
2020-2022-2025



AGREEMENT

between

Multnomah County, Oregon

and

Multnomah County Employees Union

Local 88-2, AFSCME AFL-CIO

(Physicians and Psychiatrists Unit)



2020-2022-2025

**AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
MULTNOMAH COUNTY EMPLOYEES UNION
LOCAL 88-2, AFSCME, AFL-CIO
(Physicians and Psychiatrists 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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2020-2022-2025 AGREEMENT

Between

MULTNOMAH COUNTY, OREGON

And

MULTNOMAH COUNTY EMPLOYEES UNION

LOCAL 88-2, AFSCME, AFL-CIO

(Physicians and Psychiatrists Unit)

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and Local 88-2 Physicians and Psychiatrists ~~Classification~~ Job Profiles, 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 88-2 (Physician and Psychiatrist Classification-Job Profiles), 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 Physician and Psychiatrist ~~classification-~~ job profiles employed in the Health Department, excluding supervisors, confidential employees, on-call employees and temporary employees. "Supervisor" shall include Site Medical Directors.

II. On-Call and Temporary List

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

III. Certification of Union Officers

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

IV. Certification of County Designee

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

ARTICLE 3
DEFINITIONS

I. Days:

For the purposes of this Agreement, “days” means “calendar days” unless otherwise specified.

II. FTE, or Full-Time Equivalency:

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

III. Full-Time Employee:

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

IV. Initial Trial Service Period:

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

V. Job Share:

A job share is defined as a 1.0 FTE full-time position that is held by two (2) regular status employees on a shared basis in a single ~~classification~~ job profile, thus each employee works .5 FTE. Criteria and qualifications for job share shall be established as operational policy.

The two (2) employees share the duties and responsibilities for the position, dividing the hours equally between them. Each employee will be scheduled to work forty (40) hours during two (2) work weeks. Job share partners will be treated as part-time (.5 FTE) employees for purposes of holidays, leave accruals and scheduling, compensation, and health and welfare benefits.

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VI. On-Call Employee:

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

VII. Part-Time Employee:

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

VIII. Regular Employee:

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

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

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

IX. Temporary Employee:

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

X. Interchangeable Use of the Terms Physician, Psychiatrist, or Employee:

Throughout this Agreement, the terms Physician, Psychiatrist, and Employee are used interchangeably, unless otherwise denoted as a job profile specific provision.

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 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

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

1 a. All new bargaining unit employees hired during the previous month
2 and of all employees who terminated during the previous month. Such listing shall contain
3 the names of the employees, __-base pay, date of birth, full-time/part-time status, number
4 of scheduled hours, ~~Classification~~ Job Profile seniority dates, work phone number and
5 email address, work location, and home mailing address.

6 b. All bargaining unit employees, including members of the union and
7 non-members. Such listing shall contain the names of the employees, base pay, date of
8 birth, full-time/part-time status, number of scheduled hours, hire dates, work phone
9 number and email address, work location and home mailing address and if available,
10 personal email, home and mobile phone numbers.

11 **B. AFSCME PEOPLE Deductions**

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

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

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

25 **III. Union Representation**

26 **A. Contract Negotiations**

27 1. The Union's Negotiating Team shall consist of not more than four (4)
28 members, three (3) of whom may be employees. The County Negotiating Team shall also
29 consist of not more than four (4) members. County employees participating in such
30 negotiations will be allowed to do so without loss of pay. The Union and County may
31 mutually agree to a different number of negotiating team members, appointing an equal

1 number of representatives from labor and management.

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

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

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

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

17 **B. Grievances and Contract Administration**

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

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

22 **1. Bulletin boards**

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

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

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

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

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

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

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

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

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

19 **vi.** The Local 88 President or designee may use the County's
20 electronic communication systems for the purpose of communicating with Local 88-2
21 members. All such communications shall comply with County Personnel Rules.
22 Communications that are sent to employees within a single Department shall be approved
23 by the Department Director or designee prior to distribution. Communications that are
24 distributed to employees in more than one Department shall be approved by the director
25 of Central Human Resources or Labor Relations prior to distribution. Examples of such
26 communications may include, but are not limited to: meeting announcements; Union
27 elections and ratification votes; Union appointments; bargaining updates prior to impasse;
28 seniority lists; and miscellaneous surveys.

29 **vii.** Stewards will make every effort to avoid disruptions and
30 interruptions of work.

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

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

9 **i.** Access is approved by the County’s Chief Information Officer
 10 (CIO), and subject to restrictions imposed by the CIO; and

11 **ii.** All costs associated with making access available and with
 12 maintaining it are borne by the Union.

13 **D. Union Business**

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

15 **1. Union Business (County Paid Time) -:**

16 Union Business that is considered County Paid Time includes functions
 17 that are considered County/Union joint functions such as negotiations; committees that
 18 are joint County/Union committees such as labor/management committees, Benefits
 19 Committee, Compensation Committee, provide information regarding a collective
 20 bargaining agreement to newly hired employees at employee orientations or at any other
 21 meetings that may be arranged for new employees; testify in a legal proceeding in which
 22 they have been subpoenaed as a witness; duties as a Steward as defined in this
 23 agreement and such other Union Business (County Paid Time) that are mutually agreed
 24 between the parties. County employees participating in such activities will be allowed to
 25 do so without loss of pay.

26 **2. Union Business (Union Reimbursable Time)-:**

27 **a.** Any bargaining unit member selected by the Union to participate in
 28 a Union activity as defined below shall be considered in Union Business (Union
 29 Reimbursable Time) status and shall be granted such paid leave not to exceed five (5)
 30 working days (pro-rated based on the employee’s FTE) per fiscal year, per member. An
 31 additional five (5) working days (pro-rated based on the employee’s FTE) of paid Union

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

6 **b.** Union Business (Union Reimbursable Time) addressed in this
7 section would pertain to such activities as contract administration - such as time to cover
8 for staff replacement, time to attend training conferences such as arbitration/grievance
9 training; and time off to prepare for negotiations; Officers/Delegates Duties – such as
10 attending AFSCME International Convention, Oregon AFSCME Council 75 convention,
11 AFL-CIO Convention; Conferences/Other – Women’s Convention, appointment to
12 AFSCME or other Union Board seat or committee; and other mutually agreed activities
13 that would qualify for Union Business (Union Reimbursable Time). County employees on
14 approved Union Business (Union Reimbursable Time) will be allowed to do so without
15 loss of compensation, seniority, leave accrual or any other benefits.

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

1 amount of loss attributable to the actions of Union agents, the parties agree to arbitrate
 2 such dispute under unless such arbitration is inconsistent with the provisions of any
 3 applicable third-party insurance indemnification agreement, or unless binding arbitration
 4 might jeopardize the availability of coverage by a third-party insurer. County employees
 5 participating in such activities will be allowed to do so without loss of pay.

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

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

13 **E. Union Business- – Employment Status:**

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

17 **F. Visits by Union Representatives**

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

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

25 The use of information technology in the work-place will be consistent with federal
 26 and state laws, county policies and rules for public records, ethics and conduct of
 27 employees, and Multnomah County Personnel Rules, including but not limited to, rules 3-
 28 35 Use of Information Technology, 3-36 Social Media, and 3-37 Cellular Devices.

ARTICLE 6
NO STRIKE OR LOCKOUT

I. No Strike

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

II. Crossing of Picket Lines

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

III. Employee Disciplinary Action

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

IV. No Lockout

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

V. Informational Picketing

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

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 ~~2020-2021~~2022-2023

~~Effective July 1, 2020, the salary range shall be increased by two point nine percent (2.9%).~~ Retroactive to July 1, 2022, the salary and ranges of employees covered by this Agreement shall be increased by five percent (5%).

Effective July 1, 2022, the Psychiatrist job profile will also receive a market adjustment of four-point five percent (4.5%); Article 2, Section X of the contract does not apply to this provision. Retroactive to July 1, 2022, any employee currently in the Psychiatrist job profile shall receive a four-point five percent (4.5%) increase to their salary.

Additionally, effective upon ratification of this contract, regular status and limited duration employees covered by this agreement as of ratification, 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. FTE proration will include the increases in FTE negotiated to compensate for indirect patient care. This one-time payment is to address current job market conditions and employee retention.

