
2016-2020



AGREEMENT

between

Multnomah County, Oregon

and

Multnomah County Employees Union

Local 88-2, AFSCME AFL-CIO

(Physicians Unit)



2016-2020

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



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2016 - 2020
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

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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. Temporary List

The County shall, on a quarterly basis, provide the Union with a list of 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 data base.

III. Certification of Union Officers

The President of Local 88, or his or her 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.

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ARTICLE 3
DEFINITIONS

I. Full-Time Employee:

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

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. Part-Time Employee:

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

IV. Regular Employee:

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

- A.** An employee who passed the initial one (1) year probationary period, terminated employment, and has been reinstated.
- B.** A non-probationary employee who has been transferred to the County by intergovernmental agreement under ORS 236.610 through 236.650.

V. Probationary Period:

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

1 **VI. Temporary Employee:**

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

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

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

6 **VIII. Job Share:**

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

11 The two (2) employees share the duties and responsibilities for the position,
12 dividing the hours equally between them. Each employee will be scheduled to work forty
13 (40) hours during two (2) work weeks. Job share partners will be treated as part-time
14 (.5 FTE) employees for purposes of holidays, leave accruals and scheduling,
15 compensation, and health and welfare benefits.

ARTICLE 4
MANAGEMENT RIGHTS

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

1 **ARTICLE 5**

2 **UNION SECURITY and CHECK OFF**

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

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

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

11 **A. Deduction of Union Dues and Fair Share Service Fees**

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

13 The County agrees to deduct each payroll period from the pay of
14 employees covered by this Agreement as applicable:

15 **a. Union dues**

16 One half (.5) of the current monthly Union membership dues of those
17 Union members who individually request such deductions in writing on the form
18 provided by the Union.

19 **b. Fair share service fee**

20 One half (.5) of a monthly Fair Share Service Fee, payable in lieu of
21 dues by any employee who has not joined the Union within thirty (30) days of initial
22 regular appointment to a bargaining unit position.

23 **2. Administration and use of Fair Share Service Fees**

24 The Fair Share Service Fee shall be applied solely to defraying the cost
25 of negotiations and contract administration. The process for determining the amount of
26 the Fair Share Service Fee deduction, accountancy requirements for funds collected,
27 limitations on the use of such funds, and any requirements for refund, shall all be in
28 accordance with the requirements of state and federal law.

29 **3. Authorization and certification of dues and Fair Share Service**
30 **Fees**

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

8 **4. Religious objections to payment of dues and Fair Share Service**
9 **Fees**

10 The Union expressly agrees that it will safeguard the rights of
11 non-association of employees, based upon bona fide religious tenets or teachings of a
12 church or religious body of which such employee is a member. Any such employee
13 shall pay an amount equal to regular union dues through the Union to a non-religious
14 charitable organization exempt from taxation under 501(c)(3) of the Internal Revenue
15 Code, or other charitable organization mutually agreed upon by the employee making
16 such payment and the Union. The employee will make payment through the Union on a
17 monthly basis. The Union will forward the payment to the agreed upon charity, and
18 provide the employee with a copy of the forwarding letter.

19 **5. Appointment to excluded positions**

20 Deductions for Fair Share Service Fees and Union dues shall cease
21 beginning with the pay period following an employee's regular appointment to a position
22 which is excluded from the bargaining unit.

23 **6. Monthly listing of new and terminated employees**

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

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

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

5 c. All bargaining unit members who are fair share. Such listing shall
6 contain the names of the employees, hire dates, work phone number and email
7 address, and work location.

8 **B. AFSCME PEOPLE Deductions**

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

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

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

22 **III. Union Representation**

23 **A. Contract Negotiations**

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

30 2. Observers and/or working staff sponsored by the Union or County may
31 be in attendance with the negotiating teams. Such attendance for the Union by a

1 bargaining unit employee shall be on the employee's own time, unless otherwise
2 mutually agreed.

