
2020-2022



AGREEMENT

between

Multnomah County, Oregon

and

Multnomah County Employees Union

Local 88-2, AFSCME AFL-CIO

(Physicians Unit)



2020-2022

**AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
MULTNOMAH COUNTY EMPLOYEES UNION
LOCAL 88-2, AFSCME, AFL-CIO
(Physicians Unit)**



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This document is available in accessible format upon request

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2020-2022 AGREEMENT

Between

MULTNOMAH COUNTY, OREGON

And

MULTNOMAH COUNTY EMPLOYEES UNION

LOCAL 88-2, AFSCME, AFL-CIO

(Physicians Unit)

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and Local 88-2 Physicians Classification, of the American Federation of State County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

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

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

ARTICLE 2
RECOGNITION

I. Definition of Unit

The County recognizes Local 88-2 (Physician Classification), AFSCME, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative for the purpose of establishing salaries, hours and conditions of employment. The bargaining unit shall be defined as including all employees in the County's Physician classification employed in the Health Department, excluding supervisors, confidential employees, on-call employees and temporary employees. "Supervisor" shall include Site Medical Directors.

II. On-Call and Temporary List

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

III. Certification of Union Officers

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

IV. Certification of County Designee

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

ARTICLE 3
DEFINITIONS

I. Days:

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

II. FTE, or Full-Time Equivalency:

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

III. Full-Time Employee:

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

IV. Initial Trial Service Period:

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

V. Job Share:

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

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

1 **VI. On-Call Employee:**

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

3 **VII. Part-Time Employee:**

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

6 **VIII. Regular Employee:**

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

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

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

15 **IX. Temporary Employee:**

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

ARTICLE 4
MANAGEMENT RIGHTS

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

ARTICLE 5

UNION SECURITY and CHECK OFF

I. Rights of Bargaining Unit Employees

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

II. Union Security and Check-off

A. Deduction of Union Dues

1. Amount deducted each payroll period

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

2. Authorization and certification of dues

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

3. Appointment to excluded positions

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

4. Monthly listing of new and terminated employees

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

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

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

11 **B. AFSCME PEOPLE Deductions**

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

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

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

25 **III. Union Representation**

26 **A. Contract Negotiations**

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

number of representatives from labor and management.

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

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

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

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

B. Grievances and Contract Administration

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

C. Communication with Bargaining Unit Members

1. Bulletin boards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 **D. Union Business**

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

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

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

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

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

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

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

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

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

3. Union Business (Unpaid) Leave:

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

E. Union Business – Employment Status:

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

F. Visits by Union Representatives

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

IV. Technology, the Union and the Work Place

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

ARTICLE 6
NO STRIKE OR LOCKOUT

I. No Strike

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

II. Crossing of Picket Lines

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

III. Employee Disciplinary Action

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

IV. No Lockout

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

V. Informational Picketing

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

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

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

ARTICLE 7
COMPENSATION

I. Salary

A. Salary and Schedule

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

B. Salary Range for FY 2020-2021

Effective July 1, 2020, the salary range shall be increased by two point nine percent (2.9%).

C. Salary Range for FY 2021-2022

Effective July 1, 2021, the salary range shall be increased by one point six percent (1.6%).

II. Salary Administration

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

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

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

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

III. Work Schedules

A. Posting of Work Schedules: Work schedules showing work days and hours of work are posted in EPIC or shall otherwise be made accessible to employees at

all times. Management may change work schedules with twenty-one (21) days' notice to an affected employee, or with less notice if such notice is voluntarily waived in writing by the employee. Such notice may be made by email. Except on work-weeks in which an employee is scheduled for Saturday clinic, an employee's work schedule shall include at least two (2) consecutive days off per week.

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

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

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

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

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

IV. Premiums

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

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

C. Physicians who are required to carry a pager for Corrections After Hours/On-Call Service shall be compensated an amount equal to one (1) hour of pay for each Monday through Friday "on-call" shift and three and one-half (3.5) hours of pay for

each weekend “on-call” shift for a total of twelve (12) hours of pay for seven (7) days of After Hours On-Call Service. Carrying the pager on a holiday shall be treated as a weekend day for purposes of compensation.

