
2022-2025



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 pharmacists, physicians, 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 3,600 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 Executive Board Members, Chief Stewards, and Stewards are available to answer questions, support Local 88 members and maintain quality working conditions. Stewards are appointed and help advocate and represent other members in their work unit or department. Chief Stewards coordinate the efforts of stewards in one or more department(s). After being a member in good standing for one year, you may decide to become a Steward or 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
6025 E Burnside St
Portland OR 97215-1267

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Voice Mail: 503-567-2888
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Website: www.afscmelocal88.org
Email: cabi@afscmelocal88.org

Become a Member Today!

GO TO:
www.oregonafscme.org
Click "JOIN"

Meetings are held at the union office on East Burnside (6025 E. Burnside)

- 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

| | | |
|-------------------------|--|---------------|
| Steward: | | Phone Number: |
| Lead Steward: | | Phone Number: |
| Council Representative: | | Phone Number: |

2022-2025

**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
PHONE: 503-988-5135
FAX: 503-988-3009**

This document is available in accessible format upon request

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2022-2025 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 Classification), AFSCME, hereinafter referred to as the “Union”, as the sole and exclusive bargaining representative for the purpose of establishing salaries, hours and conditions of employment. The bargaining unit shall be defined as including all employees in the County’s Pharmacist classification, 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.

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ARTICLE 3
DEFINITIONS

5 **I. Full-Time Employee:**

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

9 **II. FTE, or Full-Time Equivalency:**

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

13 **III. Initial Trial Service Period:**

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

20 **IV. Part-Time Employee:**

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

23 **V. Regular Employee:**

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

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

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

1 **VI. Temporary Employee:**

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

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

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

6 **VIII. Pharmacist in Charge:**

7 A pharmacist designated on a pharmacy license as the pharmacist who has the
8 authority and responsibility for the pharmacy's compliance with laws and rules pertaining
9 to the practice of pharmacy, as defined by the Oregon Board of Pharmacy in OAR 855-
10 019-0300

11 **IX. Float Pharmacist**

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

14 **X. Community Pharmacist**

15 An individual licensed by the State of Oregon to engage in the practice of pharmacy
16 whose primary role is to dispense medications, provide patient education, perform drug
17 utilization review, and engage with primary care providers to provide drug information and
18 coordinate care; in addition to supervision, direction, and control of pharmacy technician
19 practice as defined in Health Department pharmacies.

20 **XI. Clinical Pharmacist**

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

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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 and CHECK OFF

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

3. Appointment to excluded positions

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

4. Monthly listing of new and terminated employees

1 The County agrees to furnish the Union by the 10th of each month a
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, Classification seniority dates, work phone number and email address,
7 work location, and home mailing address.

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

12 **B. Other Deductions**

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

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

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

27 **III. Union Representation**

28 **A. Contract Negotiations**

29 **1.** The County will release from their regular duties up to ten percent (10%)
30 of the Pharmacist bargaining unit or a number equal to the number of Health Department
31 Representatives, whichever is greater to participate on the union's bargaining team. Both

1 parties will endeavor to appoint an equal number of representatives to their respective
2 teams.

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

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

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

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

15 **B. Grievances and Contract Administration**

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

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

20 **1. Bulletin boards**

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

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

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

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

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

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

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

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

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

20 **vii.** Stewards will make every effort to avoid disruptions and
21 interruptions of work.

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

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

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

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

3 **D. Union Business**

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

5 **1. Union Business (County Paid Time):**

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

13 **2. Union Business (Union Reimbursable Time):**

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

24 **b.** Union Business (Union Reimbursable Time) addressed in this
25 section would pertain to such activities as contract administration - such as time to cover
26 for staff replacement, time to attend training conferences such as arbitration/grievance
27 training; and time off to prepare for negotiations; Officers/Delegates Duties – such as
28 attending AFSCME International Convention, Oregon AFSCME Council 75 convention,
29 AFL-CIO Convention; Conferences/Other – Women's Convention, appointment to
30 AFSCME or other Union Board seat or committee; and other mutually agreed activities
31 that would qualify for Union Business (Union Reimbursable Time).

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

22 **3. Union Business (Unpaid) Leave:**

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

29 **E. Union Business – Employment Status:**

30 **1.** Employees in Union Business Leave County Paid time and Union
 31 Reimbursable time shall be treated as in paid leave status regarding accrual of benefits

1 such as vacation, sick leave, Health and Welfare, pension or any other benefit granted
2 employees in paid leave status.

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

6 **F. Visits by Union Representatives**

7 The County agrees that accredited representatives of the American Federation
8 of State, County and Municipal Employees, AFL-CIO, whether local Union
9 representatives, Staff Representatives, or International representatives, upon reasonable
10 and proper introduction, shall have reasonable access to the premises of the County at
11 any time during working hours to conduct Union business. The Union agrees that such
12 visits will cause no disruptions or interruptions of work.

13 **IV. Technology, the Union and the Work Place**

14 The use of information technology in the workplace will be consistent with federal
15 and state laws, county policies and rules for public records, ethics and conduct of
16 employees, and Multnomah County Personnel Rules, including but not limited to, rules 3-
17 35 Use of Information Technology, 3-36 Social Media, and 3-37 Cellular Devices.

ARTICLE 6

NO STRIKE OR LOCKOUT

I. No Strike

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location where County services are performed during the life of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized.

II. Crossing of Picket Lines

Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by 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 2022-2023

1. Retroactive to July 1, 2022, employees shall be placed on the salary schedule attached to this agreement as Addendum A, at the individual Steps set out in the list attached to this agreement as Addendum B. These Step Placements shall reflect Step Increases for individuals not-yet topped out, and eligible for Merit Increases, on the former salary schedule.

2. Additionally, effective upon County Board ratification of this contract, regular status and limited duration employees covered by this agreement and in active status as of County Board ratification date, will receive a one-time payment of 2% of base wages, but no less than two thousand five-hundred dollars (\$2,500) prorated by FTE. This one-time payment is to address current job market conditions and employee retention.

C. Salary Range for FY 2023-2024

1. Effective July 1, 2023, the salary and ranges of employees covered by this Agreement shall be increased by five percent (5%).

2. Additionally, on July 1, 2023, regular status and limited duration employees covered by this agreement will receive a one-time payment of 1% of base wages, but no less than two-thousand dollars \$2,000, prorated by FTE as of July 1, 2023. This one-time payment is to address current job market conditions and employee retention.

D. Salary Range for FY 2024-2025

Effective July 1, 2024, the rates and ranges of employees covered by this Agreement shall be increased by an amount equal to the percentage increase in the West

1 Size Class A Consumer Price Index for Urban Wage Earners and Clerical Workers
2 between January of 2023 and January of 2024 with a minimum of one percent (1%) to a
3 maximum of four percent (4%).