C. Salary Range for FY ~~2021-2022~~2023-2024

~~Effective July 1, 2021, the salary range shall be increased by one point six percent (1.6%).~~ Effective July 1, 2023, the salary and ranges of employees covered by this Agreement shall be increased by five percent (5%).

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. -

1 D. Salary Range for FY 2024-2025

2 Effective July 1, 2024, the rates and ranges of employees covered by this
 3 Agreement shall be increased by an amount equal to the percentage increase in the West
 4 Size Class A Consumer Price Index for Urban Wage Earners and Clerical Workers
 5 between January of 2023 and January of 2024 with a minimum of one percent (1%) to a
 6 maximum of four percent (4%).

7 **II. Salary Administration**

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

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

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

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

21 **III. Work Schedules**

22 **A. Posting of Work Schedules:** Work schedules showing work days and
 23 hours of work are posted in EPIC or shall otherwise be made accessible to employees at
 24 all times. Management may change work schedules with twenty-one (21) days' notice to
 25 an affected employee, or with less notice if such notice is voluntarily waived in writing by
 26 the employee. Such notice may be made by email. Except on work-weeks in which an
 27 employee is scheduled for Saturday clinic, an employee's work schedule shall include at
 28 least two (2) consecutive days off per week.

29 **B. Integrated Clinical Services (ICS – Primary Care) Saturday Clinic:**

30 In addition to their regularly scheduled work week, employees may be
 31 scheduled to work Saturday Clinics.

1 1. An employee who works a six-hour (6-hour) Saturday clinic
2 (excluding lunch break) in an ICS Primary Care Clinic shall be granted eight (8) hours of
3 personal leave for use within the fiscal year. If the Saturday clinic is worked in April, May,
4 or June, the employee will have until December 31 to use their Saturday clinic-earned
5 personal leave.

6 2. ICS Primary Care clinics that have instituted Saturday clinic hours
7 will not be open on Saturday of any week in which a holiday identified in Article 9.III.A.1-
8 9 or 11 falls or is observed on a Friday or Saturday.

9 3. Reasonable effort will be made to coordinate Saturday clinic
10 assignment with physician sign-up for or assignment of weekend on-call duties. No
11 employee shall be required to work more than four (4) Saturday clinics during a twelve
12 (12) month sign-up period; employees may volunteer to work additional Saturday clinic
13 assignments. The Saturday clinic physician rotation shall include Site Medical Directors.

14 **IV. Premiums**

15 A. A differential of 5% will be paid to employees assigned on an ongoing basis
16 in correctional facilities.

17 B. A differential of two percent (2%) of base rate will be paid to employees who
18 are designated for English translation duties by the Medical Director. Designated
19 employees must meet the proficiency level for interpretation and translation skills, as
20 determined and established by the County.

21 **C. Corrections Health After Hours/On-Call Service**

22 1. Physicians who are required to ~~or opt~~ carry ~~a pager for~~ to take
23 Corrections Health After Hours/On-Call Service ~~calls, texts, and/or chats~~ shall be
24 compensated an amount equal to ~~one~~ two (~~4~~ 2) hours of pay for each Monday
25 through Friday “on-call” shift and three and one-half (3.5) hours of pay for each weekend
26 “on-call” shift for a total of ~~twelve~~ seventeen (~~12~~ 17) hours of pay for seven (7) days
27 of After Hours/On-Call Service. ~~Carrying the pager~~ Taking After Hours/On-Call Service
28 on a holiday shall be treated as a weekend day for purposes of compensation.

29 2. The County shall not mandate Corrections Health Physicians After
30 Hours/On-Call Service prior to June 30, 2023, unless it is required to meet State, Federal,
31 or accreditation requirements.

1 3. The Corrections Health Physicians who are employed at the time of
 2 ratification of the 2022-2025 Physician Collective Bargaining Agreement will be given
 3 ninety (90) days advance notice before being required to take After Hours/On-Call calls,
 4 texts, and/or chats, which may run concurrently with the notice in Subsection IV.C.2.
 5 above; advanced notification will not be required for new Corrections Health Physicians
 6 who are hired or transfer into Corrections Health after the ratification of the 2022-2025
 7 Collective Bargaining Agreement.

8 **V. Retirement**

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

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

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

17 **D. Pension Stability Account Diversion Replacement**

18 **1.** If any contributions made under V.C. of this Article are credited to the
 19 employee pension stability accounts under ORS 238A.330, the County shall upon
 20 discovery or notification from PERB in turn notify each affected employee of their right to
 21 make additional contributions to the individual account program equivalent in the amount
 22 credited to the employee pension stability account.

23 **2.** If an employee elects to make an additional contribution, the County
 24 shall certify to the employee that the contribution has been remitted to the PERB for the
 25 Board to credit to the employee's contribution to the individual account (IAP) established
 26 for them under ORS 238A.350(2).

27 **VI. Retiree Medical Benefits**

28 **A. Right to Participate**

29 An employee meeting the eligibility requirements specified in MCC 9.510
 30 through 9.530, except MCC 9.250 (B) and MCC 9.52 (D), at the time of separation from
 31 County employment is eligible to enroll in the Multnomah County Retiree Health Plan at

1 separation and is eligible for a subsidy if terms in MCC 9.530 are met and may continue
 2 to participate until eligible for Medicare due to age or disability. Coverage of eligible
 3 dependents uniformly terminates when coverage of the retiree terminates, or the
 4 dependent becomes eligible for Medicare due to age or disability, except as otherwise
 5 required by applicable state or federal law.

6 **B. Choice of Plan**

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

13 **C. Requirement to Continuously Participate**

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

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

30 **3.** The County shall inform the retiree of the identity and mailing
 31 address of the County's collection agent and acceptable forms of payment at the time the

1 retiree signs up for continued post-employment medical and/or dental insurance
 2 coverage, and shall inform the retiree of changes in collection agent not less than forty-
 3 five (45) days in advance of the effective date of such change.

4 **VII. Transportation Reimbursement**

5 **A. Automobile/Mileage**

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

9 **B. Bus Pass**

10 The County shall provide a Tri-Met pass for employees who enroll in the
 11 Bus Pass uUniversal bBus pPass pProgram as set out in MCPR 4-20-100. Employees'
 12 bus pass will be inactivated upon their termination of County employment.

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

14 **A.** The County shall pay bargaining unit members' Oregon Medical Board
 15 Licensure Fees on a prorated basis based on FTE as of the date of the annual or biennial
 16 billing , retroactive to July 1, 2013.

17 **B.** The County will provide ~~two thousand dollars~~ twenty-five hundred dollars
 18 ~~(\$2,000)~~ (\$2,500) per fiscal year per employee for employees assigned ~~0.8~~ 1.00 FTE and
 19 ~~above~~, and on a straight prorated basis for employees assigned less than ~~0.8~~ 1.00 FTE,
 20 for fees and expenses associated with Professional Association membership,
 21 ~~Professional Board certification or recertification,~~ and/or attending Continuing Medical
 22 Education training; unused funds will not be carried over from year to year. Proposed
 23 CME training must be pre-approved by the employee's supervisor. Travel and training
 24 process concerns should be brought to the Physicians Employment Relations Committee
 25 (PERC) for review and recommendation.

26 **C.** Full-time employees shall be given five (5) days per fiscal year to attend
 27 Continuing Medical Education training. Those employees working fewer than forty (40)
 28 hours per week shall receive time off on a prorated basis, based on FTE.

29 **D.** Any time an employee is specifically required by management to participate
 30 in any development and training program shall be considered time worked for pay

1 purposes, and all tuition, texts, training materials, and other expenses incident to such
2 employee's participation shall be assumed by the County.

3 E. The County shall reimburse up to one thousand dollars (\$1,000) in fees for
4 board certifications and recertifications every three (3) years per employee.

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

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

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

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

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

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

17 **E.** —The employee will pay Union dues or such alternatives as are
18 provided by Article 5, and will continue to be represented by the Union.