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

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

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

14 **B. Grievances and Contract Administration**

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

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

19 **1. Bulletin boards**

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

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

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

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

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

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

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

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

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

27 vii. Stewards will make every effort to avoid disruptions and
28 interruptions of work.

29 b. The uses cited in "Subsection a" above may continue only to the
30 extent that they are at no additional cost to the County, and are contingent on the
31 continued use of the cited computers, internet connection, intranet connection, etc. for

1 other County purposes. The content of any and all communications using the County
2 computer system is not privileged and may be subject to County review.

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

6 i. Access is approved by the County's Chief Information
7 Officer, and subject to restrictions imposed by him or her; and

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

10 **D. Union Business**

11 There are three forms of Union Business Leave.

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

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

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

21 Any bargaining unit member selected by the Union to participate in a
22 Union activity as defined below shall be considered in Union Business Leave (Union
23 Reimbursable Time) status and shall be granted such paid leave not to exceed five (5)
24 working days (pro-rated based on the employee's FTE) per fiscal year, per member. An
25 additional five (5) working days (pro-rated based on the employee's FTE) of paid Union
26 Reimbursable Time leave shall be granted upon request to any elected Union delegate
27 selected to attend official AFL-CIO or other certified AFSCME activities. Additional paid
28 time may be granted by mutual agreement of the parties. No more than one (1)
29 bargaining unit member shall be permitted to be on Union Reimbursable time at the
30 same time without express written approval of the Medical Director.

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

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

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

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

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

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

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

15 **F. Visits by Union Representatives**

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

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

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

1 **ARTICLE 6**
2 **NO STRIKE OR LOCKOUT**
3

4 **I. No Strike**

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

12 **II. Crossing of Picket Lines**

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

20 **III. Employee Disciplinary Action**

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

24 **IV. No Lockout**

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

27 **V. Informational Picketing**

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

- 1 facilities 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 his or her supervisor or manager not to report to work, will be paid at his or her regular rate for the hours he or she was scheduled to work.

B. **Salary Range for FY 2016-2017**

Retroactive to July 1, 2016, the salary range shall be revised as set out in Addendum A (one (1) step added to the top of the schedule, and one (1) step removed from the bottom of the schedule), and the revised schedule shall be increased by one percent (1%).

C. **Salary Range for FY 2017-2018**

Effective July 1, 2017, the salary range shall be increased by two and two-tenths percent (2.2%).

D. **Salary Range for FY 2018-2019**

Effective July 1, 2018, the salary range shall be revised as set out in Addendum A (one (1) step added to the top of the schedule), and the revised schedule shall be increased by the percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the second half 2016 to the second half 2017 as reported in February 2018. The minimum percentage increase shall be no less than one percent (1%) and the maximum percentage increase no more than four percent (4%). Employee steps for July 1, 2018 shall be made on the revised schedule.

E. **Salary Range for FY 2019-2020**

Effective July 1, 2019, the salary range shall be increased by the percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the second half 2017 to the second half 2018 as reported in February 2019. The minimum percentage increase shall be no less than one percent (1%) and the maximum percentage increase no more than four percent (4%).

II. **Salary Administration**

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

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

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

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

14 **III. Work Schedules**

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

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

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

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

1 **2.** ICS Primary Care clinics that have instituted Saturday clinic hours
2 will not be open on Saturday of any week in which a holiday identified in Article 9.III.A.1-
3 9 or 11 falls or is observed on a Friday or Saturday.

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

10 **IV. Premiums**

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

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

17 **C.** Physicians who are required to carry a pager for Corrections After
18 Hours/On-Call Service shall be compensated an amount equal to one (1) hour of pay for
19 each Monday through Friday “on-call” shift and three and one-half (3.5) hours of pay for
20 each weekend “on-call” shift for a total of twelve (12) hours of pay for seven (7) days of
21 After Hours On-Call Service. Carrying the pager on a holiday shall be treated as a
22 weekend day for purposes of compensation.