4 **II. Salary Administration**

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

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

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

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

18 **III. Work Schedules**

19 **A. Posting of Work Schedules**

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

24 **B. Work Location**

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

26 **C. Meal and Rest Periods**

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

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

30 **1. Assessment of Alternative Schedule Options:**

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

5 **E. Voluntary Reductions in Hours**

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

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

12 **IV. Premiums**

13 **A. Bilingual Premium:**

14 1. A differential of two percent (2%) of the base rate will be paid to
15 employees who have been directed to interpret or translate to and from English to
16 another language (including the use of sign language). Direction to interpret or
17 translate may come in the form of:

18 a. A language KSA has been assigned for the position.

19 b. An employee has received direction from management to
20 interpret or translate on a routine basis.

21 c. Because of their assigned duties, an employee is routinely
22 interpreting or translating in the course of their employment with the County.

23 d. In all the above circumstances, bilingual pay premium shall be
24 paid on all hours worked.

25 2. Bilingual pay will be paid on an *ad hoc* basis where an employee is
26 interpreting or translating but not on a routine basis. In such cases, the premium will be
27 paid for hours worked conducting interpretation or translation, in one hour increments,
28 at the flat rate of \$2.00/hr. Beginning July 1, 2023 and for each subsequent year of this
29 contract, bilingual pay will increase by the same percentage as the COLA as indicated
30 in Article 7, Section I.

1 **3.** The County retains the right to set fluency requirements or standards
2 under this Section as long as those requirements are being applied evenly to other
3 employees.

4 **B. Same-Day Reassignment Premium:**

5 **1. Definition**

6 Same-Day Reassignment is when an employee, who is not in a permanent
7 float position, is temporarily required to work their assigned hours at an alternate work
8 site other than their regular work site, but within the same program or division. Same-
9 Day Reassignment will only be used to meet minimal operational requirements.

10 **2.** A premium of \$3.75 per hour will be paid to a Pharmacist who gets
11 a same-day reassignment to an alternate work site other than their previously scheduled
12 work site. Beginning July 1, 2023 and for each subsequent year of this contract, same-
13 day reassignment pay will increase by the same percentage as the COLA as indicated in
14 Article 7, Section I.

15 **3.** Pharmacists designated to regularly float between work locations will
16 be assigned a reporting location for each of their assigned shifts. If a Float Pharmacists
17 get a same-day reassignment to a reporting location different from where they were
18 scheduled, they will be eligible for the Same-Day Reassignment premium.

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

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

26 Generally, employees who are given Same-Day Reassignment will
27 first report to their regular work site then travel to the alternative work site, and return to
28 their regular work site when released from the alternative work site, and the time traveling
29 to and from the alternative work site will be included in the employee's regular work
30 hours. Employees relocating from their regular work location will be expected to arrive
31 within one hour based upon location change and traffic conditions. (Example: A sick call-

1 out the morning of, and same day reassignment is made that morning.) Employees
2 traveling from home will be expected to arrive at their usual start time unless
3 arrangements have been made with the management team. (Example: A sick call out
4 is received the day before, and same day reassignment is made the day before.) If the
5 commute mileage is greater than the employee's commute mileage to the regular work
6 site, they will be compensated the mileage difference. Employees reassigned will be
7 entitled to mileage reimbursement in an amount reflecting the distance between the
8 employee's regular work site and the work site to which they are reassigned.

9 **6. Orientation**

10 Employees will receive or have been previously given information
11 needed to work at the location to which they are reassigned, including the layout of the
12 location, codes and passwords necessary to do their work, and the location of
13 supplies. Employees will receive orientation appropriate to the location and their
14 assignment, taking into account the employee's previous experience and familiarity with
15 that location. If during the reassignment the employee is asked to perform a task or
16 procedure that the employee does not feel qualified or trained to perform, the employee
17 should immediately ask a supervisor who will assign the employee a different task or
18 procedure consistent with the employee's skills and competencies.

19 **C. PIC Premium:**

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

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

26 **V. Deferred Compensation Plan**

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

30 **VI. Retirement**

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

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

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

9 **VII. Retiree Medical Benefits**

10 **A. Right to Participate**

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

19 **B. Choice of Plan**

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

26 **C. Requirement to Continuously Participate**

27 **1.** In addition to the other requirements of this section, continued
28 healthcare participation or benefit of County contributions is conditioned on the retiree's
29 continuous participation in a County sponsored medical and/or dental insurance plan from
30 the time of retirement, and upon the retiree's timely payment of the applicable retiree
31 portion (i.e., fifty percent (50%) or one hundred percent (100%) as applicable) of the

1 monthly premium. Except as described below in subsection 2, failure to continuously
 2 participate or make timely and sufficient payment of the applicable retiree portion of the
 3 monthly premium shall terminate the retiree's rights under this section.

4 **2.** A retiree who retires on or after the ratification will be allowed to leave
 5 County coverage, and then opt back on to a County plan, as a one-time opportunity. To
 6 receive this benefit, however, the retiree must demonstrate continuous coverage under a
 7 plan that meets the minimum value requirements set forth under the Affordable Care Act
 8 (ACA), e.g., an employer-sponsored group medical plan. The retiree must enroll within
 9 sixty (60) calendar days of loss of coverage under the non-County group medical or dental
 10 plan. The effective date of coverage will be the first day of the month on or after receipt
 11 of all enrollment forms.

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

17 **VII. Transportation Reimbursement**

18 **A. Automobile/Mileage**

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

22 **B. TriMet Pass**

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

25 **VIII. Professional Fees and Continuing Education**

26 **A.** The County shall pay bargaining unit members' Oregon Board of Pharmacy
 27 Licensure Fees on a prorated basis, based on FTE as of the date of the annual or biennial
 28 billing, retroactive to July 1, 2022. Additionally, the County will pay the cost of relevant
 29 professional board certifications and recertification, contingent upon passing the board
 30 certification examination, up to \$600 every two (2) years.

1 **B.** The County will continue to pay for the full cost of each employee's
2 subscription to the "Pharmacist Letter".

3 **C.** The County will provide five hundred dollars (\$500) every 24 months per
4 employee for fees and expenses associated with Professional Association membership
5 and/or attending Continuing Pharmacy Education training; unused funds will not be
6 carried over from year to year. Those employees assigned less than 0.8 FTE shall receive
7 a stipend on a pro rata basis. Proposed Professional Association membership and CPE
8 training must be pre-approved by the employee's supervisor.

9 **D.** Full-time employees shall be given two (2) days paid release per fiscal year
10 to attend Continuing Pharmacist Education training. Those employees assigned less than
11 0.8 FTE shall receive paid release time on a pro rata basis.