19 **X. Repayment of Relocation Reimbursement**

20 Employees who have been provided with a Qualified Moving Expense (QME)
21 Reimbursement described in Multnomah County Administrative Procedure FIN-17 or its
22 successor, must repay the disbursed reimbursement to the County if the employee
23 voluntarily terminates County employment prior to the passage of one (1) full year.
24 Exceptions to the one (1) year requirement may be made upon mutual agreement
25 between the Union and the County based on hardship or emergency circumstances.
26 Employees receiving a (QME) Reimbursement shall be informed of these requirements
27 prior to the disbursement in writing; if the employee was not notified of these
28 requirements, the County may not recoup the QME Reimbursement.

29 **XI. Facility Closure or Curtailment of Operations**

30 A. Physicians and Psychiatrists who are not designated as Operationally
31 Essential Employees and are directed by an appropriately authorized management

1 representative to not report onsite to work due to facility or operations delayed opening,
2 early closure, or full curtailment may be reassigned to work from home with the necessary
3 computer equipment to perform assigned duties such as Telemedicine, until such time as
4 the facility or operation reopens or the employee is reassigned to another work location.
5 If management is unable to reassign the Physicians and Psychiatrists to another work
6 location or there is not work available, the Physicians and Psychiatrists shall be
7 compensated for regularly scheduled work hours.

8 **B. Operationally Essential Employee Assignments and Compensation**

9 **1. Corrections Health Physicians:**

10 All Corrections Health Physicians are designated as Operationally
11 Essential Employees.

12 **2. Primary Care Physicians:**

13 By September 1 of each year, the County will notify the Union of the
14 number of Operationally Essential Employee assignments it requires. The County will
15 seek volunteers first to be designated as Operationally Essential Employees as of
16 October 1 of each year. If there are no volunteers, then employees will be designated in
17 inverse seniority order as an Operationally Essential Employee. An employee who has
18 volunteered or was selected through inverse order of seniority shall not be required to
19 serve as operationally essential until all employees have rotated through essential status
20 in successive years. In the event the County needs to assign an additional employee to
21 essential status after the initial designation process because a previously designated
22 employee has left employment with the County or is otherwise unable to perform their
23 assignment, an employee may volunteer or be selected in the manner provided in this
24 Section.

25 **3. Compensation:**

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

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 vision and prescription coverage) 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
Meda PPO 400 Plan	92.5%	7.5%
Meda Major Medical Plan (no <u>routine</u> vision)	100%	0%
Kaiser 10/20 <u>HMO</u> 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 vision
4 and prescription coverage) will be calculated as a percentage of the total monthly
5 premium by coverage tier as follows:
6

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

7
8 **3. Dental Benefit Plan Contributions**

9 **a. Full-Time Employees**

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

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 **b. Part-Time Employees**

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

5

Part-Time Employees		
Dental Plan	County Contribution	Employee Contribution
Moda <u>Delta</u> Dental <u>50</u> Plan	50%	50%
Willamette Dental Group Plan	50%	50%
Kaiser Dental 15 Plan	50%	50%

6

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

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

15 The Union and the County have shared interest in addressing increasing health
16 insurance costs. In an effort to collaborate together over quality health plans, design
17 changes and cost management, the parties agree to participate on the Employee Benefits
18 Advisory Team (EBAT) with such other County employee bargaining units as agree to
19 participate, to review and consider health plans, design changes and cost sharing
20 features. The EBAT will be advisory only, and will report member recommendations to
21 the County Chair. EBAT does not preclude the parties from entering into any
22 Memorandum of Agreement (MOA) authorizing mutually agreed-upon plan changes. The
23 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 proof of other group medical benefit plan coverage
15 in order to make the Opt-Out election. Employees will not be eligible to change their
16 election until the County's official annual open enrollment period, unless the employee
17 experiences an IRS recognized family status change event that would allow a mid-year
18 health plan election change or qualifies for Special Enrollment under HIPAA.

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

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

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

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

27 4. Employees may also elect to decline dental plan coverage through
28 the County. However, there is no reimbursement associated with declining dental
29 coverage and no proof of other dental coverage is required. Employees will not be eligible
30 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 not be
12 duplicated 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 fifty thousand dollars (\$50,000). Retirees of Multnomah County with at least
23 ten (10) years of service with the County will be provided with two thousand dollars
24 (\$2,000) term life insurance coverage during the period of time they receive pension
25 benefits upon retirement. Employees will designate their beneficiaries. Employees, at
26 their option, may purchase supplemental term life insurance coverage consistent with
27 vendor contract(s) by payroll deduction. Premiums will vary according to the age of the
28 insured.

29 **B. Disability**

30 **1. Short-Term**

1 All bargaining unit employees will be covered by the County-paid
 2 short-term disability insurance program, the provisions of which will be the same as those
 3 provided to non-represented employees.

4 **2. Long-Term**

5 a. The County will provide long-term disability insurance to all
 6 members of the bargaining unit who are regularly scheduled to work at least half-time.
 7 The coverage will be ~~the same as those~~ in the current group policy ~~available~~ specific
 8 to ~~Multnomah County employees~~ the Union.

9 b. The County will pay for COBRA medical and dental insurance
 10 coverage for a period of up to six months beyond the month in which benefits would
 11 normally terminate for an employee with an approved long-term disability claim. Members
 12 must complete and return the COBRA enrollment form as required by law in order to
 13 receive premium payments by the County. However, employees who "Opt-Out" of
 14 benefits coverage under the provisions of Article 8, Section 1.G. of this Agreement will
 15 not be eligible for continued County-paid coverage under this section.

16 **C. Long Term Care**

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

21 **D. VEBA**

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

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

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

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

Vacation must be scheduled in advance with supervisor approval. Time will be charged to vacation leave only for full-day absences from work. Total vacation accrued must not exceed the maximum allowable accruals set forth section (B) above.

E. Leave of Absence Accrual

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

1 **F. New Hires**

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

11 **G. Payoff**

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

15 **II. Sick Leave**

16 **A. Definition and Allowable Use**

17 Sick leave is a leave of absence with pay which may only be used when the
18 employee is directly affected by any of the health conditions listed below, or when
19 specified others are affected by the conditions listed, and required the employee's care.
20 As used in this Article, "protected sick time" refers to sick leave protected under the
21 Oregon state Sick Time Law, ORS 653.601(6), *et seq.* The first forty (40) hours per year
22 of "paid sick time," as defined under ORS 653.601(6), are protected under Oregon's state
23 sick leave law. Accrued sick leave taken in excess of forty (40) hours per year is not
24 covered or protected under the state sick leave law, but may be considered protected
25 leave under other state and federal laws.

26 **1. Specified Others**

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

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

1 c. The employee’s parents-in-law, grandparents or
2 grandchildren as defined in the Oregon Family Leave Act (hereafter referred to as
3 “OFLA”); or

4 d. The employee’s domestic partner as designated in an
5 Affidavit of Domestic Partnership submitted to the Employee Benefits Office; or

6 e. The children and parents of such domestic partner defined as
7 if the domestic partner was the employee’s spouse; or

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

10 f.g. Any other family members covered under Paid Leave Oregon
11 which are not already included above.

12 **2. Covered Health Conditions**

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

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

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

20 d. Any qualified purpose allowed under Oregon’s domestic
21 violence, harassment, sexual assault or stalking law; or

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

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

26 **B. Accrual**

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

29 1. Each employee regularly scheduled to work 1.0 FTE will accrue sick
30 leave at the rate of twelve (12) days per year or ninety-six (96) hours.

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

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

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

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

10 2. **Legitimate Use**

11 a. Protected sick time under the Oregon Sick Time Law (ORS
12 653.601 to .661) is limited to the first forty (40) hours of sick time taken by an employee
13 each calendar year.

