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**2018-2022**



**AGREEMENT**

**between**

**Multnomah County, Oregon**

**and**

**Multnomah County Employees Union**

**Local 88-5, AFSCME AFL-CIO**

**(Dentists Unit)**





**2018-2022**

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



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**This document is available in accessible format upon request**



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**2018-2022**  
**AGREEMENT**  
**Between**  
**MULTNOMAH COUNTY, OREGON**  
**And**  
**MULTNOMAH COUNTY EMPLOYEES UNION**  
**LOCAL 88-5, AFSCME, AFL-CIO**  
**(Dentists Unit)**

**ARTICLE 1**  
**PREAMBLE**

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

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

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





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

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

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

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

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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.

1 **ARTICLE 5**

2 **UNION SECURITY, CHECK OFF, AND BUSINESS**

3  
4 **I. Rights of Bargaining Unit Employees**

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

9 **II. Union Security and Check-off**

10 **A. Deduction of Union Dues**

11 **1. Amount deducted each payroll period**

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

17 **2. Authorization and Certification of Union Dues**

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

26 **3. Appointment to Excluded Positions**

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

30 **4. Monthly Listing of New and Terminated Employees**

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

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

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

12                   **B. AFSCME PEOPLE Deductions**

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

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

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

26                   **III. Union Representation**

27                   **A. Contract Negotiations**

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

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

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

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

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

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

18           **B. Grievances and Contract Administration**

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

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

23           **1. Bulletin boards**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15                    **D. Union Business**

16                    There are three forms of Union Business Leave.

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

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

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

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

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

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

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

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

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

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

10 **E. Union Business Leave – Employment Status:**

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

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

18 **F. Visits by Union Representatives**

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

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

26 The use of information technology in the work place will be consistent with federal  
27 and state laws, county policies and rules for public records, ethics and conduct of  
28 employees, and Multnomah County Personnel Rules, including but not limited to, rules 3-  
29 35 Use of Information Technology, 3-36 Social Media, and 3-37 Cellular Devices.

1 **ARTICLE 6**

2 **NO STRIKE OR LOCKOUT**

3  
4 **I. No Strike**

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

12 **II. Crossing of Picket Lines**

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

20 **III. Employee Disciplinary Action**

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

24 **IV. No Lockout**

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

27 **V. Informational Picketing**

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

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

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

1 **ARTICLE 7**  
2 **COMPENSATION**

3  
4 **I. Salary**

5 **A. Salary and Schedule**

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

9 **B. Salary Range for FY 2018-2019**

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

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

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

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

23 **C. Salary Range for FY 2019-2020**

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

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

29 **D. Salary Range for FY 2020-2021**

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

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

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

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

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

13 **II. Salary Administration**

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

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

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

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

26 **III. Work Schedules**

27           **A. Posting of Work Schedules**

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

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

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

8 **IV. Premiums**

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

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

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

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

24 **V. Deferred Compensation Plan**

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

28 **VI. Retirement**

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

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

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

6 **VII.   Retiree Medical Benefits**

7           **A.   Right to Participate**

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

15           **B.   Choice of Plan**

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

22 **VIII. Transportation Reimbursement**

23           **A.   Automobile/Mileage**

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

27           **B.   Bus Pass**

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 8**  
**HEALTH AND WELFARE**

**I. Medical and Dental Benefits**

**A. Definition and Contribution Toward Benefit Plan Premiums**

**1. Definitions**

**a. Full-Time Employees**

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

**b. Part-Time Employees**

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

**2. Medical Benefit Plan Contributions**

**a. Full-Time Employees**

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

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

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

1  
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6

**b. Part-Time Employees**

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

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

7

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

1           **3.     Dental Benefit Plan Contributions**

2                   **a.     Full-Time Employees**

3                   Each eligible full-time active enrolled employee’s monthly  
4 contribution for dental benefit plan coverage will be calculated as a percentage of the  
5 monthly premium by tier as follows:  
6