V. Retirement

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

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

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

D. Pension Stability Account Diversion Replacement

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

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

VI. Retiree Medical Benefits

A. Right to Participate

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

1 **B. Choice of Plan**

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

8 **C. Requirement to Continuously Participate**

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

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

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

30 **VII. Transportation Reimbursement**

31 **A. Automobile/Mileage**

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

B. Bus Pass

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

VIII. Professional Fees and Continuing Education

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

B. The County will provide two thousand dollars (\$2,000) per fiscal year per employee for employees assigned 0.8 FTE and above, and on a straight prorated basis for employees assigned less than 0.8 FTE, for fees and expenses associated with Professional Association membership, Professional Board certification or recertification, and/or attending Continuing Medical Education training; unused funds will not be carried over from year to year. Proposed CME training must be pre-approved by the employee's supervisor.

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

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

IX. Temporary Appointments to a Non-Bargaining Unit Classification

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

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

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

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

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

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

8 **X. Repayment of Relocation Reimbursement**

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

ARTICLE 8

HEALTH AND WELFARE

I. Medical and Dental Benefits

A. Definition and Contribution Toward Benefit Plan Premiums

1. Definitions

a. Full-Time Employees

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

b. Part-Time Employees

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

2. Medical Benefit Plan Contributions

a. Full-Time Employees

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

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

b. Part-Time Employees

Each eligible Part-Time active enrolled employee's monthly contribution for the purchase of a medical benefit plan coverage (which includes vision

and prescription coverage) will be calculated as a percentage of the total monthly premium by coverage tier as follows:

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

3. Dental Benefit Plan Contributions

a. Full-Time Employees

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

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

b. Part-Time Employees

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

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

B. Health Care Cost During the Term of Agreement

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

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

C. Employee Contribution

Employee's contributions will be made through payroll deductions. Enrollment in a County sponsored medical benefit plan coverage and associated

employee contribution is mandatory for employees who do not “Opt-Out” of medical benefit plan coverage.

D. Major Medical Plan Rebates

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

E. Opt-Out of Medical Plan Benefits

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

2. Full-Time Employees Who Opt-Out

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

3. Part-Time Employees who Opt-Out

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

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

F. Successor Plans and Vendors

In the event that any of the current benefit plans become unavailable, the County agrees to provide to affected employees a substitute plan for the same service delivery type, if available, at substantially the same or better benefit levels. If a plan or

1 vendor is discontinued and no substitute plan is available of the same service delivery
2 type, the employee will be offered the option to enroll in an alternative service delivery
3 plan.

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

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

12 **II. Other Benefits**

13 **A. Life Insurance**

14 The County agrees to provide each employee covered by this agreement
15 with term life insurance in the amount of one times (1x) their annual salary up to a
16 maximum of fifty thousand dollars (\$50,000). Retirees of Multnomah County with at least
17 ten (10) years of service with the County will be provided with two thousand dollars
18 (\$2,000) term life insurance coverage during the period of time they receive pension
19 benefits upon retirement. Employees will designate their beneficiaries. Employees, at
20 their option, may purchase supplemental term life insurance coverage consistent with
21 vendor contract(s) by payroll deduction. Premiums will vary according to the age of the
22 insured.

23 **B. Disability**

24 **1. Short-Term**

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

28 **2. Long-Term**

29 **a.** The County will provide long-term disability insurance to all
30 members of the bargaining unit who are regularly scheduled to work at least half-time.

1 The coverage will be the same as those in the current group policy available to Multnomah
2 County employees.

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

10 **C. Long Term Care**

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

15 **D. VEBA**

16 **1.** The County will contribute an amount equal to one percent (1%) to
17 each Physician’s HRA VEBA account. The 1% is a fixed rate; however the dollar amount
18 of contributions will be impacted by COLA and step increases. This HRA VEBA
19 contribution will remain in place until the County or the Union has given at least sixty (60)
20 days’ notice to the other party that it wishes to discontinue the contribution or change the
21 contribution amount.

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

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

1 their individual salary rate adjusted, effective with the first pay period after the date the
2 contribution is discontinued.

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

ARTICLE 9
PAID LEAVES

I. Vacation Leave

A. Accrual

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

B. Table of Vacation Accrual Rates

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

C. Less than 1.0 FTE

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

D. Scheduling and Use of Accrued Vacation

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

E. Leave of Absence Accrual

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

F. New Hires

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

G. Payoff

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

II. Sick Leave

A. Definition and Allowable Use

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

1. Specified Others

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

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

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

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

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

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

10 **2. Covered Health Conditions**

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

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

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

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

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

22 f. In the event of public health emergency, as defined by Oregon
23 Sick Time Law.

24 **B. Accrual**

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

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

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

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

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

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

7 **2. Legitimate Use**

8 **a.** Protected sick time under the Oregon Sick Time Law (ORS
9 653.601 to .661) is limited to the first forty (40) hours of sick time taken by an employee
10 each calendar year.