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

16 **F.** The County will pay for the cost of CPR training for employees who maintain
17 their certification, including those who voluntarily do so, not to exceed \$100 every twenty-
18 four (24) months.

19 **IX. Temporary Appointments to a Non-Bargaining Unit Job Profile**

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

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

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

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

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

- 1 **E.** The employee will pay Union dues or such alternatives as are provided by
- 2 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 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
6 tier 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 as 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 group medical benefit plan coverage covering all tax dependents in order to
16 continue to opt-out. Employees will not be eligible to change their election until the
17 County's official annual open enrollment period, unless the employee experiences an IRS
18 recognized family status change event that would allow a mid-year health plan election
19 change or qualifies for Special Enrollment under HIPAA.

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

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

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

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

28 4. Employees may also elect to decline dental plan coverage through
29 the County. However, there is no reimbursement associated with declining dental
30 coverage and no proof of other dental coverage is required. Employees will not be eligible
31 to change this election until the County's official annual open enrollment period unless

1 the employee experiences an IRS-recognized family status change event that would allow
2 a mid-year health plan election change or qualifies for Special Enrollment under HIPAA.

3 **F. Successor Plans and Vendors**

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

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

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

18 **II. Other Benefits**

19 **A. Life Insurance**

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

1 **B. Disability**

2 **1. Short-Term**

3 All bargaining unit employees will be covered by the County-paid
4 short-term disability insurance program, at the following coverage level: Sixty Percent
5 (60%) of base earning up to One Thousand Five Hundred Dollars (\$1,500) per week.

6 **2. Long-Term**

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

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

18 **C. Long Term Care**

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

23 **D. VEBA**

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

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

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

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

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

6 **F. New Hires**

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

14 **G. Payoff**

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

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

21 **II. Paid Sick Leave**

22 **A. Definition and Allowable Use**

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

31 **1. Specified Others**

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

3 a. Member of the employee's immediate household; or
4 b. The Employee's spouse, parent, or children as defined in the
5 federal Family and Medical Leave Act (hereafter referred to as "FMLA"); or

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

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

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

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

15 g. Any other family members covered under Paid Leave Oregon
16 which are not already included above.

17 **2. Covered Health Conditions**

18 a. Mental or physical illness, injury, or health condition; need for
19 medical diagnosis, care or treatment of a mental or physical illness injury or health
20 condition; or time off needed for preventative care; or;

21 b. Any qualified condition covered by FMLA or OFLA, regardless
22 of whether the employee meets statutory eligibility requirements or

23 c. Medical, dental or employee assistance program
24 appointments; or

25 d. Any qualified purpose allowed under Oregon's domestic
26 violence, harassment, sexual assault or stalking law; or

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

29 f. In the event of a public health emergency, as defined by
30 Oregon Sick Time Law.

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 called in sick five (5) or
12 more times for separate events in any six (6) month period, regardless of how the time is
13 charged and the employee has been notified by a supervisor or Human Resources
14 representative that such verification will be required for a period up to six (6) months
15 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 Workers' Compensation.

1 **F. Maximum**

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

4 **G. Charging of Sick Leave**

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

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

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

16 **H. Separation from Employment**

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

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

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

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

28 **III. Holidays**

29 **A. Recognized and Observed Holidays**

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

31 **1.** Any day declared a holiday by the Board of County Commissioners

- 1 **2.** New Year's Day (January 1st)
- 2 **3.** Dr. Rev. Martin Luther King, Jr.'s birthday (3rd Monday in January)
- 3 **4.** President's Day (3rd Monday in February)
- 4 **5.** Memorial Day (last Monday in May)
- 5 **6.** Juneteenth (June 19)
- 6 **7.** Independence Day (July 4)
- 7 **8.** Labor Day (1st Monday in September)
- 8 **9.** Veteran's Day (November 11)
- 9 **10.** Thanksgiving Day (4th Thursday in November)
- 10 **11.** Two (2) days to be used as a floating holiday during the fiscal year

11 provided the employee gives two (2) weeks' notice and has the consent of the employee's
 12 supervisor. If the supervisor determines the holiday usage requested is impracticable, the
 13 employee shall be credited with one (1) day of Saved Holiday time, subject to
 14 requirements of Section E. below.

15 The two (2) days of leave shall be accrued and determined based on the
 16 employee's regularly assigned work schedule. Part-time employees will accrue the saved
 17 holiday prorated based on their normal FTE.

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

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

24 **B. Holiday Observance**

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

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

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

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

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

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

5 **3. Part-time employees, and full-time employees on an irregular**
6 **schedule.**

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

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

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

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

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

23 **IV. Recognition Leave**

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

27 **V. Jury Duty**

28 **A.** An employee shall be granted leave with full pay in lieu of jury fees on any
29 scheduled day of work the employee is required to report for jury duty, if upon receipt the
30 employee submits jury fees or evidence of waiver of jury fees to Payroll. Employees may

1 retain reimbursement provided for by statute for mileage and other expenses incurred as
2 a result of jury service.

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

7 **VI. Military Leave**

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

15 **VII. Bereavement Leave**

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

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

- 28 A. parents
- 29 B. step-parents
- 30 C. children
- 31 D. step-children

- 1 E. siblings
- 2 F. step-siblings
- 3 G. grandchildren
- 4 H. grandparents
- 5 I. siblings-in-law

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

8 For any individual related by blood or affinity whose close association with the
9 employee is the equivalent of a family relationship, such leave of absence shall be granted
10 by the employee's supervisor.

11 **VIII. Personnel Examinations/Interviews**

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

15 **IX. Immigration and Citizenship Leave**

16 **A.** An employee may use up to forty (40) hours of accrued paid sick leave per
17 fiscal year to address immigration or citizenship matters for themselves or members of
18 their family as defined in the Collective Bargaining Agreement. This includes, but is not
19 limited to, attending meetings with immigration or criminal defense attorneys, state or
20 federal criminal court proceedings, deportation hearings, or other events bearing on the
21 subject individual's legal resident, immigration, or citizenship status.

22 **B.** An employee who has used forty (40) hours of sick leave under Section A and
23 has exhausted all other vacation, and Saved Holiday, but who needs additional leave for
24 the purposes described in Section A to address immigration and citizenship matters, shall
25 be granted unpaid leave of absence to the extent allowed by law.

26 **C.** The County may request written documentation corroborating the dates of
27 requested Immigration and Citizenship Leave.

28 **X. Paid Leave Oregon Reopener**

29 The parties acknowledge that the County or the Union may, at a later date separate
30 from successor bargaining, exercise a reopener(s) of Article 9, II, Sick Leave, above and
31 Article 8.II.B., upon written notice to the other party. This reopener will be for the exclusive

- 1 purpose of addressing the impacts, effects, and/or changes of the Paid Leave Oregon
- 2 program. This reopener will be subject to the same rules and bargaining process.