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

7

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

8  
9                   **b.     Part-Time Employees**

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

<b>Part-Time Employees</b>		
Dental Plan	County Contribution	Employee Contribution
Delta Dental Plan*	50%	50%
Willamette Dental	50%	50%
Kaiser Dental Plan*	50%	50%

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

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

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

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

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

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

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

25 **D. Employee Contribution**

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

30 **E. Major Medical Plan Rebates**

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

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

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

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

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

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

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

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

25 **G. Successor Plans and Carriers**

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

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

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

8 **II. Other Benefits**

9 **A. Life Insurance**

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

18 **B. Disability**

19 **1. Short-Term**

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

23 **2. Long-Term**

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

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

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

4 **C. Long Term Care**

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

9 **D. VEBA**

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 9**  
**PAID LEAVES**

**I. Vacation Leave**

**A. Accrual**

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

**B. Table of Vacation Accrual Rates**

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

**C. Less than 1.0 FTE**

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

**D. Scheduling and Use of Accrued Vacation**

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

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

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

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

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

12           **E. Leave of Absence Accrual**

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

14           **F. New Hires**

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

24           **G. Payoff**

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

28           **II. Paid Sick Leave**

29           **A. Definition and Allowable Use**

30           Sick leave is a leave of absence with pay which may only be used when the  
31 employee is directly affected by any of the health conditions listed below, or when

1 specified others are affected by the conditions listed, and require the employee's care.  
2 As used in this Article, "protected sick time" refers to sick leave protected under the  
3 Oregon state Sick Time Law, ORS 653.601(6), *et seq.* The first forty (40) hours per year  
4 of "paid sick time," as defined under ORS 653.601(6), are protected under Oregon's state  
5 sick leave law. Accrued sick leave taken in excess of forty (40) hours per year is not  
6 covered or protected under the state sick leave law, but may be considered protected  
7 leave under other state and federal laws.

8 **1. Specified others**

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

11 **a.** Member of the employee's immediate household; or

12 **b.** The employee's spouse, parent, or children as defined in the  
13 federal Family and Medical Leave Act (hereafter referred to as the "FMLA"); or

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

17 **d.** The employee's domestic partner as designated in an  
18 Affidavit of Domestic Partnership submitted to the Employee Benefits; or

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

21 **f.** Any individual related by blood or affinity whose close  
22 association with the employee is the equivalent of a family relationship. During  
23 negotiations for this Agreement, the parties had extensive discussion on clarifying this  
24 definition of family relationship. The parties agree to adopt the definition of family resulting  
25 from the discussion between Local 88 and County for the General Unit.

26 **2. Covered health conditions**

27 **a.** Mental or physical illness, injury, or health condition; need for  
28 medical diagnosis, care or treatment of a mental or physical illness injury or health  
29 condition; or time off needed for preventative care; or

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

1                   c.     Medical, dental, and employee assistance program  
2 appointments; or

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

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

7                   f.     In the event of public health emergency as defined by Oregon  
8 Sick Time Law.

9           **B.     Accrual**

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

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

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

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

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

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

23                   2.     **Legitimate Use**

24                   a.     Protected sick time under the Oregon Sick Time Law (ORS  
25 653.601 to .661) is limited to the first forty (40) hours of sick time taken by an employee  
26 each calendar year.

27                   b.     **Verification of use:**

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

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

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

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

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

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

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

24                   c.       **Discipline:**

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

27                               i.       **Abuse of sick leave**

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

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

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

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

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

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

13                              **iii. Excessive absenteeism**

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

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

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

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

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

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

30                   **C. New Hires**

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

4 **D. Workers' Compensation**

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

7 **E. Maximum**

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

10 **F. Charging of Sick Leave**

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

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

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

22 **G. Separation from Employment**

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

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

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

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

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

3 **III. Holidays**

4 **A. Recognized and Observed Holidays**

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

- 6 1. Any day declared a holiday by the Board of County Commissioners
- 7 2. New Year's Day (January 1<sup>st</sup>)
- 8 3. Dr. Rev. Martin Luther King, Jr.'s birthday (3<sup>rd</sup> Monday in January)
- 9 4. President's Day (3<sup>rd</sup> Monday in February)
- 10 5. Memorial Day (last Monday in May)
- 11 6. Independence Day (July 4<sup>th</sup>)
- 12 7. Labor Day (1<sup>st</sup> Monday in September)
- 13 8. Veteran's Day (November 11<sup>th</sup>)
- 14 9. Thanksgiving Day (4<sup>th</sup> Thursday in November)
- 15 10. One (1) day to be used as a floating holiday during the fiscal year