14 b. **Verification of use:**

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

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

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

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

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

27 (d) whenever the County can articulate reasonable
28 cause to believe that a misuse or abuse of sick leave has occurred, including questionable
29 usage, questionable patterns of usage or calling in sick on a previously denied day off,
30 provided the employee has been previously notified by a supervisor or Human Resources
31 representative that, due to such concerns, future verification may be required. After an

1 employee has exceeded the amount of sick leave protected under the Oregon Sick Time
 2 Law, employees notified of such reasonable cause described in this paragraph may be
 3 required to furnish certification as referenced above for each use of sick leave for a period
 4 not to exceed six (6) months following the notice; or

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

11 **c. Discipline:**

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

14 **i. Abuse of sick leave**

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

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

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

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

26 **(i)** Require the employee to take continuous
 27 leave; or

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

31 **iii. Excessive absenteeism**

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

6 (a) Any legal requirements, including, but not
7 limited to those of the FMLA, OFLA, Oregon Sick Time Law, [Paid Leave Oregon](#), or the
8 ADA;

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

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

14 (d) The particular attendance requirements of the
15 employee's job;

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

18 **D. New Hires**

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

22 **E. Workers' Compensation**

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

25 **F. Maximum**

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

28 **G. Charging of Sick Leave**

29 Time will be charged to sick leave only for half- or full- day absences from
30 work, to the extent allowed by state and federal law; however, an employee's leave bank

1 will not be charged for the first three (3) qualifying partial day absences in the calendar
2 year. For example:

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

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

10 **H. Separation from Employment**

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

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

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

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

22 **III. Holidays**

23 **A. Recognized and Observed Holidays**

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

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

26 2. New Year's Day (January 1st)

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

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

29 5. Memorial Day (last Monday in May)

30 6. Juneteenth (June 19)

31 7. Independence Day (July 4)

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

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

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

4 **11.** ~~One~~ Two (~~1~~2) days to be used as a floating holiday during the fiscal
5 year provided the employee gives two (2) weeks' notice and has the consent of the
6 employee's supervisor. If the supervisor determines the holiday usage requested is
7 impracticable, the employee shall be credited with one (1) day of Saved Holiday time,
8 subject to requirements of Section ~~F~~E. below.

9 The one (1) day of leave shall be accrued and determined based on the
10 employee's regularly assigned work schedule.

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

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

17 **B. Holiday Observance**

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

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

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

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

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

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

28 **3. Part-time employees, and full-time employees on an irregular**
29 **schedule.**

30 The holidays designated above are the observed holidays if they fall

1 on an employee's regular workday. Employees will be credited with (1) day of saved
2 holiday time if the holiday does not fall on a regular workday.

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

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

9 **D.** Supervisors are authorized to adjust holiday schedules for employees on
10 flexible working schedules.

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

16 **IV. Recognition Leave**

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

20 **V. Jury Duty**

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

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

1 **VI. Personal Leave**

2 All employees will be granted eight (8) hours of personal leave per year, for use within
3 the fiscal year. The eight (8) hours of leave shall be prorated for part-time employees
4 based on their FTE.

5 **VII. Military Leave**

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

13 **VIII. Bereavement Leave**

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

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

26 A. parents

27 B. step-parents

28 C. children

29 D. step children

30 E. siblings

31 F. step-siblings

1 G. grandchildren

2 H. grandparents

3 I. ~~brothers-in-law~~ siblings-in-law

4 J. ~~sisters-in-law~~

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

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

12 **IX. Paid Leave Oregon Reopener**

13 The parties acknowledge that the County or the Union may, at a later date separate
14 from successor bargaining, exercise a reopener(s) of Article 9, II, Sick Leave, above and
15 Article 8.II.B., upon written notice to the other party. This reopener will be for the exclusive
16 purpose of addressing the impacts, effects, and/or changes of the Paid Leave Oregon
17 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 Oregon Workers' Compensation Law shall not interrupt continued employment for service credit for retirement vesting unless the employee's attending physician (as that term is defined under ORS 656.005(12)) or the Oregon 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 Oregon 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 Oregon workers' compensation payments, will provide disabled employees with the equivalent of one hundred percent (100%) of their net take-home pay (as calculated under Oregon workers' compensation regulations).

B. The County shall continue to make retirement contributions, based upon the appropriate percentage of the gross dollar amount of supplemental benefits paid, throughout the period that the employee receives such 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 benefits shall only be payable for those days an employee is receiving time loss benefits pursuant to Oregon Workers' Compensation Law. Supplemental benefits shall be paid for no more than six hundred forty (640) hours of the

1 employee's regular working hours or for a period equal to the amount of accrued sick
 2 leave hours at the time of injury, whichever is ~~higher~~ greater. Such payments shall not be
 3 chargeable to accrued sick leave.

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

6 **IV. Wages**

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

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

12 **V. Denied Claims**

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

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

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

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

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

27 **VI. Benefits**

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

1 **VII. Borrowing of Sick Leave**

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

ARTICLE 11
SENIORITY AND LAYOFF

I. Definition of Seniority

Seniority will be determined as follows:

A. The total length of continuous service, including time employed as a temporary employee, but not including time employed as an on-call employee, with the County in the Physician classification 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 classification 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 ~~a~~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 Physicians ~~__~~-bargaining unit employees through layoff, the County will identify the job
12 profile in the clinic/program and the specialty area from which the layoff shall be made,
13 and ~~t~~The __Physician__ -bargaining unit employee at that clinic/program in the specialty
14 area of the position being eliminated, with the lowest length of service, will be affected.

15 **2.** Specialty areas for Physicians shall be defined as: Family Practice,
16 HIV, Internal Medicine, OB/GYN, Women's Health, and Pediatrics.

17 **3.** Specialty areas for Psychiatrists shall be defined as: Addiction, Child
18 and Adolescent, Forensic, Geriatric, and Pain.

19 **B. Layoff Rules**

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

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

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

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

27 **2.** Layoff

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

29 **1.** Temporary, non-regular initial trial service, and other employees who
30 do not have regular status and who are occupying budgeted positions will be terminated
31 before employees with regular status are affected by layoff. Employees without status

1 that are terminated will not be placed on recall lists and do not have bumping rights.

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

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

8 **1. Employee nNotification**

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

13 **2. Use of pPositions dDuring the lLayoff pProcess**

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

20 **3. Return from fFamily mMedical lLeave wWithout pPay**

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

26 **4. Return fFrom eOther lLeave wWithout pPay**

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

30 **5. Recalculation of sSeniority aAfter lLeave of aAbsence wWithout**
31 **pPay**

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

5 **IV. Bumping**

6 **A. Bumping Definition**

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

9 **B. The Bumping Process**

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

13 2. Reassignment of employees to vacant positions within their job
 14 profile and specialty area, if available, will always take precedence over their bumping
 15 another employee; where multiple vacancies within the ~~Physician's~~ specialty area are
 16 available, the County will reassign the employee to one.

17 3. If bumping is necessary, the least senior employee within the
 18 specialty area from which the layoff is being made will be bumped.

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

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

27 **V. Notice and Recall List**

28 A. In the event the County has determined that it may layoff employees, the
 29 County will whenever possible provide the Union and any employee that may experience
 30 reassignment or layoff with ninety (90) days' notice prior to the anticipated date of the
 31 layoff. If less than ninety (90) days' notice is given, then the County will provide a written

1 explanation as to the reason upon request. Employees who are subject to reassignment
 2 or layoff pursuant to the provisions of this aArticle shall receive a final notice in writing at
 3 least fifteen (15) days prior to such action. The notice shall state the reason for the action
 4 and shall further state that the action does not reflect discredit on the employee. The
 5 Union will be provided a copy of the notice.

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

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

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

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

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

19 1. Upon written request of the employee; or

20 2. Upon their retirement; or

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

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

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

25 6. Disciplinary termination for cause; or

26 7. Failure to maintain Oregon licensure and Board eligibility or
 27 certification.

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

1 **VI. Recall**

2 **A.** Employees on a recall list will be certified in order of seniority, before
 3 applicants who qualify through examination, provided they are qualified to perform the
 4 duties of the position. Employees on a recall list shall be offered appointment to
 5 vacancies, in order of seniority, except when they lack knowledge, skills or abilities
 6 required for the position that are not easily learned on the job within ninety (90) days.
 7 Employees may be required to take and pass qualifying examinations in order to establish
 8 their rights to specific positions. The hiring manager is required to state in writing what
 9 qualification(s) the employee lacks that the position requires. The employee will remain
 10 on the recall list for certification to other vacancies during the employee's term of eligibility.

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

14 **VII. Seniority Application**

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

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

19 **C.** The County agrees to make available to the Union upon request copies of
 20 any personnel list the County maintains regarding seniority or ~~classification~~ job profile
 21 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 a New List**

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 Physicians and Psychiatrist Bargaining
4 Unit.