ARTICLE 10
WORKERS' COMPENSATION AND
SUPPLEMENTAL BENEFITS

I. Coverage

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

II. Employee Status

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

III. Supplemental Benefits

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

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

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

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

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 any premiums paid to the County for medical/dental
23 benefits, and

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

26 **VI. Benefits**

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

1 **VII. Borrowing of Sick Leave**

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

ARTICLE 11
SENIORITY AND LAYOFF

I. Definition of Seniority

Seniority will be determined as follows:

A. The total length of continuous service, including time employed as a temporary employee 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 lot in a manner to be determined by the Central Human Resources Division.

II. Computation of Seniority

Seniority shall be in accordance with the following rules:

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

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

3. When an authorized 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 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 bargaining unit shall not be forfeited due to promotion into management service.

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

1 after layoff, by removal from all recall lists pursuant to "Section IV" of this Article, transfer
2 or promotion out of the bargaining unit.

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

8 **III. Layoff**

9 **A. Employees Affected**

10 **1.** Should the County find it necessary to reduce the number of
11 bargaining unit employees through layoff, the County will identify the clinic/program, the
12 Pharmacist Specialty Area from which the layoff shall be made. The bargaining unit
13 employee at that clinic/program or Specialty Area with the lowest length of service will be
14 affected.

15 **2.** Pharmacists Specialty Area shall be defined as: a) Community
16 Pharmacists; and b) Clinical Pharmacists.

17 **B. Layoff Rules**

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

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

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

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

25 **2.** Layoff

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

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

31 **2.** Initial trial service employees laid off will be placed on reinstatement

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

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

6 **1. Employee Notification**

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

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

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

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

19 After a layoff process affecting the employee's job profile has
 20 occurred, employees who are on Family Medical Leave (FMLA/OFLA) without pay
 21 immediately prior to returning to work will return to the position formerly held, and the
 22 employee occupying that position will be reassigned according to seniority pursuant to
 23 this Article.

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

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

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

29 All employees on leave of absence without pay that exceeds thirty
 30 (30) days except for circumstances listed in this Article will have their seniority
 31 recalculated upon their return from leave so that none of the time on the leave of absence

1 without pay counts toward seniority per Section II.B.3 of this Article.

2 **IV. Bumping**

3 **A. Bumping Definition**

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

6 **B. The Bumping Process**

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

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

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

16 **4.** By mutual agreement between the County and the Union, an
17 employee may take a vacant position in a specialty area for which they are qualified other
18 than their current category, but will serve a ninety-day (90) trial service period. If an
19 employee is on paid or unpaid leave for more than fourteen (14) consecutive calendar
20 days during the ninety-day (90) trial service period, the trial service period may be
21 extended by the length of the employee's absence. If during the trial period the Pharmacy
22 Director or their designee determines that the employee is not satisfactorily performing
23 the duties of the assignment, then the employee shall be removed from the assignment
24 and, if no other bumping option is available, shall be placed on the recall list in accordance
25 with Article 11.V.

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

28 **6.** Employees may not be reassigned to positions under this article
29 unless qualified to perform the duties of that position. Employees may be denied rights
30 otherwise available under these provisions only if they do not meet minimum

1 qualifications as described in the position description and cannot obtain those
 2 qualifications within ninety (90) days.

3 **V. Notice and Recall List**

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

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

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

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

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

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

22 1. Upon written request of the employee; or

23 2. Upon their retirement; or

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

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

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

28 6. Disciplinary termination for cause; or

29 7. Failure to maintain Oregon licensure and Board eligibility or
 30 certification.

31 **D.** Employees who are laid off and are on recall list(s) and return to permanent

1 County employment for any reason will be treated as if they have been on a leave of
2 absence without pay for the purpose of computing seniority.

3 **VI. Recall**

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

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

15 **VII. Seniority Application**

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

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

20 **C.** The County agrees to make available to the Union upon request copies of
21 any personnel list the County maintains regarding seniority or job profile changes.

22 **VIII. Posting Process**

23 **A. Seniority List Posting**

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

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

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

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

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

4 **B.** Only time served in the Pharmacist Bargaining Unit shall apply for bumping
5 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 Medical 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 will 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 the appropriate step of the grievance procedure. The grievant may use a grievance form provided by the Union or submit a memorandum containing the following information:

- 1.** Name of the grievant(s)
- 2.** The date of filing
- 3.** A description of the relevant facts upon which the grievance is based and explanation of the grievance
- 4.** A list of the articles and sections of the contract allegedly violated
- 5.** An explanation of how the alleged facts violated the article/sections
- 6.** A description of remedy sought

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

1. Non-disciplinary grievances must be filed within thirty (30) days of the alleged violation of the contract, or within thirty (30) days of the date on which either the grievant or the 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 sixty (60) days from the date of its occurrence. However, the sixty (60) day limitation cited above is not intended to affect the pursuit of grievances regarding alleged ongoing violations of the contract.

2. For the purposes of this Article, as in the rest of this Agreement, "days" means "calendar days," unless otherwise specified. However, if the thirtieth (30th)

1 and/or final day, whichever is applicable, falls on a weekend or holiday, as defined in
2 Article 9 Paid Leaves, Section III.B, except for floating holiday time, the thirtieth (30th)
3 and/or final day will be considered the next business day immediately following the
4 weekend or holiday.

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

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

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

17 **A. Step 1. The Immediate Supervisor:**

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

21 There will be a mandatory meeting either at Step 1 or at Step 2 of the grievance
22 procedure to formally discuss the grievance. Unless an exception is agreed upon by the
23 Union and the County, the meeting will be attended by the grievant, the manager and/or
24 Pharmacy Director, a Health HR Representative, and the steward and/or other Union
25 representative. If the grievance is a class grievance, the union shall assign class
26 representatives for the purposes of the mandatory meeting.

27 **B. Step 2. The Department Director:**

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

1 to the grievant or the employee's Union representative within thirty (30) days of receipt.

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

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

8 **D. Step 4. Arbitration:**

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

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

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

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

29 The arbitrator shall be requested to begin taking evidence and testimony within
30 twenty-five (25) days after submission of the request for arbitration. The Union and the
31 County hereby vest the arbitrator with authority to compel the attendance of witnesses on

1 behalf of either party by issuance of a subpoena, the cost of which shall be borne by the
2 party requesting the subpoena.