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

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

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

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

29 **B. Holiday Observance**

- 30 1. **Five (5) Day Work Week**

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

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

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

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

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

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

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

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

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

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

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

28 **IV.   Recognition Leave**

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

1 **V. Jury Duty**

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

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

13 **VI. Bereavement Leave**

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

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

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

- 1           **G.**    grandchildren
- 2           **H.**    grandparents
- 3           **I.**    brothers-in-law
- 4           **J.**    sisters-in-law

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

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

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

4  
5 **I. Coverage**

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

8 **II. Employee Status**

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

18 **III. Supplemental Benefits**

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

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

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

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

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

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

6 **IV. Wages**

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

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

12 **V. Denied Claims**

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

18 **B.** If an employee's workers' compensation claim is denied before the employee  
19 returns to work, the employee is entitled to request continued medical and dental  
20 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 Dentist classification; if a tie occurs, then

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

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

**II. Computation of Seniority**

Seniority shall be in accordance with the following rules:

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

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

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

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

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

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

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

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

1 service period; or, expiration of the layoff list.

2 **III. Layoff**

3 **A. Employees Affected**

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

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

11 **B. Layoff Rules**

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

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

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

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

19 2. Layoff

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

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

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

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

31 **1. Employee notification**

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

5 **2. Use of positions during the layoff process**

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

12 **3. Return from family medical leave without pay**

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

17 **4. Return from other leave without pay**

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

21 **5. Recalculation of seniority after leave of absence without pay**

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

26 **IV. Bumping**

27 **A. Bumping Definition**

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

30 **B. The Bumping Process**

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

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

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

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

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

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

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

29 **V. Notice and Recall List**

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

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

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

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

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

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

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

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

18 **2.** Upon their retirement; or

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

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

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

23 **6.** Disciplinary termination for cause; or

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

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

28 **VI. Recall**

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

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

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

10 **VII. Seniority Application**

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

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

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

17 **VIII. Posting Process**

18 **A. Seniority List Posting**

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

21 **B. Seniority List Appeal Process: Errors on new lists**

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

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

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

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

**ARTICLE 12**  
**PERSONNEL FILE**

**I. Definition**

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

**II. Access to Personnel File Materials**

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

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

**III. Written Response**

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

**IV. Removal of File Materials**

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

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

**C.** If there is more than one (1) letter imposing discipline which is more severe than a letter of reprimand on file, none of the letters may be removed until the most recent letter is more than five (5) years old. At that time it and all previous disciplinary letters will be removed from the employee’s personnel file upon request if the subject of the discipline is not demonstrably related to client care.

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

4 **V. Performance Evaluation**

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

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

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

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

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

**ARTICLE 13**

**EMPLOYMENT RELATIONS COMMITTEE**

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

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



1 **IV. Manner of Accomplishing Reprimands**

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

5 **V. No Abridgement of Rights**

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

**ARTICLE 15**  
**SETTLEMENT OF DISPUTES**

**I. Grievance Procedure**

Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

**II. Grievance Not Related To Discipline**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 **IV. Disciplinary Review Process**