11 **b. Verification of use:**

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

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

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

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

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

24 **(d)** whenever the County can articulate reasonable
25 cause to believe that a misuse or abuse of sick leave has occurred, including questionable
26 usage, questionable patterns of usage or calling in sick on a previously denied day off,
27 provided the employee has been previously notified by a supervisor or Human Resources
28 representative that, due to such concerns, future verification may be required. After an
29 employee has exceeded the amount of sick leave protected under the Oregon Sick Time
30 Law, employees notified of such reasonable cause described in this paragraph may be

1 required to furnish certification as referenced above for each use of sick leave for a period
2 not to exceed six (6) months following the notice; or

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

9 c. **Discipline:**

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

12 i. **Abuse of sick leave**

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

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

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

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

24 (i) Require the employee to take continuous
25 leave; or

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

29 iii. **Excessive absenteeism**

30 The parties recognize that every employee has a duty
31 to be reliably present at work, and that failure to confine sick leave usage to accrued and

1 available sick leave raises the possibility of discipline for excessive absenteeism. Such
2 cases, however, are subject to just cause review and require systematic examination of
3 relevant factors, including but not limited to:

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

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

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

11 (d) The particular attendance requirements of the
12 employee's job;

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

15 **D. New Hires**

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

19 **E. Workers' Compensation**

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

22 **F. Maximum**

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

25 **G. Charging of Sick Leave**

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

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

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

8 **H. Separation from Employment**

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

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

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

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

20 **III. Holidays**

21 **A. Recognized and Observed Holidays**

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

- 23 1. Any day declared a holiday by the Board of County Commissioners
- 24 2. New Year's Day (January 1st)
- 25 3. Dr. Rev. Martin Luther King, Jr.'s birthday (3rd Monday in January)
- 26 4. President's Day (3rd Monday in February)
- 27 5. Memorial Day (last Monday in May)
- 28 6. Juneteenth (June 19)
- 29 7. Independence Day (July 4)
- 30 8. Labor Day (1st Monday in September)
- 31 9. Veteran's Day (November 11)

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

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

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

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

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

15 **B. Holiday Observance**

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

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

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

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

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

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

26
27 **3. Part-time employees, and full-time employees on an irregular**
28 **schedule.**

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

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

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

7 **D.** Supervisors are authorized to adjust holiday schedules for employees on
8 flexible working schedules.

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

13 **IV. Recognition Leave**

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

17 **V. Jury Duty**

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

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

1 **VI. Personal Leave**

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

5 **VII. Military Leave**

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

ARTICLE 10
WORKERS' COMPENSATION AND
SUPPLEMENTAL BENEFITS

I. Coverage

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

II. Employee Status

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

III. Supplemental Benefits

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

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

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

D. Supplemental benefits shall only be payable for those days an employee is receiving time loss benefits pursuant to Oregon Workers' Compensation Law. Supplemental benefits shall be paid for no more than six hundred forty (640) hours of the

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

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

IV. Wages

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

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

V. Denied Claims

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

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

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

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

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

VI. Benefits

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

VII. Borrowing of Sick Leave

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

ARTICLE 11
SENIORITY AND LAYOFF

I. Definition of Seniority

Seniority will be determined as follows:

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

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

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

II. Computation of Seniority

Seniority shall be in accordance with the following rules:

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

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

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

a. An unpaid leave is protected by FMLA/OFLA or the Uniformed Services Employment and Reemployment Rights Act (USERRA) shall count.

b. An unpaid leave of up to one-hundred and eighty (180) days protected by the Americans with Disabilities Act, ORS 659A.040 to ORS 659A.069 (injured worker's right to reinstatement), and ORS 659A.270 to ORS 659A.290 (leave for victims of domestic violence) shall count.

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

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

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

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

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 an initial trial service period following promotion will be returned to the position previously held; employees who do not complete a trial service period; or, expiration of the layoff list.

III. Layoff

A. Employees Affected

1. Should the County find it necessary to reduce the number of Physicians through layoff, the County will identify the clinic and specialty area from which the layoff shall be made and the Physician at that clinic in the specialty area of the position being eliminated with the lowest length of service will be affected.

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

B. Layoff Rules

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

C. Reassignment of Employees During a Layoff

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

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

2. Layoff

D. Non-Regular Employees During a Layoff

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

2. Initial trial service employees laid off will be placed on reinstatement lists for one year from the date of their layoff. They may, at the County's discretion, be

reinstated if there are no employees who are on a recall list. Initial trial service employees who are reinstated will be treated as if they have been on a leave of absence for purposes of computing seniority and length of initial trial service period.