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

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

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

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

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

18 **IV. Disciplinary Review Process**

19 **A. Notice of Proposed Discipline**

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

24 **B. Disciplinary Review**

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

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

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

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

17 **b.** Two (2) currently or formerly Oregon licensed non-Local 88-
18 4-unit member Pharmacists (which may include the Pharmacy Director themselves), as
19 selected by the Pharmacy Director, and

20 **c.** One (1) arbitrator, selected from the All-Time Arbitrator Panel
21 List of seven (7) arbitrators that the Union and County mutually agree upon. The Union
22 and the County shall select an arbitrator from the All-Time Arbitrator Panel List by mutual
23 agreement. If the parties are unable to mutually agree on an arbitrator, the arbitrator will
24 be chosen by the method of alternate striking of names from the All-Time Arbitrator Panel
25 List, the order of striking to be determined by lot. One day shall be allowed for the striking
26 of each name. The final name left on the All-Time Arbitrator Panel List shall be the
27 arbitrator. Nothing in this section shall prohibit the Union and the County from agreeing
28 upon a permanent arbitrator.

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

1 1) in the case of imposed discipline, the identified concerns regarding
2 the Pharmacist's performance, and the imposed discipline and rationale for the imposed
3 discipline; and

4 2) in the case of denial of a request for removal, the demonstrable
5 relationship to client care.

6 5. The Review Committee shall:

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

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

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

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

23 **V. Representation of Employees**

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

25 1. The Union is the exclusive representative of bargaining unit
26 employees with respect to conditions of employment governed by this Agreement and
27 applicable laws.

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

31 3. An employee may file a grievance through Step 3 of the grievance

1 procedure without the assistance of the Union; however, departure from the grievance
2 procedure described herein shall automatically nullify the Union's obligation to process
3 the grievance. Also, whether or not the employee seeks Union assistance, the Union must
4 be given the opportunity to be present when a settlement offer is made, and any
5 settlement must be consistent with the terms of this Agreement.

6 **B. Stewards**

7 **1. Definition and designation**

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

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

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

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

21 **3. Lead Stewards**

22 There shall be one (1) Lead Steward which may oversee, coordinate,
23 and assist with all matters of contract administration within the bargaining unit.

24 **4. Notification**

25 The Union shall immediately notify the County of the names of
26 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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ARTICLE 17
SAFETY AND HEALTH

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
8 workplaces, working conditions, appropriate safety training, tools, equipment, Personal
9 Protective Equipment (PPE) per OAR 437-002-0134, and to establish safe working
10 procedures for its employees. The employee(s) accepts the responsibility to follow all
11 safety rules and participate in required job or task specific safety training provided by the
12 County.

13 **II. Reporting Unsafe Conditions and Employee Rights to Refuse Work**

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

24 **B.** The County and the Union take note of Federal OSHA regulations related
25 to an employee's rights and responsibilities if they are confronted with an assignment that
26 places them in imminent danger.

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

28 Employee exposure records (environmental monitoring and Safety Data Sheets),
29 and accident/incident reports, including but not limited to OSHA 300 Logs, shall be made
30 available to the employee and their designated representative. A summary of the OSHA
31 300 Log will be posted prominently in the workplace per OAR 437-001-0700.

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2 **IV. Violence in the Workplace**

3 The County is committed to providing its employees with a workplace free of
4 hostility, intimidation, harassment and other unacceptable violent behavior. This includes
5 a work environment supportive of employees who are victims of domestic violence.
6 Employees are expected to report to their managers any workplace violence they
7 experience or observe regardless of its origin. If an employee directly experiences
8 workplace violence, they are expected to also complete the RSK-2 form. The County is
9 responsible for investigating these reports, taking appropriate and necessary action to
10 maintain a safe work environment. If an employee reports a credible threat of violence to
11 their manager, the manager will immediately report it to the Workplace Security Director
12 and the County will take appropriate measures to ensure enhanced security measures
13 are considered that address safety of employees and the public including but not limited
14 to causing a Risk Assessment to be conducted for the situation. Any Risk Assessment
15 will include actionable loss prevention items and an implementation strategy. The County
16 will promptly report the findings of the Risk Assessment to the reporting employee and to
17 the Union. This may result in exclusions of the offending individuals from County facilities
18 when appropriate and lawful.

19 **V. Staffing**

20 Management has the right to determine staffing and establish any minimum
21 staffing requirements. The County will staff appropriately to provide for the safety of
22 employees, clients and members of the public.

ARTICLE 18

GENERAL PROVISIONS

I. No Discrimination

A. Contractually Prohibited Discrimination

1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, sexual orientation, political affiliation, gender identity, gender expression, whistleblower status, source of income, or family status. It is further agreed that there will be no discrimination against a person with a disability unless bona fide job-related reasons exist as provided by the Americans with Disabilities Act and rules promulgated under its terms.

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

B. Legally Prohibited Discrimination and County Complaint Procedure

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

II. No Prejudicial Harassment

A. Prejudicial Acts Prohibited

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

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

1 **B. Sexual Harassment Prohibited**

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

6 **III. Changes in Existing Conditions**

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

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

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

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

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

19 **IV. Loss of Personal Property**

20 **A. Procedure for Advancing Claims**

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

1 **B. Exclusion of Personal Vehicles**

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

4 **V. Transfers**

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

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

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

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

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

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

21 **VI. Minimum Time Served in a Position**

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

26 **VII. Notice of Resignation**

27 **A.** Whenever possible, Clinical Pharmacists will give the County Thirty (30)
28 calendar days' advance written notice of their resignation and Community Pharmacist will
29 give fourteen (14) calendar days' advance written notice of their resignation.

1 **VIII. Additional Shifts**

2 Additional shifts (ie: additional clinical sessions or community pharmacist shifts)
3 scheduled for employees who work under 1.00 FTE shall be compensated as “additional
4 shifts” up to 1.00 FTE at the Pharmacist regular rate of pay after prior approval from
5 Pharmacy Director or their delegate. The additional compensation is done through time
6 entry in Workday using the time code “Additional Shift Salaried”.

7 **IX. Re-Opener on Weekend Hours and Alternative Schedules**

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

11 **X. Facility Closure or Curtailment of Operations**

12 **A. General**

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

18 2. The County Chair, Chair’s Chief-Of-Staff, Chief Operations Officer,
19 or other Chair designee may make Countywide facility closure or operations curtailment
20 decisions. Those executives, and Department Directors and their designees, may make
21 Department facility closure or operations curtailment decisions. Unless otherwise
22 specified, pharmacy operations typically remain open for operations.

23 3. The County reserves the right to maintain and revise policy regarding
24 inclement weather, a natural disaster, or an acute community emergency, as it relates to
25 facility closure and operations curtailment, attendance at work, and reassignment of staff
26 to other temporary work locations. The County further reserves the right to determine
27 whether or not a specific event qualifies under the terms of such policy.