23 **V. Retirement**

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

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

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

1 **VI. Retiree Medical Benefits**

2 **A. Right to Participate**

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

10 **B. Choice of Plan**

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

17 **VII. Transportation Reimbursement**

18 **A. Automobile/Mileage**

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

22 **B. Bus Pass**

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

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

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

29 **B.** The County will provide two thousand dollars (\$2,000) per fiscal year per
30 employee for employees assigned 0.8 FTE and above, and on a straight prorated basis
31 for employees assigned less than 0.8 FTE, for fees and expenses associated with

1 Professional Association membership, Professional Board certification or recertification,
2 and/or attending Continuing Medical Education training; unused funds will not be carried
3 over from year to year. Proposed CME training must be pre-approved by the
4 employee's supervisor.

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

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

12 **IX. Temporary Appointments to a Non-Bargaining Unit Classification**

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

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

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

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

22 **D.** The employee has the right to return to his or her bargaining unit position
23 at the end of the appointment without loss of seniority; and

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

26 **X. Repayment of Relocation Reimbursement**

27 Employees who have been provided with a Qualified Moving Expense (QME)
28 Reimbursement described in Multnomah County Administrative Procedure FIN-17 or its
29 successor, must repay the disbursed reimbursement to the County if he or she
30 voluntarily terminates County employment prior to the passage of one (1) full year.
31 Exceptions to the one (1) year requirement may be made upon mutual agreement

- 1 between the Union and the County based on hardship or emergency circumstances.
- 2 Employees receiving a (QME) Reimbursement shall be informed of these requirements
- 3 prior to the disbursement in writing; if the employee was not notified of these
- 4 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, not scheduled for three (3), ten (10) hours per day.

2. Medical Benefit Plan Contributions

a. Full-Time Employees

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

Full-Time Employees		
Medical Plan	County Contribution	Employee Contribution
Moda Platinum Plan	92.5%	7.5%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser 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 tier as follows:

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

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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 tier as follows:

Full-Time Employees		
Dental Plan	County Contribution	Employee Contribution
Moda Dental Plan	95%	5%
Kaiser Dental Plan	95%	5%

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 Tier.

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

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

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

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

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

21 After January 1, 2018, and upon written request to the other, either party
22 reopen this article for negotiations, including but not limited to plan design changes, the
23 number of plans available, and employee cost sharing, for the purpose of addressing
24 the Excise Tax of the Affordable Care Act of 2010 (ACA) or any economic penalty of
25 similar effect or impact. The reopener of Article 8 will be subject to the same rules and
26 bargaining process that pertains to full contract successor negotiations and Article 6 (No
27 Strike-No Lockout) will be suspended as to any Article 8 dispute arising therefrom.

28 **D. Employee Contribution**

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

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

3 **E. Major Medical Plan Rebates**

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

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

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

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

15 Full-Time employees who Opt Out of benefit plan coverage will
16 receive a reimbursement paid by the County of two-hundred-fifty dollars (\$250) (gross)
17 per month.

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

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

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

29 **G. Successor Plans and Carriers**

30 In the event that any of the current benefit plans become unavailable, the
31 County agrees to provide to affected employees a substitute plan for the same service

1 delivery type, if available, at substantially the same or better benefit levels. If a plan or
2 carrier is discontinued and no substitute plan is available of the same service delivery
3 type, the employee will be offered the option to enroll in an alternative service delivery
4 plan.

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

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

13 **II. Other Benefits**

14 **A. Life Insurance**

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

24 **B. Disability**

25 **1. Short-Term**

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

29 **2. Long-Term**

30 **a.** The County will provide long-term disability insurance to all
31 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 UNUM group policy available to
2 Multnomah County employees.

