will be required to submit to a confirmation test. Test results
31 will be issued only to the County's Drug and Alcohol Policy Coordinator. The results will be sent

1 by certified mail or hand-delivered to the employee within three (3) working days of receipt of
 2 the results by the County.

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

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

8 **V. Definitions**

9 **A. Alcohol:**

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

12 **B. Controlled Substance:**

13 All forms of narcotics, depressants, stimulants, analgesics, hallucinogens, and
 14 cannabis, as classified in Schedules I V under the Federal Controlled Substances Act (21 USC
 15 § 811 812) as modified under ORS 475.035, whose sale, purchase, transfer, use, or
 16 possession is prohibited or restricted by law.

17 **C. County:**

18 Multnomah County, Oregon.

19 **D. Drug Paraphernalia:**

20 Drug paraphernalia means any and all equipment, products, and materials of any
 21 kind, as more particularly defined in ORS 475.525(2), which are or can be used in connection
 22 with the production, delivery, or use of a controlled substance as that term is defined by ORS
 23 475.005.

24 **E. Drug Test:**

25 A laboratory analysis of a urine sample to determine the presence of certain
 26 prohibited drugs or their metabolites in the body.

27 **F. Drugs:**

28 Controlled substances, designer drugs (drug substances not approved for
 29 medical or other use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug
 30 Administration), and/or over the counter preparations available without a prescription from a
 31 medical doctor that are capable of impairing an employee's mental or physical ability to safely,
 32 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 a substance use disorder.

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 III.B.3." 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 1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if
2 required, I shall immediately enroll and continue in a bona fide alcohol/drug inpatient or
3 outpatient rehabilitation program approved by the County. I fully understand that should I fail
4 to complete either the inpatient or outpatient program or fail to stay in good standing with the
5 maintenance and/or aftercare program, my employment with the County will be terminated.

6
7 2. I agree to comply with and complete the conditions of my " Treatment Plan", which may
8 include participation in a maintenance or aftercare program as recommended by my treatment
9 counselor. If I must be absent from my aftercare or maintenance program, I must notify the
10 County. The County has my permission to verify my attendance at required meetings. If I do
11 not continue in the aftercare or maintenance program, I understand that my employment will
12 be terminated.

13
14 3. I understand that the signing of this agreement shall allow the County the right to
15 communicate with my physician and/or counselors regarding my status and progress of
16 rehabilitation and aftercare. I further agree to sign any authorization or release of information
17 necessary to allow for such communication.

18
19 4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing
20 (urinalysis and breath test) by the County for a period of twenty-four (24) months from the date
21 I return to work. This time period will increase accordingly if I am absent from work, for any
22 reason, for a cumulative period of one (1) month or more. I understand that if I refuse to take a
23 drug and/or alcohol test or if a test is positive, my employment will be terminated.

24
25 5. I agree to return to work upon successful completion of an alcohol/drug rehabilitation
26 program if my substance abuse counselor requires inpatient treatment. If enrolled in outpatient
27 treatment, I may return when I am substance free and in good standing in my maintenance
28 program, at such time as recommended by my treatment counselor.

29
30 6. It is understood that this agreement constitutes a final warning.

31

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

4
5 8. I realize that violation of the drug and alcohol rules and/or policies at any time in the
6 future is cause for termination without a pre-termination hearing.

7
8 9. I realize that my employment will be terminated if I fail to meet the expectations outlined
9 in this Agreement and the letter attached.

10

11 **Disciplinary Action**

12 I understand that the disciplinary action imposed in the attached letter may not be grieved under
13 the grievance procedure in the Local 88-2 (Pharmacists Unit) contract.

14

15 **Personal Commitment**

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

23

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

30

31 _____

32 (Employee) (Date) (Managerial Employee with (Date)

Disciplinary Authority**)

1
2
3
4
5
6
7
8
9
10
11
12

(Labor Representative) (Date)

(Employee's Immediate Manager***) (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 manager does not have termination authority

ADDENDUM D

ON-CALL AND TEMPORARY EMPLOYEES

I. Recognition Agreement

On-Call and Temporary employees in the Pharmacists job profile are included in the bargaining unit under the terms of this Addendum.