28 **C. Operationally Essential “On Site” Employee Assignments and**
29 **Compensation**

30 1. Employees who have been designated as operationally essential
31 “On-Site” are required to report for duty regardless of facility closure or curtailment of

1 some or all County operations. By September 1 of each year, the County will notify the
 2 Union of the number of operationally essential “On-Site” employees it requires. The
 3 County will seek volunteers first to be designated as Operationally Essential “On-Site”
 4 Employees as of October 1 of each year. If there are no volunteers, then employees will
 5 be designated in inverse seniority order as an Operationally Essential “On-
 6 Site” Employee. An employee who has volunteered or was selected through inverse
 7 order of seniority shall not be required to serve as operationally essential “On-Site” until
 8 all employees have rotated through essential status in successive years. In the event the
 9 County needs to assign an additional employee to essential “On-Site” status after the
 10 initial designation process because a previously designated employee has left
 11 employment with the County or is otherwise unable to perform their assignment, an
 12 employee may volunteer or be selected in the manner provided in this Section.

13 **2. Compensation:**

14 Employees will receive a twenty percent (20%) premium during all
 15 hours worked on-site during a County Closure or Curtailment of non-essential services.

16 **B. Non-Operationally Essential “On Site” Employees**

17 **1.** Pharmacists who are not designated as Operationally Essential “On
 18 Site” Employees and are directed by an appropriately authorized management
 19 representative to not report onsite to work due to facility or operations delayed opening,
 20 early closure, or full curtailment may be reassigned to work from home with the necessary
 21 computer equipment to perform assigned duties, including but not limited to, telehealth
 22 and Remote Processing, until such time as the facility or operation reopens or the
 23 employee is reassigned to another work location. However, if an employee leaves early
 24 due to impending inclement weather, taking their banked leave and the County
 25 subsequently closes or curtails that employee’s facility or program during the balance of
 26 their shift, then the employee will be credited administrative leave for the shift time that
 27 was closed or curtailed or begin telework as directed by the County.

28 **2.** If management is unable to reassign the Pharmacists to another
 29 work location or there is not work available, the Pharmacists shall be compensated for
 30 regularly scheduled work hours.

- 1 **3.** Prior to implementation of teleworking and remote processing for
- 2 Community Pharmacists, the County will meet with the Union and discuss implementation
- 3 and receive feedback on any Union concerns.

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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, 2025, 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, 2025 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 25th day of May, 2023.

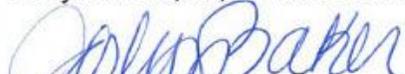
MULTNOMAH COUNTY EMPLOYEES UNION, LOCAL 88-4, AFSCME, AFL-CIO (Pharmacists Unit)


Marion Clark, PharmD, RPh

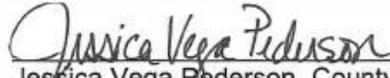

Rachel Uhlig, PharmD, RPh

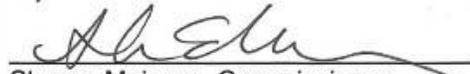

Sarah Block, PharmD, RPh


Percy Winters, Jr., Lead Steward

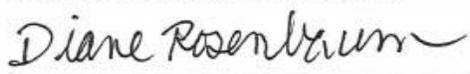

Joslyn Baker, Local 88 President

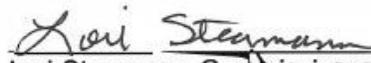
MULTNOMAH COUNTY, OREGON


Jessica Vega Pederson, County Chair


Sharon Meieran, Commissioner


Susheela Jayapal, Commissioner


Diane Rosenbaum, Commissioner


Lori Stegmann, Commissioner

NEGOTIATED FOR THE UNION BY:


Eben Pullman
Bargaining and Representation
Program Manager
AFSCME Council 75

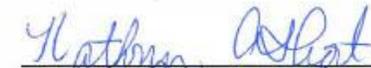

Jordan Muehe
Council Representative
AFSCME Council 75

NEGOTIATED FOR THE COUNTY BY:


Elizabeth Calixtro
Labor Relations Manager
Department of County Management

REVIEWED:

Jenny Madkour, County Attorney
For Multnomah County, Oregon


By: Kathryn A. Short
Deputy County Attorney

SIGNATURE PAGE

ADDENDUM A
SALARY SCHEDULE

| Effective July 1, 2021 | | | | | | | | | | |
|-------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
| Annual | \$112,002.96 | \$115,466.88 | \$119,038.08 | \$122,719.68 | \$126,515.04 | \$130,427.76 | \$134,461.68 | \$138,620.40 | \$142,907.52 | \$147,327.45 |

| Schedule A – Effective July 1, 2022 with 11.32% increase (5%COLA + 6.32% Market) | | | | | | | | | | |
|---|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
| Annual | \$124,681.63 | \$128,537.76 | \$132,513.16 | \$136,611.50 | \$140,836.60 | \$145,192.37 | \$149,682.86 | \$154,312.23 | \$159,084.77 | \$164,004.92 |

| Schedule A – Effective July 1, 2023 with 5% COLA | | | | | | | | | | |
|---|------------|------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
| Annual | 130,915.71 | 134,964.65 | \$139,138.82 | \$143,442.08 | \$147,878.43 | \$152,451.99 | \$157,167.00 | \$162,027.84 | \$167,039.01 | \$172,205.16 |

ON-CALL HOURLY SCHEDULE***

| Schedule A – Effective July 1, 2021 | | | | | | | | | | |
|--|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
| Hourly | \$53.85 | \$55.51 | \$57.23 | \$59.00 | \$60.82 | \$62.71 | \$64.65 | \$66.64 | \$68.71 | \$70.83 |

| | Schedule A – Effective July 1, 2022 with 11.32% increase (5%COLA + 6.32% Market) | | | | | | | | | |
|--------|---|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
| Hourly | \$59.94 | \$61.80 | \$63.71 | \$65.68 | \$67.71 | \$69.80 | \$71.96 | \$74.19 | \$76.48 | \$78.85 |

| | Schedule A – Effective July 1, 2023 with 5% COLA | | | | | | | | | |
|--------|---|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
| Hourly | \$62.94 | \$64.89 | \$66.89 | \$68.96 | \$71.10 | \$73.29 | \$75.56 | \$77.90 | \$80.31 | \$82.79 |

ADDENDUM A: SALARY SCHEDULE

ADDENDUM B

SALARY SCHEDULE PLACEMENT

I. Limited Duration and Regular Status Employees will be placed on the salary schedule based on the following formula:

1. Step 1: Transition existing salary range (7/1/21) into a step salary range (See Addendum A).

2. Step 2: Apply 11.32% adjustment to the range (5% COLA & 6.32% market.)

3. Step 3: Move eligible employees one step up, to account for 7/1/22 adjustments. Future step increases will occur on July 1st of each subsequent year until an employee has reached the top of the assigned job profile range.