5 **B.** Only time served in the Physician and Psychiatrist Bargaining Unit shall
6 apply for bumping purposes.

ARTICLE 12
PERSONNEL FILE

I. Definition

For the purposes of this ~~a~~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~~ it and all previous disciplinary letters will be removed from the employee’s personnel file upon request if the subject of the discipline ~~is~~ 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**

1
2
3
4
5 To promote harmonious relations and aid internal communications, the parties
6 agree to establish a Physicians Employment Relations Committee ("PERC") within thirty
7 (30) days following the signing of the contract. The County's PERC members will be the
8 County Health Director, Health Department Medical Director, Health Department Human
9 Resources Director and a representative from the County's Labor Relations Division. The
10 Union's PERC members will be the AFSCME Council Representative and three (3)
11 bargaining unit members, who will be released from duty to serve on the PERC without
12 loss of pay. In selecting members, the Union will select no more than one (1) employee
13 from each clinic, and shall take into account such other considerations as are necessary
14 to prevent disruption of operations.

15 The PERC will establish regular quarterly meetings during normal working hours
16 and will schedule such meetings insofar as practical to avoid disruptions and interruptions
17 of work. The committee may discuss any matter pertinent to maintaining good employer-
18 employee relations. Each party will attempt to give the other reasonable advance notice,
19 insofar as practical, of the agenda items it wishes to discuss at the next meeting. The
20 parties' first meeting shall occur within sixty (60) days following signing of this agreement
21 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 Medical Director and reviewed by a Review Committee. This ~~a~~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 Medical Director.

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 Medical 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 Medical Director

1 **IV. Manner of Accomplishing Reprimands**

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

5 **V. No Abridgement of Rights**

6 Nothing in this contract shall be construed to abridge any employee's constitutional
7 or civil rights. Employees have the right to Union representation. If the employee so
8 desires, 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. Relevant facts and explanation of the grievance
4. A list of the articles of the contract allegedly violated
5. 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 ~~fifteen~~ thirty (~~15-30~~) 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 ~~a~~ Article, as in the rest of this Agreement, "days" means "calendar days," unless otherwise specified. However, if the ~~15th~~ 30th and/or final day, whichever is applicable, falls on a weekend or holiday, as defined in Article 9 Paid Leaves, Section III.B, except for floating holiday time, the ~~15th~~ 30th and/or

1 final day will be considered the next business day immediately following the weekend or
2 holiday.

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

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

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

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

16 Grievance submitted at Step 1 will be filed with the Site Medical Director.
17 The Site Medical Director, or other manager or supervisor appointed by the department,
18 will respond in writing to the grievant or the employee's Union representative within thirty
19 (30) days of receipt.

20 There will be a mandatory meeting either at Step 1 or at Step 2 of the grievance
21 procedure to formally discuss the grievance. Unless an exception is agreed upon by the
22 Union and the County, the meeting will be attended by the grievant, the manager and/or
23 Site Medical Director designated by the County, and the steward and/or other Union
24 representative. If the grievance is a class grievance, a representative employee shall be
25 deemed the grievant for the purposes of the mandatory meeting.

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

27 Grievances submitted at Step 2 and grievances unresolved at Step 1 may
28 be presented by the grievant or the employee's Union representative to the department
29 director or their designee. Unresolved grievances must be submitted within ~~fifteen (15)~~
30 thirty (30) days after the response is due at Step 1. The department director will respond
31 in writing to the grievant or the employee's Union representative within ~~fifteen (15)~~ thirty (15)

1 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 ~~fifteen (15)~~ thirty (30) days after the response is due at Step 2. Labor Relations will
7 respond in writing to the grievant or the employee's Union representative within ~~fifteen~~
8 ~~(15)~~ thirty (30) days of receipt.

9 **D. Step 4. Arbitration:**

10 If the grievance has not been answered or resolved at Step 3, the Union
11 may, within ~~fifteen (15)~~ thirty (30) days after the expiration of the time limit specified in
12 Step 3, request arbitration by written notice to the County.

13 The Union shall request a list of the names of seven (7) arbitrators from the State
14 of Oregon Employment Relations Board. The Union and the County shall select an
15 arbitrator from the list by mutual agreement. If they are unable to agree on a method, the
16 arbitrator will be chosen by the method of alternate striking of names, the order of striking
17 to be determined by lot. One day shall be allowed for the striking of each name. The final
18 name left on the list shall be the arbitrator. Nothing in this section shall prohibit the Union
19 and 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; and the arbitrator
31 shall be requested to issue their decision within thirty (30) days after the conclusion of

1 testimony and argument. The Union and the County hereby vest the arbitrator with
 2 authority to compel the attendance of witnesses on behalf of either party by issuance of
 3 a subpoena, the cost of which shall be borne by the party requesting the subpoena.

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

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

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

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

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

22 **IV. Disciplinary Review Process**

23 **A. Notice of Proposed Discipline**

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

28 ~~B. Disciplinary Review~~

29 ~~1. A regular, non-initial trial service physician being suspended or~~
 30 ~~terminated may appeal the discipline by making a request to the Medical Director within~~
 31

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

7 ~~_____ 2. Upon receipt of the request, the Medical Director will convene and~~
 8 ~~impanel an ad hoc Review Committee. The committee will have five members:~~

9 ~~a. Two MCHD staff physicians identified by the bargaining unit,~~

10 ~~b. Two MCHD leadership physicians (e.g., Site Medical Directors), and~~

11 ~~c. One generalist or specialist community physician with a clinical practice that is~~
 12 ~~relevant to the clinical performance of the physician for whom discipline has been~~
 13 ~~proposed, nominated by the Medical Director subject to approval by a majority of the~~
 14 ~~impaneled MCHD staff and leadership physicians.~~

15 ~~_____ 3. The Medical Director will inform the panel of: 1) in the case of imposed~~
 16 ~~discipline the identified concerns regarding the physician's performance, and the~~
 17 ~~proposed discipline and rationale for the proposed discipline; and 2) in the case of denial~~
 18 ~~of a request for removal, the demonstrable relationship to patient care.~~

19 ~~_____ 4. The Review Committee shall:~~

20 ~~a. Convene an administrative hearing to receive evidence for the purpose of: 1) in~~
 21 ~~the case of imposed discipline, evaluating the physician's performance in an independent,~~
 22 ~~neutral and objective manner. In doing so, the Review Committee will use the~~
 23 ~~performance expectations set out by the Medical Director, relevant County policies and~~
 24 ~~procedures, and other clinical practice-related resources as are relevant and appropriate;~~
 25 ~~and 2) in the case of denial of a request for removal, the relationship of the basis of~~
 26 ~~discipline to patient care.~~

27 ~~b. Determine whether: 1) in the case of imposed discipline, the discipline should be~~
 28 ~~upheld, modified or vacated; and 2) in the case of denial of a request for removal, whether~~
 29 ~~a meaningful relationship to patient care has been demonstrated.~~

30 ~~c. Articulate its findings and the rationale for its recommendation.~~

31 ~~_____ 5. Either party may appeal the Ad Hoc Review Committee's recommendation~~

1 by notice to the other party within fifteen (15) days of issuance. Review of the Committee's
 2 process and determination shall be conducted by a mutually recognized Peer Review
 3 Organization, and the scope of review shall be de novo.

4 **B. Disciplinary Review**

5 1. If suspended or terminated, a regular, non-initial trial service
 6 Physician or Psychiatrist, or their Union Representative, may appeal the discipline by
 7 making a request to the Medical Director within thirty (30) days of the date of imposition
 8 of discipline. A regular, non-initial trial service Physician or Psychiatrist who is denied
 9 removal of discipline from their file under Article 12 - Personnel File may appeal the denial
 10 by making a request to the Medical Director within fifteen (15) days of the date of notice
 11 of the denial. The regular, non-initial trial service Physician or Psychiatrist appealing the
 12 suspension or termination, or denial of removal of discipline, shall be entitled to
 13 representation as set out in Section V. below.