II. Applicable Terms

The following terms and conditions shall apply to On-Call and Temporary employees:

A. Job Security and Access to Internal Recruitments

1. Administrative Leave During Investigations

If an employee is removed from eligibility to take on-call or temporary shifts during the course of an investigation, they will be entitled to daily Administrative Leave for up to thirty (30) calendar days in the amount of the average number of hours they have worked per day over the previous three (3) months.

2. Termination Appeals

a. On-Call and Temporary employees may be terminated at any time.

If the County terminates or stops utilizing an On-Call or Temporary employee, upon request the employee will be given a written explanation of the reason for termination or why they are no longer being utilized. The County’s decision to terminate or to no longer utilize an On-Call or Temporary employee will not be subject to the grievance procedure but may be appealed to the Department Director.

b. No employee may be terminated, disciplined, not utilized, or have their employment restricted for any discriminatory reason prohibited by Article 18 of the Collective Bargaining Agreement.

3. Internal Recruitments

On-Call and Temporary employees are eligible to participate in internal recruitments provided that they were currently or previously hired for through a civil service process.

B. Compensation

1. Wage Schedule

1 On-Call and Temporary employees will be on the same wage schedule as
2 Regular Status employees, and shall receive the same COLA as Regular Status employees.

3 **2. Step Increases**

4 At the end of each fiscal year, the County will run a report to determine
5 which On-Call and Temporary employees have cumulatively worked at least one thousand
6 forty (1,040) hours. Those employees will be advanced to the subsequent step of their job
7 profile's regular pay scale on July 1st of each year. On-Call and Temporary employees shall
8 advance to the subsequent step in their base job profile each time they work an additional one
9 thousand and forty (1,040) hours each fiscal year until they achieve the maximum step of the
10 pay scale. Any step increases will be effective on the first day of the fiscal year and will not be
11 retroactive to the date the employee reached one thousand forty hours (1,040) hours. However,
12 the employee will begin accumulating hours towards the subsequent one thousand and forty
13 (1,040) hours prior to the end of the fiscal year and the implementation of the step increase.

14
15 **b.** Time spent as a regular status employee will not count towards the
16 one thousand and forty (1,040) hours. Hours are accrued from current hire date from On-Call
17 and Temporary status. Any hours prior to a separation from service will not carry over. A
18 separation of service is defined as removal from On-Call or Temporary employment or
19 voluntary resignation. However, reinstatement following a successful appeal under this Article
20 shall not constitute a separation from service.

21 **c.** Hours are accrued from current hire date as On-Call and
22 Temporary Status.

23 **d.** A regular status employee who takes an On-Call or Temporary
24 assignment in their job profile while on a recall list shall be entitled to pay at their regular status
25 step rate.

26 **3. Premiums**

27 On-Call and Temporary employees will only be eligible for ad hoc Bilingual
28 Premium Pay and Essential Worker Pay.

29 **4. Overtime**

30 Employees who work more than forty (40) hours in an FLSA work week
31 shall be compensated at the rate of one and one half (1-1/2) times their normal hourly rate of
32 pay. On-Call and temporary employees are not eligible to accrue compensatory time.

1 **C. Benefits**

2 **1. Sick Leave**

3 On-Call and Temporary employees will continue to accrue sick leave at
4 the rate of 0.05 hours of sick leave, for each County compensated hour and may use it for
5 scheduled shifts and for the same covered reasons as regular employees.

6 **III. Training**

7 On-Call and Temporary employees may be directed by the County, at its sole discretion,
8 to attend mandatory training for the purposes of maintaining their status as On-Call or
9 Temporary employees. On-Call and Temporary employees may also be offered optional
10 training opportunities by the County based on availability of training, in alignment with their
11 County-assigned job responsibilities. On-Call and Temporary employees shall be paid for
12 attending County training.

13 **IV. Drug and Alcohol Policy**

14 The provisions found in Addendum C, Drug and Alcohol Policy, shall apply to On-Call
15 and Temporary employees.

16 **V. Settlement of Disputes**

17 On-Call and Temporary employees shall be covered under the terms of Article 15 –
18 Settlement of Disputes, strictly limited, however, to enforcement of Addendum B, of this
19 agreement.

20 **VI. Use of the term "employee" elsewhere in this Agreement will specifically exclude On-
21 Call and Temporary pharmacists.**

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