4. Step 4: Apply 1 step credit for employees with 1 or more years of residency

5. Step 5: Apply equity adjustment steps to eligible employees (Santon Shagavah & Annie Bui)

II. Temporary/On-Call employees will be placed on the salary schedule based on the following formula:

1. Step 1: Transition existing hourly range (7/1/21) into an hourly step range (See Addendum A).

2. Step 2: Apply 11.32% adjustment to the range (5% COLA & 6.32% market.)

3. Step 3: Effective July 1, 2022, Temporary and On-call employees **not** already at the top step of their assigned pay grade will be advanced one step in recognition of hours worked between their date of hire and June 30, 2022, Thereafter, employees will begin accruing towards their next step increase in accordance with Addendum D On-call & Temporary Employees, section B, item 2.

III. Employees will be placed at the appropriate steps listed below:

| Employee ID | Employee Name | Initial Step Placement | Step Increase - New Step | Residency Credit - 1 add'l step | Final Step w/ Residency Credit & Equity Adjustment* |
|-------------|----------------|------------------------|--------------------------|---------------------------------|---|
| 32064 | Annie Bui | 3 | 4 | 0 | 5* |
| 36725 | Blane Yimesgen | 4 | 5 | 0 | |

| Employee ID | Employee Name | Initial Step Placement | Step Increase - New Step | Residency Credit - 1 add'l step | Final Step w/ Residency Credit & Equity Adjustment* |
|-------------|--------------------|------------------------|--------------------------|---------------------------------|---|
| 15248 | Chieko Yoshihara | 10 | 10 | 0 | |
| 13053 | Chris Carter | 10 | 10 | 0 | |
| 9390 | Dawn Calder | 10 | 10 | 0 | |
| 29013 | Eva Moffatt | 5 | 6 | 1 | 7 |
| 14425 | Fernanda Menda | 10 | 10 | 0 | |
| 30335 | Fernando Camacho | 5 | 6 | 0 | |
| 36301 | Fernando Estrada | 4 | 5 | 1 | 6 |
| 14095 | Fetua Turner | 10 | 10 | 0 | |
| 3194 | Janet Do | 10 | 10 | 0 | |
| 14979 | John Bui | 10 | 10 | 0 | |
| 11264 | Karen Coodley | 10 | 10 | 0 | |
| 18852 | Kerry Rasmussen | 6 | 7 | 0 | |
| 35178 | Ky San | 4 | 5 | 1 | 6 |
| 13375 | Liwen Shimata | 10 | 10 | 0 | |
| 19051 | Marion Clark | 6 | 7 | 0 | |
| 35386 | Natasha Malik | 4 | 5 | 1 | 6 |
| 13662 | Patrick Leong | 10 | 10 | 0 | |
| 19182 | Pearce Engelder | 6 | 7 | 1 | 8 |
| 33908 | Quang Nguyen | 4 | 5 | 0 | |
| 7343 | Rachel Uhlig | 10 | 10 | 0 | |
| 31688 | Santon Shagavah | 3 | 4 | 1 | 6* |
| 18481 | Sarah Block | 7 | 8 | 1 | 9 |
| 35140 | Shahrzad Mohammadi | 4 | 5 | 1 | 6 |
| 15271 | Tam Hoang | 10 | 10 | 0 | |

ADDENDUM B, SALARY SCHEDULE PLACEMENT

| Employee ID | Employee Name | Initial Step Placement | Step Increase - New Step | Residency Credit - 1 add'l step | Final Step w/ Residency Credit & Equity Adjustment* |
|-------------|------------------|------------------------|--------------------------|---------------------------------|---|
| 19497 | Thanh Le | 5 | 6 | 0 | |
| 14108 | Thao-Nguyen Bui | 10 | 10 | 0 | |
| 18876 | Timothy Titus | 8 | 9 | 0 | ** |
| 18356 | Yakov Nazaretyan | 7 | 8 | 0 | |
| 11795 | Carol Richmond | O/C - 10 | O/C - 10 | 0 | |
| 36078 | Daniel Juson | O/C - 4 | O/C - 5 | 0 | |
| 26961 | Hoang Doan | O/C - 4 | O/C - 5 | 0 | |
| 35241 | Leah Staskiewicz | O/C - 4 | O/C - 5 | 0 | |
| 35023 | Melissa Kuhn | O/C - 4 | O/C - 5 | 0 | |
| 34211 | MYMY NGUYEN | O/C - 4 | O/C - 5 | 0 | |
| 35004 | Ping Zhu | O/C - 4 | O/C - 5 | 0 | |

1 * Reflects additional step for Equity Adjustment

2 ** Under review

3

ADDENDUM C
DRUG AND ALCOHOL POLICY

I. Drug Free Workplace Act

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

II. Statement of Principle and Notice of Policy

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

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

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

III. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

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

2. Employees will not be subject to discipline for seeking treatment will not mitigate discipline for rule violations or other unacceptable conduct caused by such dependency.

1 **B. Work Rules**

2 **1. Possession, consumption, solicitation and distribution of alcohol**
 3 **and drugs while on duty**

4 Employees shall:

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

10 **b.** Not possess, consume, manufacture, solicit or distribute, cause to
 11 be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the workplace except
 12 when lawfully required as part of the job.

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

15 **d.** Not possess or consume prescription medications without a valid
 16 prescription.

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

19 Employees shall:

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

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

22 **3. Fitness for duty**

23 Employees shall:

24 **a.** Not report for duty while “under the influence” of alcohol or drugs.
 25 An individual is considered to be “under the influence” of alcohol if a breathalyzer test indicates
 26 the presence of alcohol at or above the .04% level. An individual is considered to be “under the
 27 influence” of drugs when testing indicates the presence of controlled substances at or above
 28 the levels applying to CDL holders.

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

1 c. Comply with legally mandated occupational requirements, whether
2 or not they are specifically included in this policy. .

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

7 e. Inform themselves of the effects of any prescription or non-
8 prescription medications by obtaining information from health care providers, pharmacists,
9 medication packages and brochures, or other authoritative sources in advance of performing
10 work duties.

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

16 **4. Cooperation with Policy Administration**

17 Employees shall:

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

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

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

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

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

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

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

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

13 **C. Levels of Discipline**

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

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

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

24 a. works in the criminal justice system

25 b. responsibility for public safety or the safety of co-workers

26 c. handling narcotics or other controlled substances

27 d. handling hazardous equipment or materials

28 e. influencing the behavior of minors

29 4. In instances in which the County determines that an employee's conduct
30 warrants termination, the County may offer the employee continued employment under the
31 terms of a Last Chance Agreement if there are mitigating circumstances, such as a Substance

1 Use Disorder or other good cause. An example of a Last Chance Agreement is included as an
2 attachment to this Addendum.