14 2. Upon receipt of a request, the Medical Director will convene a
 15 mandatory meeting to formally discuss the Disciplinary Action. Unless an exception is
 16 agreed to by the Union and the County, the attendees shall include the employee who
 17 was disciplined, their Union Representative(s), the Medical Director or their designee, a
 18 representative from Health Human Resources, and a representative from Labor Relations
 19 in Central Human Resources. The Medical Director or their designee will respond to the
 20 Disciplinary Appeal in writing within fifteen (15) days of the mandatory meeting. The Union
 21 may appeal the Medical Director's/designee's response to an *ad hoc* Discipline Review
 22 Panel Committee by notice to Labor Relations in Central Human Resources within fifteen
 23 (15) days after receipt of the response.

24 3. Upon receipt of an Appeal of the Disciplinary Action, the Labor
 25 Relations Manager or Medical Director will convene and impanel an *ad hoc* Discipline
 26 Review Committee. The committee will have five (5) members:

27 a. Two (2) MCHD regular, non-initial trial service staff Physicians
 28 (other than the individual subject to discipline) selected by the Union,

29 b. Two (2) currently or formerly Oregon licensed non-Local 88-
 30 2-unit member Physicians (which may include the Medical Director themselves), as
 31 selected by the Medical Director, and

1 c. One (1) arbitrator, selected from the All-Time Arbitrator Panel
2 List of seven (7) arbitrators that the Union and County mutually agree upon. The Union
3 and the County shall select an arbitrator from the All-Time Arbitrator Panel List by mutual
4 agreement. If the parties are unable to mutually agree on an arbitrator, the arbitrator will
5 be chosen by the method of alternate striking of names from the All-Time Arbitrator Panel
6 List, the order of striking to be determined by lot. One day shall be allowed for the striking
7 of each name. The final name left on the All-Time Arbitrator Panel List shall be the
8 arbitrator. Nothing in this section shall prohibit the Union and the County from agreeing
9 upon a permanent arbitrator.

10 4. The Medical Director will inform the panel of: 1) in the case of
11 imposed discipline, the identified concerns regarding the Physician's performance, and
12 the imposed discipline and rationale for the imposed discipline; and 2) in the case of denial
13 of a request for removal, the demonstrable relationship to client care.

14 5. The Review Committee shall:

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

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

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

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

31 **V. Representation of Employees**

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

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

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

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

14 **B. Stewards**

15 1. **Definition and designation**

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

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

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

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

29 c. A steward may not process a grievance in any other work area
30 than the one to which they are assigned by the Union unless mutually agreed by the
31 Department and the Union.

1 **3. Lead Stewards**

2 There shall be one (1) Lead Steward. When there is no steward
3 assigned to the grievant's work area, the regular steward is unavailable, or by mutual
4 agreement between the Union and the Department, the assigned Lead Steward may
5 process a grievance. When a Lead Steward is unavailable or by mutual agreement
6 between the Union and the Department, the Union may designate a Union officer to act
7 as Lead Steward.

8 **4. Notification**

9 The Union shall immediately notify the County of the names of
10 Steward and Lead Steward appointments upon their selection.

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

1
2 **ARTICLE 17**
3 **SAFETY AND HEALTH**
4

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 ORSOAR 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 ORSOAR 437-001-0765. The responsible manager shall timely investigate
21 all reports of unsafe conditions or acts and ensure that reports with findings and corrective
22 actions are reported to the safety committee, ~~the~~ Risk Management, and Workplace
23 Security 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 ORSOAR 437-001-0700.

32 **IV. Violence in the Workplace**

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

17 **V. Staffing**

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

ARTICLE 17~~17~~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, requests
3 for sexual favors, or any form of verbal or physical conduct of a sexual nature that is
4 offensive, hostile or intimidating that interferes with the work performance of such
5 employee(s).

6 **III. Changes in Existing Conditions**

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

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

12 **B.** Existing working conditions shall be changed only after the Union has been
13 afforded 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 on County premises shall
22 contact the Risk Management Division and provide details of how the loss occurred.
23 Premises, for this purpose, are defined as County facilities and vehicles. The Risk
24 Management Division shall provide the requesting employee with a determination in
25 writing by the County if the insurance coverage is afforded under the County policies. The
26 County will pay claims for which it determines it has legal liability.

27 **B. Exclusion of Personal Vehicles**

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

30 **V. Transfers**

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

4 B. Regular status employees shall be entitled to transfer within their specialty,
5 as defined in Article 11.III.A.2.

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

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

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

15 F. An employee's transfer may be delayed up to ninety (90) days, unless the
16 Physician or Psychiatrist voluntarily agrees to remain in their current position longer.

17 **VI. Minimum Time in Position**

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

22 **VII. Notice of Resignation**

23 To help ensure continuous patient care, whenever possible, Physicians and
24 Psychiatrists will give the County ninety (90) calendar days' advance written notice of
25 their resignation.

ARTICLE 18~~18~~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.

ARTICLE 19~~19~~20
ENTIRE AGREEMENT

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

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

ARTICLE 20~~21~~
TERMINATION

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4 This Agreement shall be effective upon ratification by the Board of County
5 Commissioners unless otherwise provided herein, and shall remain in full force and effect
6 through the thirtieth (30th) day of June, 2022~~25~~, subject to reopener exception set forth in
7 Article 8, Section 1.C. This agreement shall be automatically renewed from year-to-year
8 thereafter, unless either party shall notify the other in writing no later than January 31,
9 2022~~25~~ that it wishes to modify the contract for any reason. The contract shall remain in
10 full force and effect during the period of negotiations.

1

2 [Placeholder for Signature Page]

ADDENDUM A
SALARY SCHEDULE

**July 1, 2020-2022 Physicians Salary Schedule
(~~2.9~~5% COLA)**

	A	B	C	D	E	F	G	H	I	J
Semi-Monthly	\$7,763.15 <u>\$8,281.73</u>	\$7,996.04 <u>\$8,530.18</u>	\$8,235.90 <u>\$8,786.05</u>	\$8,482.99 <u>\$9,049.66</u>	\$8,737.48 <u>\$9,321.14</u>	\$8,999.61 <u>\$9,600.78</u>	\$9,269.59 <u>\$9,888.80</u>	\$9,547.67 <u>\$10,185.45</u>	\$9,834.09 <u>\$10,491.01</u>	\$10,129.12 <u>\$10,805.75</u>

**July 1, 2022 Psychiatrists Salary Schedule
(5% COLA and 4.5% Market Adjustment)**

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>
<u>Semi-Monthly</u>	<u>\$8,805.76</u>	<u>\$9,078.10</u>	<u>\$9,358.87</u>	<u>\$9,648.33</u>	<u>\$9,946.73</u>	<u>\$10,254.36</u>	<u>\$10,571.50</u>	<u>\$10,898.45</u>	<u>\$11,235.52</u>	<u>\$11,583.01</u>

**July 1, 2021-2023 Physicians Salary Schedule
(1.6~~5~~5% COLA)**

	A	B	C	D	E	F	G	H	I	J
Semi-Monthly	\$7,887.36 <u>\$8,695.82</u>	\$8,123.98 <u>\$8,956.69</u>	\$8,367.67 <u>\$9,225.35</u>	\$8,618.72 <u>\$9,502.14</u>	\$8,877.28 <u>\$9,787.20</u>	\$9,143.60 <u>\$10,080.82</u>	\$9,417.90 <u>\$10,383.24</u>	\$9,700.43 <u>\$10,694.72</u>	\$9,991.44 <u>\$11,015.56</u>	\$10,291.19 <u>\$11,364.04</u>

**July 1, 2023 Psychiatrists Salary Schedule
(5% COLA)**

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>
<u>Semi-Monthly</u>	<u>\$9,246.05</u>	<u>\$9,532.01</u>	<u>\$9,826.81</u>	<u>\$10,130.75</u>	<u>\$10,444.07</u>	<u>\$10,767.08</u>	<u>\$11,100.08</u>	<u>\$11,443.37</u>	<u>\$11,797.30</u>	<u>\$12,162.16</u>

ADDENDUM B
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.

II. Holders of Commercial Drivers Licenses

~~While reference to rules governing holders of Commercial Drivers License (CDL's) are included below, they are not comprehensive. CDL holders are responsible for complying with all laws, work rules, or County procedures pertaining to them, in addition to the requirements of the addendum.~~

III. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

1 1. While on duty, on County premises, or operating County vehicles
 2 employees shall obey the work rules listed in "Section B" below. As with all work rules,
 3 violations may result in discipline per the provisions of Article 17-14, Disciplinary Action.