25 **A. Notice of Proposed Discipline**

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

30 **B. Disciplinary Review**

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

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

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

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

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

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

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

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

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

## ARTICLE 15, SETTLEMENT OF DISPUTES

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

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

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

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

17 **V.       Representation of Employees**

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

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

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

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

31 **B.       Stewards**

1           **1.     Definition and designation**

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

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

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

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

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

18           **3.     Chief steward**

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

25           **4.     Notification**

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

1 **ARTICLE 16**

2 **MODIFICATION OF WORK PERFORMED**

3 **BY THE BARGAINING UNIT:**

4 **CONTRACTING, INTERGOVERNMENTAL AGREEMENTS**

5

6 **I. Contracting**

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

16 Any contracting out of bargaining unit work under the terms of this article shall be  
17 bound exclusively by the exercise of the discretion of the Board of County Commissioners,  
18 and any appropriate elected executive, subject only to the limitations of this article and laws  
19 in effect at the time of execution of this Agreement, including but not limited to ORS  
20 279B.030 to 279B.040. This exercise of discretion shall specifically not be bound by the  
21 requirements of any Initiative Petition, or law promulgated thereto, which becomes effective  
22 subsequent to the execution of this Agreement.

23 **II. Intergovernmental Agreements**

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

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

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

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

1  
2 **ARTICLE 17**  
3 **GENERAL PROVISIONS**

4  
5 **I. No Discrimination**

6 **A. Contractually Prohibited Discrimination**

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

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

18 **B. Legally Prohibited Discrimination and County Complaint Procedure**

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

21 **II. No Prejudicial Harassment**

22 **A. Prejudicial Acts Prohibited**

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

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

1           **B.   Sexual Harassment Prohibited**

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

6           **III.   Changes in Existing Conditions**

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

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

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

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

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

19           **IV.   Transfers**

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

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

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

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

1 **V. Loss of Personal Property**

2 **A. Procedure for Advancing Claims**

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

9 **B. Exclusion of Personal Vehicles**

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

1 **ARTICLE 18**

2 **SAVINGS CLAUSE AND FUNDING**

3

4 **I. Savings Clause**

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

13 **II. Funding**

14 The parties recognize that revenue needed to fund the wages, benefits, and  
15 budget-related existing conditions provided by the Agreement must be approved annually  
16 by established budget procedures. All such wages, benefits, and budget-related existing  
17 conditions are, therefore, contingent upon sources of revenue and annual budget  
18 approval. The County has no intention of cutting the wages and benefits specified in this  
19 Agreement because of budgetary limitations, but cannot and does not guarantee any level  
20 of employment in the bargaining unit covered by this Agreement. The County agrees to  
21 include in its annual budget request amounts sufficient to fund the wages and benefits  
22 provided by this Agreement, but makes no guarantee as to the passage of such budget  
23 request pursuant to established budget procedures.

1 **ARTICLE 19**  
2 **ENTIRE AGREEMENT**  
3

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

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

**ARTICLE 20**  
**TERMINATION**

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10

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

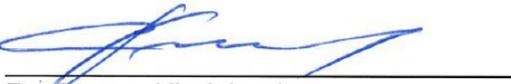
IN WITNESS WHEREOF, the Parties hereto have set their hands this 12<sup>th</sup> day of September, 2019.

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

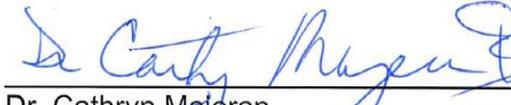
MULTNOMAH COUNTY, OREGON

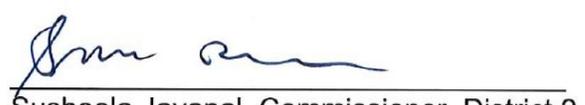
  
Dr. Maciej Dolata

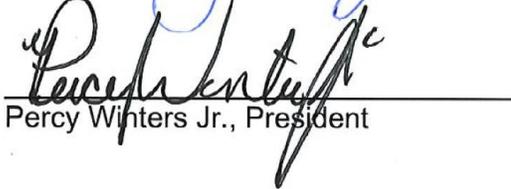
  
Deborah Kafoury, County Chair

  
Dr. Sergey Kirpichenko

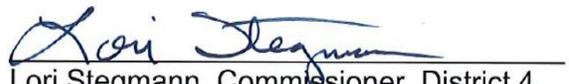
  
Sharon Meleran, Commissioner, District 1

  
Dr. Cathryn Majeran

  
Susheela Jayapal, Commissioner, District 2

  
Percy Winters Jr., President

  
Jessica Vega Pederson, Commissioner, District 3

  
Lori Stegmann, Commissioner, District 4

NEGOTIATED FOR THE UNION BY:

NEGOTIATED FOR THE COUNTY BY:

  
Eben L. Pullman  
Council Representative  
AFSCME Council 75

  
Steven E. Herron  
Labor Relations Director  
Department of County Management

REVIEWED:  
Jenny Madkour, County Attorney  
For Multnomah County, Oregon:

  
By: Kathryn A. Short  
Deputy County Attorney

**ADDENDUM A**  
**SALARY SCHEDULE**

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

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

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

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

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

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

**ADDENDUM B**

**STEP PLACEMENT AND SENIORITY FOR BARGAINING UNIT MEMBERS**

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

**ADDENDUM C**  
**DRUG AND ALCOHOL POLICY**

**I. Drug Free Workplace Act**

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

**II. Alcohol and Drug Policy Work Rules and Discipline**

**A. Conduct Warranting Discipline**

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

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

**B. Work Rules**

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

Employees shall:

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

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

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

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

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

3                   Employees shall:

- 4                   **a.**     Not use, possess, solicit or distribute illegal drugs.  
 5                   **b.**     Not use or distribute alcohol without authorization.

6                   **3.     Fitness for duty:**

7                   Employees shall:

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

9     An individual is considered to be “under the influence” of alcohol if a breathalyzer test indicates  
 10     the presence of alcohol at or above the .04% level. An individual is considered to be “under the  
 11     influence” of drugs when testing indicates the presence of controlled substances at or above  
 12     the levels applying to CDL holders.

13                   **b.**     Not render themselves unfit to fully perform work duties because of  
 14     the use of alcohol or illegal drugs, or because of the abuse of prescription or non-prescription  
 15     medications.

16                   **c.**     Comply with legally mandated occupational requirements, whether  
 17     or not they are specifically included in this policy. For example, by law, holders of CDL’s may  
 18     not perform safety sensitive functions, such as driving, at or above the .02% level.

19                   **d.**     Not be absent from work because of the use of alcohol or illegal  
 20     drugs, or because of the abuse of prescription or non-prescription medications, except when  
 21     absent to participate in a bona fide assessment and rehabilitation program while on FMLA  
 22     and/or OFLA leave.

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

27                   **f.**     Notify their supervisors in advance when their use of prescription or  
 28     non-prescription medications may impair the employee’s ability to perform the essential  
 29     functions of their position that will result in a direct threat to others. Such employees include,  
 30     but are not limited to, sworn officers, holders of a CDL, and those handling hazardous  
 31     equipment or materials. Employees who drive a motor vehicle as part of their job, whether a

1 County vehicle or their personal vehicle, should report when they are taking any medication  
2 that may impair their ability to drive.

3 **4. Cooperation with Policy Administration:**

4 Employees shall:

5 **a.** Not interfere with the administration of this Drug and Alcohol Policy.

6 Examples include, but are not limited to, the following: tainting, tampering, or substitution of  
7 urine samples; falsifying information regarding the use of prescribed medications or controlled  
8 substances; or failure to cooperate with any tests outlined in this policy to determine the  
9 presence of drugs or alcohol.

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

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

17 **d.** Complete any assessments or treatment programs required under  
18 this Policy.

19 **e.** Sign a waiver upon request authorizing treatment providers to  
20 disclose confidential information necessary to verify successful completion of any assessment  
21 or treatment program required under this Policy.

22 **f.** Disclose promptly (upon the next working day) and fully to their  
23 supervisor:

24 **i.** All drug or alcohol related arrests, citations, convictions,  
25 guilty pleas, no contest pleas or diversions which resulted from conduct which occurred while  
26 they were on duty, on County property, or in a County vehicle; or

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

31 **C. Levels of Discipline**

1           **1.**     The level of discipline imposed on non-probationary employees for  
2 violation of the Alcohol and Drug Policy Work Rules above or other violations resulting from the  
3 use of alcohol or drugs will be according to the provisions of Article 14, Disciplinary Action.

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

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

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

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

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

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

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

31                   **iii.**   the signatures of the employee's supervisor, the employee,  
32 and the employee's Union representative.