3 **b.** The County will pay for COBRA medical and dental
4 insurance coverage for a period of up to six months beyond the month in which benefits
5 would normally terminate for an employee with an approved long-term disability claim.
6 Members must complete and return the COBRA enrollment form as required by law in
7 order to receive premium payments by the County. However, employees who “opt out”
8 of benefits coverage under the provisions of Article 8, Section 1.G. of this Agreement
9 will 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
12 in a long term care insurance program developed by the Union and the County
13 (consistent with carrier contracts), the monthly premiums to be paid individually through
14 payroll deduction.

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

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

10 **G. Payoff**

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

14 **II. Sick Leave**

15 **A. Definition and Allowable Use**

16 Sick leave may be used by an employee for the following non-
17 occupational conditions involving the employee or conditions of a member of the
18 employee's immediate household; spouse, parent, or children as defined in the federal
19 Family and Medical Leave Act; parents-in-law, grandparents or grandchildren as
20 defined in the Oregon Family Leave Act (OFLA); the employee's domestic partner as
21 designated in an Affidavit of Domestic Partnership submitted to the Employee Benefits
22 Unit; or the children and parents of such domestic partner.

- 23 1. Illness or injury;
- 24 2. Quarantine based on non-job related exposure to contagious
25 disease;
- 26 3. Medical, dental or employee assistance program appointments; or
- 27 4. Family Medical Leave as defined by state, federal law, except that
28 the amount taken by the other parent of the employee's child will not affect the parental
29 leave available to the employee.

30 **B. Accrual**

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

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

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

7 **C. New Hires**

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

11 **D. Workers' Compensation**

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

14 **E. Maximum**

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

17 **F. Charging of Sick Leave**

18 Effective July 1, 2017, time will be charged to sick leave for partial day
19 absences from work to the extent allowed by state and federal law; however, an
20 employee's leave bank will not be charged for the first three (3) partial day absences in
21 the fiscal year.

22 **G. Separation from Employment**

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

25 **III. Holidays**

26 **A. Recognized and Observed Holidays**

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

- 28 1. Any day declared a holiday by the Board of County Commissioners
29 2. New Year's Day (January 1st)
30 3. Dr. Rev. Martin Luther King, Jr.'s birthday (3rd Monday in January)
31 4. President's Day (3rd Monday in February)

- 1 **5.** Memorial Day (last Monday in May)
- 2 **6.** Independence Day (July 4)
- 3 **7.** Labor Day (1st Monday in September)
- 4 **8.** Veteran's Day (November 11)
- 5 **9.** Thanksgiving Day (4th Thursday in November)
- 6 **10.** Eight (8) hours to be used as a floating holiday during the fiscal
7 year provided the employee gives two (2) weeks' notice and has
8 the consent of the employee's supervisor. If the supervisor
9 determines the holiday usage requested is impracticable, the
10 employee shall be credited with eight (8) hours of Saved Holiday
11 time, subject to requirements of Section F below. If an employee
12 who works more than eight (8) hours per day takes a full day's
13 absence, the balance of the day may be charged to accrued
14 vacation leave.
15 The eight (8) hours of leave shall be prorated for part-time
16 employee based on their normal FTE.
- 17 **11.** Christmas Day (December 25) or, with approval of supervisors, this
18 day may be traded for any other religious holiday during the fiscal
19 year if employees use paid leave for or work on December 25.

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

23 **B. Holiday Observance**

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

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

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

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

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

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

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

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

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

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

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

18 **E.** Supervisors are authorized to adjust holiday schedules for employees on
19 flexible working schedules.

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

24 **IV. Recognition Leave**

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

28 **V. Jury Duty**

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

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

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

9 **VI. Personal Leave**

10 Effective July 1, 2017, all employees will be granted eight (8) hours of personal
11 leave per year, for use within the fiscal year. The eight (8) hours of leave shall be
12 prorated for part-time employees based on their FTE.