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

1. Employee notification

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

2. Use of positions during the layoff process

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

3. Return from family medical leave without pay

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

4. Return from other leave without pay

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

5. Recalculation of seniority after leave of absence without pay

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

1 **IV. Bumping**

2 **A. Bumping Definition**

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

5 **B. The Bumping Process**

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

9 2. Reassignment of employees to vacant positions within their specialty
10 area, if available, will always take precedence over their bumping another employee;
11 where multiple vacancies within the Physician's specialty area are available, the County
12 will reassign the employee to one.

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

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

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

23 **V. Notice and Recall List**

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

29 **B.** Employees who are laid off or reassigned between full-time and part-time
30 status will be placed on the recall lists within specialty area, according to seniority.
31 Employees will be placed on all the recall lists that meet the criteria below. (For example,

employees who are reassigned from full-time to part-time will be placed on the recall lists for full-time appointment)

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

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

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

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

1. Upon written request of the employee; or

2. Upon their retirement; or

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

4. Upon declining an offer of permanent recall; or

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

6. Disciplinary termination for cause; or

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

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

VI. Recall

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

1 on the recall list for certification to other vacancies during the employee's term of eligibility.

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

5 **VII. Seniority Application**

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

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

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

12 **VIII. Posting Process**

13 **A. Seniority List Posting**

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

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

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

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

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

24 **B.** Only time served in the Physician Bargaining Unit shall apply for bumping
25 purposes.

ARTICLE 12
PERSONNEL FILE

I. Definition

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

II. Access to Personnel File Materials

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

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

III. Written Response

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

IV. Removal of File Materials

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

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

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

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

4 **V. Performance Evaluation**

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

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

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

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

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

ARTICLE 13

EMPLOYMENT RELATIONS COMMITTEE

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

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

ARTICLE 14
DISCIPLINARY ACTION

I. Forms of Discipline for Cause and Notice Requirements

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

II. Definition of Cause

Cause shall include misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, or failing to fulfill responsibilities as an employee as determined by the Medical Director and reviewed by a Review Committee. This article does not adopt any other definition or test of cause, but does not preclude either party from arguing any particular standard of cause.

III. Appeal Rights

A. Written Reprimand

Any regular, non-initial trial service employee who is reprimanded in writing shall have the right to appeal the reprimand to the Medical Director.

B. Reduction in Pay, Suspension, or Dismissal

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

C. Other

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

1 **IV. Manner of Accomplishing Reprimands**

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

5 **V. No Abridgement of Rights**

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

ARTICLE 15
SETTLEMENT OF DISPUTES

I. Grievance Procedure

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

II. Grievance Not Related to Discipline

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

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

- 1.** Name of the grievant(s)
- 2.** The date of filing
- 3.** Relevant facts and explanation of the grievance
- 4.** A list of the articles of the contract allegedly violated
- 5.** A description of remedy sought

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

1. Non-disciplinary grievances must be filed within thirty (30) days of the alleged violation of the contract, or within fifteen (15) days of the date on which either the grievant or the employee's representative became aware or should have become aware, of its occurrence. Whether or not the grievant or the union was aware of the alleged violation, no grievance may be filed more than sixty (60) days from the date of its occurrence. However, the sixty (60) day limitation cited above is not intended to affect the pursuit of grievances regarding alleged ongoing violations of the contract.

2. For the purposes of this article, as in the rest of this Agreement, "days" means "calendar days," unless otherwise specified. However, if the 15th and/or final day, whichever is applicable, falls on a weekend or holiday, as defined in Article 9 Paid Leaves, Section III.B, except for floating holiday time, the 15th and/or final day will

be considered the next business day immediately following the weekend or holiday.

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

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

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

A. Step 1. The Immediate Supervisor:

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

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

B. Step 2. The Department Director:

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

C. Step 3. Labor Relations:

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

D. Step 4. Arbitration:

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

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

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

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

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

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

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

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

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

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

19 **IV. Disciplinary Review Process**

20 **A. Notice of Proposed Discipline**

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

25 **B. Disciplinary Review**

26 **1.** A regular, non-initial trial service physician being suspended or
27 terminated may appeal the discipline by making a request to the Medical Director within
28 fifteen (15) days of the date of imposition of discipline. A regular, non-initial trial service
29 physician who is denied removal of discipline from their file under Article 12 - Personnel
30 File may appeal the denial by making a request to the Medical Director within fifteen (15)
31 days of the date of notice of the denial. The physician appealing the suspension or

1 termination, or denial of removal of discipline, shall be entitled to representation as set
2 out in Section V. below.