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

4                   **D. Mandatory Assessment and Treatment**

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

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

15                   **3.**     Policy on the use of leave for assessment and treatment will be the same  
16 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 holders  
20 performing safety sensitive functions to undergo return to work testing after a positive alcohol  
21 or drug test.)

22                   **IV. Testing**

23                   **A. Basis for Testing:**

24                   **1.**     All employees may be tested:  
25                   **a.**     based on reasonable suspicion of being “under the influence” of  
26 alcohol or prohibited drugs;  
27                   **b.**     before returning to work after testing positive for being “under the  
28 influence” of alcohol or drugs;  
29                   **c.**     as part of a program of unannounced follow-up testing provided for  
30 in a Last Chance Agreement.

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

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

6           **B.     Establishing Reasonable Suspicion**

7           **1.     Definition:**

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

16           **2.     Supervisory training:**

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

21           **3.     Lead Workers:**

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

26           **4.     Additional Precautions:**

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

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

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

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

8                   **C.     Testing Methodology**

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

13                   **1.     Drug Testing**

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

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

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

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

1                   **2.     Alcohol Testing**

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

3 Employees who test 0.02 or higher will be required to submit to a confirmation test. Test results  
4 will be issued only to the County’s Drug and Alcohol Policy Coordinator. The results will be sent  
5 by certified mail or hand-delivered to the employee within three (3) working days of receipt of  
6 the results by the County.

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

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

12 **V.     Definitions**

13                   **A.     Alcohol:**

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

16                   **B.     Controlled Substance:**

17                   All forms of narcotics, depressants, stimulants, analgesics, hallucinogens, and  
18 cannabis, as classified in Schedules I V under the Federal Controlled Substances Act (21 USC  
19 § 811 812) as modified under ORS 475.035, whose sale, purchase, transfer, use, or  
20 possession is prohibited or restricted by law.

21                   **C.     County:**

22                   Multnomah County, Oregon.

23                   **D.     Drug Paraphernalia:**

24                   Drug paraphernalia means any and all equipment, products, and materials of any  
25 kind, as more particularly defined in ORS 475.525(2), which are or can be used in connection  
26 with the production, delivery, or use of a controlled substance as that term is defined by ORS  
27 475.005.

28                   **E.     Drug Test:**

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

31 **F.     Drugs:**

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

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

7           A medical doctor trained in toxicology who contracts with employers primarily to  
8 review positive preliminary drug test results with employees. The MRO determines whether or  
9 not the results are likely to have been caused by factors other than drug abuse.

10          **H.    On Duty:**

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

15          **I.    Prescription Medication:**

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

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

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

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

21          A licensed physician, or licensed or certified psychologist, social worker,  
22 employee assistance professional, or addiction counselor with knowledge of and clinical  
23 experience in the diagnosis and treatment of alcohol and controlled substance-related  
24 disorders.

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

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

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

28          See "Section II. B. 2" above.

29          **VI.   Sample Last Chance Agreement**

1 **LAST CHANCE AGREEMENT**

2

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

6

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

12

13 2. I agree to comply with and complete the conditions of my "Aftercare Plan" as  
14 recommended by my treatment counselor. If I must be absent from my aftercare session, I  
15 must notify the County. The County has my permission to verify my attendance at required  
16 meetings. If I do not continue in the aftercare program, I understand that my employment will  
17 be terminated.

18

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

23

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

29

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

32

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

2

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

6

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

9

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

12

### 13 **Disciplinary Action**

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

16

### 17 **Personal Commitment**

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

25

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

32

33

1

---

2 (Employee) (Date) (Managerial Employee with (Date)  
 3 Disciplinary Authority \*\*)

4

---

5 (Labor Representative) (Date) (Employee's Immediate Supervisor\*\*\*) (Date)

6

7

---

8 (Multnomah County (Date)

9 Labor Relations, if applicable\*)

10

11 Footnotes:

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

13 \*\* Always necessary.

14 \*\*\* Optional in cases in which immediate supervisor does not have termination authority

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