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 state law, will not interrupt continued employment for service credit for retirement vesting unless the employee's doctor, the Oregon Workers' Compensation Division or the employee's attending physician 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 last occupied.

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 will make retirement contributions, based upon the gross dollar amount of supplemental benefits paid, throughout the period that the employee receives time loss benefits.

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

D. Supplemental pay is payable while the injured worker is receiving temporary total disability time loss payments and will end when the worker has a light duty or limited duty release to return to work, and such duty work is available to the injured worker. Such supplemental benefits will continue for 640 hours or for the number of hours of sick leave the employee has accrued, whichever is higher. An employee's sick

1 leave accrual is not, however, used to pay for supplemental benefits provided by the
2 County.

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

4 **IV. Wages**

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

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

10 **V. Denied Claims**

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

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

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

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

23 **2.** Any other supplemental benefits .

24 **VI. Benefits**

25 The County will continue contributions toward medical and dental benefits for the
26 employee and dependent from the first day of occupational disability, throughout the
27 period the employee receives supplemental benefits.

28 **VII. Borrowing of Sick Leave**

29 Nothing in this Article may be construed to permit borrowing of sick leave not
30 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.

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

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

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

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

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

1 period; or, expiration of the layoff list.

2 **III. Layoff**

3 **A. Employees Affected**

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

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

10 **B. Layoff Rules**

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

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

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

16 2. Layoff

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

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

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

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

29 **1. Employee notification**

30 Employees who are on a leave of absence without pay which is
31 scheduled to continue after the layoff effective date and are expected by the County to

1 be affected by an upcoming layoff process will be notified in writing and given an option
2 to return from leave.

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

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

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

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

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

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

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

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

24 **IV. Bumping**

25 **A. Bumping Definition**

26 The replacement of an employee with less seniority by an employee with
27 more seniority.

28 **B. The Bumping Process**

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

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

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

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

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

15 **V. Notice and Recall List**

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

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

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

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

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

31 **C.** Employees will remain on a recall list for twenty-four (24) months from the

1 date of placement on the list. Within that time period, employees will be removed from
2 the recall list only under the following circumstances:

- 3 1. Upon written request of the employee; or
- 4 2. Upon their retirement; or
- 5 3. Upon acceptance of permanent recall from the list; or
- 6 4. Upon declining an offer of permanent recall; or
- 7 5. Upon the employee's failure to respond to a certified letter sent to
8 the employee's last known address within fourteen (14) days of mailing;
- 9 6. Disciplinary termination for cause; or
- 10 7. Failure to maintain Oregon licensure and Board eligibility or
11 certification.

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

15 **VI. Recall**

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

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

29 **VII. Seniority Application**

30 **A.** The above terms for determination of seniority shall apply not only to the
31 layoff process, but also to other situations in which seniority is applied, including total

1 service for the purpose of vacation accrual rates.

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

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

5 **VIII. Posting Process**

6 **A. Seniority List Posting**

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

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

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

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

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

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

ARTICLE 12
PERSONNEL FILE

I. Definition

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

II. Access to Personnel File Materials

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

An employee may request to have removed from his or her 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 patient care, the letter shall be removed and shall not be considered in any subsequent disciplinary action.

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 his or her request if the subject of the discipline is not demonstrably related to patient care. If removed, the letter shall not be considered in any subsequent disciplinary action.

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. For the purpose of this subsection “letter” includes all attachments. Disciplinary actions which are eligible

1 for removal under this provision but have not yet been removed will not be considered in
2 any subsequent disciplinary action.

3 **V. Performance Evaluation**

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

7 **B.** An employee has the right to attach a response to any evaluations in their
8 personnel file.

9 **C.** Performance evaluations shall be signed by the employee's supervisor, who
10 shall bear ultimate responsibility for the content of the evaluation.

11 **D.** Should a "360° Evaluation" be used, it shall not exclusively constitute the
12 evaluation process but rather may be a component of the performance evaluation.