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

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

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

11 **iii.** the signatures of the employee's manager, the employee,
12 and the employee's Union representative.

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

16 **D. Mandatory Assessment and Treatment**

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

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

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

29 **E. Return to Work Testing**

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

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

IV. Testing

A. Basis for Testing

1. All employees may be tested:

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

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

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

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

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

B. Establishing Reasonable Suspicion

1. Definition

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

2. Manager Training

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

5 **3. Lead Workers**

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

14 **4. Additional Precautions**

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

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

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

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

27 **C. Testing Methodology**

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

32 **1. Drug Testing**

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

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

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

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

22 **2. Alcohol Testing**

23 **a.** Alcohol tests are conducted using a breathalyzer screening test.
24 Employees who test 0.02 or higher will be required to submit to a confirmation test. Test results
25 will be issued only to the County's Drug and Alcohol Policy Coordinator. The results will be sent
26 by certified mail or hand-delivered to the employee within three (3) working days of receipt of
27 the results by the County.

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

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

1 **V. Definitions**

2 **A. Alcohol:**

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

5 **B. Controlled Substance:**

6 All forms of narcotics, depressants, stimulants, analgesics, hallucinogens, and
7 cannabis, as classified in Schedules I V under the Federal Controlled Substances Act (21 USC
8 § 811 812) as modified under ORS 475.035, whose sale, purchase, transfer, use, or
9 possession is prohibited or restricted by law.

10 **C. County:**

11 Multnomah County, Oregon.

12 **D. Drug Paraphernalia:**

13 Drug paraphernalia means any and all equipment, products, and materials of any
14 kind, as more particularly defined in ORS 475.525(2), which are or can be used in connection
15 with the production, delivery, or use of a controlled substance as that term is defined by ORS
16 475.005.

17 **E. Drug Test:**

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

20 **F. Drugs:**

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

26 **G. Medical Review Officer (MRO):**

27 A medical doctor trained in toxicology who contracts with employers primarily to
28 review positive preliminary drug test results with employees. The MRO determines whether or
29 not the results are likely to have been caused by factors other than a substance use disorder.

30 **H. On Duty:**

31 The period of time during which an employee is engaged in activities which are
32 compensable as work performed on behalf of the County, or the period of time before or after

1 work when an employee is wearing a uniform, badge, or other insignia provided by the County,
 2 or operating a vehicle or equipment which identifies Multnomah County.

3 **I. Prescription Medication:**

4 A medication for which an employee is required by law to have a valid, current
 5 prescription.

6 **J. Reasonable Suspicion of Being under the Influence of Drugs or Alcohol:**

7 See "Section IV. B. 1. a" above.

8 **K. Substance Abuse Professional (SAP):**

9 A licensed physician, or licensed or certified psychologist, social worker,
 10 employee assistance professional, or addiction counselor with knowledge of and clinical
 11 experience in the diagnosis and treatment of alcohol and controlled substance-related
 12 disorders.

13 **L. Under the Influence of Alcohol:**

14 See "Section III. B. 3" above.

15 **M. Under the Influence of Drugs:**

16 See "Section III.B.3." above.

17 **VI. Sample Last Chance Agreement**

LAST CHANCE AGREEMENT

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

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

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

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

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

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

1 treatment, I may return when I am substance free and in good standing in my maintenance
2 program, at such time as recommended by my treatment counselor.

3
4 6. It is understood that this agreement constitutes a final warning.

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

9
10 8. I realize that violation of the drug and alcohol rules and/or policies at any time in the
11 future is cause for termination without a pre-termination hearing.

12
13 9. I realize that my employment will be terminated if I fail to meet the expectations outlined
14 in this Agreement and the letter attached.

15
16 **Disciplinary Action**

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

19
20 **Personal Commitment**

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

28
29 I understand the terms and conditions of this letter. I also understand that, except as expressly
30 stated in this agreement, my terms and conditions of employment will be determined by the
31 County's policies, rules, and the CBA, and that this agreement does not guarantee me
32 employment for any set period of time. I have had sufficient time to study it away from the work

1 place and to consult anyone I desire about it. I sign it free of any duress or coercion. This letter
2 will become part of my personnel file.

3

4 _____
5 (Employee) (Date)

_____ (Date)
(Managerial Employee with
6 Disciplinary Authority**)

7 _____
8 (Labor Representative) (Date)

_____ (Date)
(Employee's Immediate Manager***)

9

10 _____
11 (Multnomah County (Date)

12 Labor Relations, if applicable*)

13

14 Footnotes:

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

16 ** Always necessary.

17 *** Optional in cases in which immediate manager does not have termination authority

18

ADDENDUM D

ON-CALL & 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:

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

2. Step Increases

1 a. At the time of contract ratification, on-call and temp employees will be
2 placed on the salary schedule in accordance with Addendum B.

3 b. Thereafter, at the end of each fiscal year, the County will run a report to
4 determine which On-call and Temporary employees have cumulatively worked at least one
5 thousand forty (1040) hours. Those employees will be advanced to the subsequent step of their
6 job profile's regular Pay Scale on July 1st of each year. On-call and Temporary employees
7 shall advance to the subsequent step in their base job profile each time they work an additional
8 one thousand and forty (1040) hours each fiscal year until they achieve the maximum step of
9 the pay scale. Any step increases will be effective on the first day of the fiscal year and will not
10 be retroactive to the date the employee reached one thousand forty hours (1040) hours.
11 However, the employee will begin accumulating hours towards the subsequent one thousand
12 and forty (1040) hours prior to the end of the fiscal year and the implementation of the step
13 increase.

14 c. Time spent as a regular status employee will not count towards the
15 one thousand and forty (1040) hours. Hours are accrued from current hire date from On-call
16 and Temporary status. Any hours prior to a separation from service will not carry over. A
17 separation of service is defined as removal from On-call or Temporary employment or voluntary
18 resignation. However, reinstatement following a successful appeal under this Article shall not
19 constitute a separation from service.

20 d. Hours are accrued from current hire date as On-call and Temporary
21 Status.

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

25 **3. Premiums:**

26 On-Call and Temporary employees will only be eligible for ad hoc Bilingual
27 premium pay and Essential Worker Pay.

28 **4. Overtime:**

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

1 **C. Benefits**

2 **1. Sick Leave:**

3 On-call and Temporary employees will continue to accrue sick leave at the
4 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 **III.** Use of the term "employee" elsewhere in this Agreement will specifically exclude On-
21 Call and Temporary pharmacists.

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