3 **2.** Upon receipt of the request, the Medical Director will convene and
4 impanel an ad hoc Review Committee. The committee will have five members:

5 **a.** Two MCHD staff physicians identified by the bargaining unit,

6 **b.** Two MCHD leadership physicians (e.g., Site Medical
7 Directors), and

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

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

16 **4.** The Review Committee shall:

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

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

28 **c.** Articulate its findings and the rationale for its
29 recommendation.

30 **5.** Either party may appeal the Ad Hoc Review Committee's
31 recommendation by notice to the other party within fifteen (15) days of issuance.

Review of the Committee's process and determination shall be conducted by a mutually recognized Peer Review Organization, and the scope of review shall be de novo.

V. Representation of Employees

A. The Union as Exclusive Representative

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

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

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

B. Stewards

1. Definition and designation

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

2. Processing of grievances by stewards

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

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

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

4 **3. Lead Stewards**

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

11 **4. Notification**

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

ARTICLE 16

MODIFICATION OF WORK PERFORMED

BY THE BARGAINING UNIT:

CONTRACTING, INTERGOVERNMENTAL AGREEMENTS

I. Contracting

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

II. Intergovernmental Agreements

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

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

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

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

ARTICLE 17
GENERAL PROVISIONS

I. No Discrimination

A. Contractually Prohibited Discrimination

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

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

B. Legally Prohibited Discrimination and County Complaint Procedure

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

II. No Prejudicial Harassment

A. Prejudicial Acts Prohibited

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

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

1 **B. Sexual Harassment Prohibited**

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

6 **III. Changes in Existing Conditions**

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

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

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

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

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

19 **IV. Loss of Personal Property**

20 **A. Procedure for Advancing Claims**

21 Employees who suffer a loss of personal property on County premises shall
22 contact the Risk Management Division and provide details of how the loss occurred.
23 Premises, for this purpose, are defined as County facilities and vehicles. The Risk
24 Management Division shall provide the requesting employee with a determination in
25 writing by the County if the insurance coverage is afforded under the County policies. The
26 County will pay claims for which it determines it has legal liability.

27 **B. Exclusion of Personal Vehicles**

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

ARTICLE 18

SAVINGS CLAUSE AND FUNDING

I. Savings Clause

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

II. Funding

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

ARTICLE 19
ENTIRE AGREEMENT

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

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

ARTICLE 20
TERMINATION

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

IN WITNESS WHEREOF, the Parties hereto have set their hands this 10th day of June, 2021.

MULTNOMAH COUNTY, OREGON

MULTNOMAH COUNTY EMPLOYEES
UNION, LOCAL 88-2, AFSCME,
AFL-CIO (Physicians Unit)

Filza Akhtar
Dr. Filza Akhtar

Jeffrey Barrett
Dr. Jeffrey Barrett

Elaine Marcus
Dr. Elaine Marcus

Celeste N Jones
Celeste Jones, Council Representative

Percy Winters Jr.
Percy Winters Jr., President

NEGOTIATED FOR THE UNION BY:

Eben L. Pullman
Eben L. Pullman
Council Representative
AFSCME Council 75

Deborah Kafoury

Deborah Kafoury, County Chair

Sharon Meieran

Sharon Meieran, Commissioner, District 1

Susheela Jayapal

Susheela Jayapal, Commissioner, District 2

Jessica Vega Pederson

Jessica Vega Pederson, Commissioner,
District 3

Lori Stegmann

Lori Stegmann, Commissioner, District 4

NEGOTIATED FOR THE COUNTY BY:

James J. Opoka
James J. Opoka
Labor Relations Manager
Department of County Management

REVIEWED:

Jenny Madkour, County Attorney
For Multnomah County, Oregon:

Kathryn A. Short
By: Kathryn A. Short
Deputy County Attorney

ADDENDUM A
SALARY SCHEDULE

**July 1, 2020 Salary Schedule
(2.9% COLA)**

	A	B	C	D	E	F	G	H	I	J
Semi-Monthly	\$7,763.15	\$7,996.04	\$8,235.90	\$8,482.99	\$8,737.48	\$8,999.61	\$9,269.59	\$9,547.67	\$9,834.09	\$10,129.12

**July 1, 2021 Salary Schedule
(1.6% COLA)**

	A	B	C	D	E	F	G	H	I	J
Semi-Monthly	\$7,887.36	\$8,123.98	\$8,367.67	\$8,618.72	\$8,877.28	\$9,143.60	\$9,417.90	\$9,700.43	\$9,991.44	\$10,291.19

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