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

1 **ARTICLE 13**

2 **EMPLOYMENT RELATIONS COMMITTEE**

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

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

1 **ARTICLE 14**
2 **DISCIPLINARY ACTION**
3

4 **I. Forms of Discipline for Cause and Notice Requirements**

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

10 **II. Definition of Cause**

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

16 **III. Appeal Rights**

17 **A. Written Reprimand**

18 Any regular, non-probationary employee who is reprimanded in writing shall
19 have the right to appeal the reprimand to the Medical Director.

20 **B. Reduction in Pay, Suspension, or Dismissal**

21 Any regular, non-probationary employee for whom reduction in pay,
22 suspension, or dismissal is proposed shall have the right to request review of the
23 proposed discipline within fifteen (15) days of receipt of the letter imposing disciplinary
24 action as set out in Article 15 – Settlement of Disputes, IV. Disciplinary Review Process.
25 The employee shall submit the request either to the supervisor who imposed the
26 discipline or directly to the Medical Director.

27 **C. Other**

28 Written documents (excluding performance evaluations) given to an
29 employee that address deficient work performance/conduct and are not discipline may
30 be appealed to the Medical director
31

1 **IV. Manner of Accomplishing Reprimands**

2 If the County has reason to reprimand an employee, every reasonable effort will
3 be 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
7 constitutional or civil rights. Employees have the right to Union representation. If the
8 employee so desires, he or she 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 his or her 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 fifteen (15) days of the alleged violation of the contract, or within fifteen (15) days of the date on which either the grievant or his or her 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

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

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

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

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

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

15 Grievance submitted at Step 1 will be filed with the Site Medical Director.
16 The Site Medical Director, or other manager or supervisor appointed by the department,
17 will respond in writing to the grievant or his or her Union representative within fifteen
18 (15) days of receipt.

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

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

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

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

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

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

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

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

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

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

30 The arbitrator shall be requested to begin taking evidence and testimony
31 within twenty-five (25) days after submission of the request for arbitration; and the

1 arbitrator shall be requested to issue his or her decision within thirty (30) days after the
2 conclusion of testimony and argument. The Union and the County hereby vest the
3 arbitrator with authority to compel the attendance of witnesses on behalf of either party
4 by issuance of a subpoena, the cost of which shall be borne by the party requesting the
5 subpoena.

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

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

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

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

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

24 **IV. Disciplinary Review Process**

25 **A. Notice of Proposed Discipline**

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

30 **B. Disciplinary Review**

31 **1.** A regular, non-probationary physician being suspended or

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

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

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

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

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

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

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

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

29 **b.** Determine whether: 1) in the case of imposed discipline, the
30 discipline should be upheld, modified or vacated; and 2) in the case of denial of a

1 request for removal, whether a meaningful relationship to patient care has been
2 demonstrated.

3 c. Articulate its findings and the rationale for its
4 recommendation.

5 5. Either party may appeal the Ad Hoc Review Committee's
6 recommendation by notice to the other party within fifteen (15) days of issuance.
7 Review of the Committee's process and determination shall be conducted by a mutually
8 recognized Peer Review Organization, and the scope of review shall be de novo.

9 **V. Representation of Employees**

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

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

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

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

23 **B. Stewards**

24 **1. Definition and designation**

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

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

30 a. Upon notification to the grievant's supervisor of the name of
31 the grievant and the tentative cause of the grievance, or the name of the subject of a

1 disciplinary investigatory interview, a steward(s) responsible for the grievant's work area
2 may investigate and process grievance(s) at the work site during working hours without
3 loss of pay, or in the case of an investigatory interview, participate in such interview
4 without loss of pay. All efforts will be made to avoid disruptions and interruptions of
5 work.

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

8 **c.** A steward may not process a grievance in any other work
9 area than the one to which he or she is assigned by the Union unless mutually agreed
10 by the Department and the Union.