4 2. Employees will not be subject to discipline or removal from the On-
 5 call and/or Temporary employee lists for seeking treatment for alcohol or drug
 6 dependency. However, employees will be held fully accountable for their behavior. for
 7 Seeking treatment will not mitigate discipline for rule violations or other unacceptable
 8 conduct caused by such dependency.

9 B. Work Rules

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

12 Employees shall:

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

18 b. Not possess, consume, manufacture, solicit or distribute,
 19 cause to be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work
 20 place except when lawfully required as part of the job.

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

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

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

27 Employees shall:

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

29 b. Not use or distribute alcohol without authorization.

30 3. Fitness for duty

31 Employees shall:

1 a. Not report for duty while “under the influence” of alcohol or
 2 drugs. An individual is considered to be “under the influence” of alcohol if a breathalyzer
 3 test indicates the presence of alcohol at or above the .04% level. An individual is
 4 considered to be “under the influence” of drugs when testing indicates the presence of
 5 controlled substances at or above the levels applying to CDL holders.

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

9 c. Comply with legally mandated occupational requirements,
 10 whether or not they are specifically included in this policy. ~~For example, by law, holders~~
 11 ~~of CDL’s may not perform safety-sensitive functions, such as driving, at or above the .02~~
 12 ~~level.~~

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

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

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

28 **4. Cooperation with Policy Administration**

29 Employees shall:

30 a. Not interfere with the administration of this Drug and Alcohol
 31 Policy. Examples include, but are not limited to, the following: tainting, tampering, or

1 substitution of urine samples; falsifying information regarding the use of prescribed
2 medications or controlled substances; or failure to cooperate with any tests outlined in
3 this policy to determine the presence of drugs or alcohol.

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

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

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

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

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

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

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

26 **C. Levels of Discipline**

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

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

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

8 a. ~~carrying firearms~~

9 b. works in the criminal justice system

10 c. responsibility for public safety or the safety of co-workers

11 d. handling narcotics or other controlled substances

12 e. handling hazardous equipment or materials

13 f. influencing the behavior of minors

14 g. ~~holding a CDL~~

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

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

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

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

28 iii. the signatures of the employee's manager, the
29 employee, and the employee's Union representative.

30 b. The offer of a Last Chance Agreement will not set precedent
31 for the discipline of other employees in the future. Any discipline incorporated in a Last

1 Chance Agreement may not be grieved under the provisions of Article 15, Settlements of
 2 Disputes.

3 **D. Mandatory Assessment and Treatment**

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

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

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

17 **E. Return to Work Testing**

18 Employees who test positive for being "under the influence" of drugs will be
 19 required to test negative before returning to work. (Note that Federal law requires CDL
 20 holders performing safety sensitive functions to undergo return to work testing after a
 21 positive alcohol or drug test.)

22 **IV. Testing**

23 **A. Basis for Testing**

24 1. All employees may be tested:

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

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

1 description, as well as to those who receive premium pay under Addendum B, Lead
2 Worker Assignment and Pay. Lead Workers who have not received the County's drug
3 and alcohol training for supervisors and managers will not have the authority to direct
4 employees to be tested on the basis of reasonable suspicion of being under the influence.

5 **4. Additional Precautions**

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

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

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

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

18 **C. Testing Methodology**

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

23 **1. Drug Testing**

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

1 Act (21 USC § 811 812) as modified under ORS 475.035, whose sale, purchase, transfer,
2 use, or possession is prohibited or restricted by law.

3 **C. County:**

4 Multnomah County, Oregon.

5 **D. Drug Paraphernalia:**

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

10 **E. Drug Test:**

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

13 **F. Drugs:**

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

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

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

24 **H. On Duty:**

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

29 **I. Prescription Medication:**

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

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

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

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

5 A licensed physician, or licensed or certified psychologist, social worker,
 6 employee assistance professional, or addiction counselor with knowledge of and clinical
 7 experience in the diagnosis and treatment of alcohol and controlled substance-related
 8 disorders.

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

10 See "Section III. -B. -3" above.

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

12 See "Section ~~II. B. 2~~ III.B.3." above.

13 **VI. Sample Last Chance Agreement**

14
 15 **LAST CHANCE AGREEMENT**

16
 17 The following agreement is entered into between Multnomah County and the Employee.
 18 Failure on the part of the employee to meet the expectations below will result in the
 19 termination of their employment with the County.

20
 21 1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if
 22 required, I shall immediately enroll and continue in a bona fide alcohol/drug inpatient or
 23 outpatient rehabilitation program approved by the County. I fully understand that should I
 24 fail to complete either the inpatient or outpatient program or fail to stay in good standing
 25 with the maintenance and/or aftercare program, my employment with the County will be
 26 terminated.

27
 28 2. I agree to comply with and complete the conditions of my " Treatment Plan", which
 29 may include participation in a maintenance or aftercare program as recommended by my
 30 treatment counselor. If I must be absent from my aftercare or maintenance program, I
 31 must notify the County. The County has my permission to verify my attendance at required

1 meetings. If I do not continue in the aftercare or maintenance program, I understand that
2 my employment will be terminated.

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

8
9 4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing
10 (urinalysis and breath test) by the County for a period of twenty-four (24) months from the
11 date I return to work. This time period will increase accordingly if I am absent from work,
12 for any reason, for a cumulative period of one (1) month or more. I understand that if I
13 refuse to take a drug and/or alcohol test or if a test is positive, my employment will be
14 terminated.

15
16 5. I agree to return to work upon successful completion of an alcohol/drug
17 rehabilitation program if my substance abuse counselor requires inpatient treatment. If
18 enrolled in outpatient treatment, I may return when I am substance free and in good
19 standing in my maintenance program, at such time as recommended by my treatment
20 counselor.

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

22
23 7. I understand the Employee Assistance Program is available to me should personal
24 problems arise in the future that may have an effect on my ability to remain in compliance
25 with the drug and alcohol policy and/or this agreement.

26
27 8. I realize that violation of the drug and alcohol rules and/or policies at any time in
28 the future is cause for termination without a pre-termination hearing.

29
30 9. I realize that my employment will be terminated if I fail to meet the expectations
31 outlined in this Agreement and the letter attached.

32

Disciplinary Action

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

Personal Commitment

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

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

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

(Labor Representative) (Date) (Employee's Immediate Manager***)
(Date)

(Multnomah County (Date)
Labor Relations, if applicable*)

Footnotes:

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

1 **ADDENDUM C**
2 **MEMORANDUM OF AGREEMENT - ICS PRIMARY CARE PHYSICIANS FTE**
3 **INCREASE FOR INDIRECT PATIENT CARE TIME**

4 **I. Parties**

5 The parties to this Memorandum of Agreement (hereinafter "MOA") are Multnomah
6 County, Oregon (hereinafter "County") and Local 88-2 Physicians, of the American
7 Federation of State, County and Municipal Employees, AFL-CIO (hereinafter "Union").

8 **II. Background**

9 A. Indirect patient care time refers to scheduled time outside of scheduled clinical visits
10 spent coordinating, managing, and planning patient care for the purposes of
11 improving patient outcomes.

12 B. Indirect patient care time includes, but is not limited to, charting, phone calls, care
13 coordination, call coverage, attending meetings, supporting quality and metrics
14 initiatives, and managing the electronic health record (EHR).

15 C. The current Full-Time Equivalency (hereinafter "FTE") of Physicians in Integrated
16 Clinical Services (hereinafter "ICS") Primary Care reflects direct clinical care time
17 with a limited amount of templated time for administrative tasks and not uniquely
18 designated as indirect patient care time.

19 THEREFORE, the parties mutually agree as follows:

20 **III. Terms**

21 The following provisions shall only apply to ICS Primary Care Physicians; Article 2,
22 Section X. of the Physicians Collective Bargaining Agreement does not apply to this
23 MOA.

24 A. The County shall implement a one-time only increase to the FTE for Physicians in
25 ICS Primary Care whose FTE is less than 1.00 FTE by the amounts listed in the
26 table below. ICS Primary Care Physicians who are currently 1.00 FTE shall not
27 have their FTE increased, but shall have the number of direct patient care hours
28 reduced to the amount in the table below to allow for scheduled indirect patient care
29 time.
30
31
32

1

<u>Current FTE</u>	<u>New FTE</u>	<u>Direct Patient Care Time</u>	<u>Indirect Patient Care Time (Blocked Time in Epic)</u>
<u>1.00 FTE</u>	<u>1.00 FTE (No Change)</u>	<u>35 hrs.</u>	<u>5 hrs.</u>
<u>0.9 FTE</u>	<u>1.00 FTE</u>	<u>35 hrs.</u>	<u>5 hrs.</u>
<u>0.8 FTE</u>	<u>0.90 FTE</u>	<u>31.5 hrs.</u>	<u>4.5 hrs.</u>
<u>0.7 FTE</u>	<u>0.80 FTE</u>	<u>28 hrs.</u>	<u>4 hrs.</u>
<u>0.6 FTE*</u>	<u>0.70 FTE</u>	<u>24.5 hrs.</u>	<u>3.5</u>
<u>0.5 FTE*</u>	<u>0.60 FTE</u>	<u>21 hrs.</u>	<u>3 hrs.</u>
<u>N/A</u>	<u>0.50 FTE</u>	<u>18 hrs.</u>	<u>2 hrs.</u>

2

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4

* To make the model equitable, these two scenarios represent an additional point five to one (.5 - 1) hour for these FTE.

5

6

B. The compensation for ICS Primary Care Physicians shall be increased based on the increase in their FTE.

7

8

9

C. The Continuing Education dollar allowance and hours for ICS Primary Care Physicians will reflect the new FTE in accordance with the provisions in Article 7, Section VIII. of the parties' CBA.

10

11

D. The ICS Primary Care Physicians salary represents compensation for the entire scope of work, which includes the following expectations:

12

13

1. As outlined in the Physician's new hire offer letter, at least one "late" day of clinical patient care per week. A late day is defined as scheduled direct

1 patient care time until 7:00 p.m. or as defined by the health center.

2 2. Included in the "After Hours" rotation pool and will be available for
3 afterhours consultations up to six (6) weeks per year. Physicians who carry
4 paggers for Corrections After Hours/On-Call Service will be compensated in
5 accordance with Article 7, Section IV.C. of the parties' CBA.

6 E. Additional shifts (i.e.: additional clinical sessions) scheduled for employees who
7 work under 1.00 FTE, that are direct patient care, shall be compensated as
8 "additional shifts" up to 1.00 FTE at the Physicians regular rate of pay after prior
9 approval from clinic manager. The additional compensation is done through time
10 entry in Workday using the time code "Additional Shift Salaried".

11 F. Physicians will "schedule" indirect patient care time in Epic practice management
12 (Cadence) in alignment with existing schedule assignments and processes and
13 shall align with the Workday schedule. The scheduling of indirect patient care time
14 shall be by mutual agreement of the Physician and Site Medical Director.

15 G. The County retains the exclusive right to exercise the customary functions of
16 management listed in Article 4 of the parties' CBA, including but not limited to
17 directing the activities of the department, determining the levels of service and
18 methods of operation; determining staffing, establish work schedules, and assign
19 work; and to establish standards for work performance expectations. Management
20 rights, except where abridged by specific provisions of the parties' CBA or general
21 law, are not subject to the grievance procedure.

22 H. If the County-needs to make changes to the Physician's FTE that affect the amount
23 of indirect patient care time, the County will provide notice to the Union of the
24 proposed changes, which involve mandatory subjects of bargaining or which impact
25 mandatory subjects of bargaining.

26 I. ICS Primary Care Physicians hired after the implementation of this Agreement will
27 be hired at the "New FTE" level and the corresponding "Direct Patient Care Time"
28 and "Indirect Patient Care Time".

29 J. This MOA shall not be construed as establishing a precedent, practice, or custom,
30 and neither party may raise it as such in any other forum.

31 ↓K. Any dispute over the meaning, interpretation, or application of this MOA shall be
32 subject to the grievance procedure set forth in Article 15 of the parties' CBA.

ADDENDUM D

MEMORANDUM OF AGREEMENT - CORRECTIONS HEALTH PROVIDERS (PHYSICIANS) RECRUITMENT AND RETENTION BONUS PROGRAM

I. Parties

The parties to this Memorandum of Agreement (hereinafter "MOA") are Multnomah County, Oregon (hereinafter "County") and Local 88-2 Physicians, of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter "Union").

II. Background

A. The parties have an interest in continuing the efforts to address recruitment challenges of Providers in Corrections Health to improve employee retention, sustain safety and quality of care, and ensure adequate staffing.

B. Corrections Health has experienced challenges in the past in attracting and retaining qualified Providers. Prior to the Corrections Health Provider Recruitment and Retention Program 3-Year Pilot Program, for each person hired, two were lost to resignation or transfer.

C. Multnomah County's Primary Care Health Clinics qualify within the Federally Qualified Health Care (hereinafter "FQHC") system. Providers working in Primary Care Health Clinics qualify for loan repayment programs, but Corrections Health is not included within the FQHC system, and therefore, Corrections Health Providers do not qualify for loan repayment programs.

D. Recruiting, on-boarding, and training of Providers with high first year attrition rates results in additional costs and affects the morale of remaining staff.

E. Vacant posts result in extra shifts and mandated overtime, which further negatively affects morale and increases the attrition rate.

F. The parties have an interest in continuing the Provider Recruitment and Retention Bonus Program when the current MOA ends on December 19, 2022, until the end of the 2022-2025 Collective Bargaining Agreement (hereinafter "CBA").

THEREFORE, the parties mutually agree as follows:

III. Terms

1. The Provider (Physicians) Recruitment and Retention Bonus Program will begin on December 20, 2022, and end on June 30, 2025.

- 1 2. Eligibility Criteria: Regular Physicians (hereinafter “Providers”) assigned to job
2 positions and working at least .5 Full-Time Equivalency (hereinafter “FTE”) in
3 Corrections Health.
- 4
- 5 3. Eligible Providers, as described in Section III.2. above, shall receive the following
6 one-time retention bonus (measured from December 20, 2022, for Current
7 Employees, and from hire date in Regular status for New Employees):
- 8
- 9 a. Twenty Thousand Dollars (\$20,000), subject to Subsection III.3.d. below,
10 upon completion of one (1) year of continuous regular employment in
11 Corrections Health.
- 12
- 13 b. Twenty Thousand Dollars (\$20,000), subject to Subsection III.3.d. below,
14 upon completion of two (2) years of continuous regular employment in
15 Corrections Health.
- 16
- 17 c. Twenty Thousand Dollars (\$20,000), subject to Subsection III.3.d. below,
18 upon completion of three (3) years of continuous regular employment in
19 Corrections Health.
- 20
- 21 d. FTE Proration:
- 22
- 23 i. The bonuses shall be prorated based on the employee’s assigned
24 FTE. The County and Association agree that, for purposes of this
25 provision, .8 FTE and higher shall be treated as equivalent to 1.0 FTE.
- 26
- 27 ii. The bonuses shall be prorated by both FTE and time in assignment
28 when an eligible employee’s assigned FTE changes, subject to
29 Subsection III.3.d.i. above.
- 30
- 31 iii. An eligible employee that has a FTE split between two locations (i.e.
32 .4 FTE in Primary Care and .6 FTE in Corrections Health), shall have
33 the bonuses prorated to the percent of FTE dedicated to Corrections
34 Health.
- 35
- 36 e. For accumulated leave of absence exceeding thirty (30) days, the periods in
37 III.3.a., III.3.b., and III.3.c. above will be extended by the entire amount of
38 accumulated leave taken.
- 39
- 40 4. Each one-time Corrections Health Provider Retention Bonus disbursement will be
41 made through County Payroll on the employee’s regular paycheck, and is subject to
42 required tax withholdings and deductions.
- 43
- 44 5. A Corrections Health Provider is only eligible to receive one disbursement of each
45 tier of the Corrections Health Provider Retention Bonus in the course of employment
46 with Multnomah County during their lifetime.

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