11 **3. Chief stewards**

12 There shall be one (1) Chief Steward. When there is no steward
13 assigned to the grievant's work area, the regular steward is unavailable, or by mutual
14 agreement between the Union and the Department, the assigned chief steward may
15 process a grievance. When a chief steward is unavailable or by mutual agreement
16 between the Union and the Department, the Union may designate a Union officer to act
17 as chief steward.

18 **4. Notification**

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

1 **ARTICLE 16**

2 **MODIFICATION OF WORK PERFORMED**

3 **BY THE BARGAINING UNIT:**

4 **CONTRACTING, INTERGOVERNMENTAL AGREEMENTS**

5

6 **I. Contracting**

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

16 **II. Intergovernmental Agreements**

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

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

26 **A.** The County and the Union recognize the provisions of ORS 236.610
27 through 236.650 in the event an employee of the County is transferred to another public
28 employer as defined under ORS 236.610(2) for reason of merger, consolidation or
29 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.

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

4
5 **I. No Discrimination**

6 **A. Contractually Prohibited Discrimination**

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

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

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

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

21 **II. No Prejudicial Harassment**

22 **A. Prejudicial Acts Prohibited**

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

28 **B. Sexual Harassment Prohibited**

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

1 **III. Changes in Existing Conditions**

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

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

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

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

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

14 **IV. Loss of Personal Property**

15 **A. Procedure for Advancing Claims**

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

22 **B. Exclusion of Personal Vehicles**

23 Personal vehicles are expressly excluded from this provision. Loss or
24 damage 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 20
TERMINATION


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This Agreement shall be effective upon ratification by the Board of County Commissioners unless otherwise provided herein, and shall remain in full force and effect through the thirtieth (30th) day of June, 2020, subject to reopener exception set forth in Article 8, Section 1.C. This agreement shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than January 31, 2020 that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 20th day of July, 2017.

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

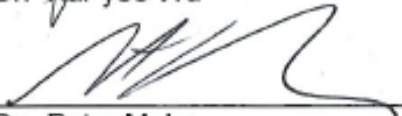
MULTNOMAH COUNTY, OREGON



Dr. Kar-ye Wu



Deborah Kafoury, County Chair



Dr. Peter Mahr



Sharon Meieran, Commissioner, District 1



Dr. Wayne Englander



Loretta Smith, Commissioner, District 2




Jessica Vega Pederson, Commissioner, District 3




Lori Stegmann, Commissioner, District 4

NEGOTIATED FOR THE UNION BY:

NEGOTIATED FOR THE COUNTY BY:



Eben L. Pullman
Council Representative
AFSCME Council 75



Steven E. Herron
Labor Relations Director
Department of County Management

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



By: Kathryn A. Short
Deputy County Attorney

ADDENDUM A
SALARY SCHEDULE
Effective July 1, 2016

Schedule 1: Current Scale as of July 1, 2015

	A	B	C	D	E	F	G	H	I
Semi-Monthly	\$6,592	\$6,790	\$6,994	\$7,204	\$7,420	\$7,642	\$7,872	\$8,108	\$8,351

Schedule 2: July 1, 2016 Salary Schedule
(1% COLA)

	A	B	C	D	E	F	G	H	I
Semi-Monthly	6,658	\$6,858	\$7,064	\$7,276	\$7,494	\$7,719	\$7,950	\$8,189	\$8,434

Schedule 3: July 1, 2016 Salary Schedule
(1% COLA & removing step from bottom of the scale & adding step to the top)

	A	B	C	D	E	F	G	H	I
Semi-Monthly	\$6,858	\$7,064	\$7,276	\$7,494	\$7,719	\$7,950	\$8,189	\$8,434	\$8,687

July 1, 2017 Salary Schedule
(2.2% COLA)

	A	B	C	D	E	F	G	H	I
Semi-Monthly	\$7,009	\$7,219	\$7,436	\$7,659	\$7,889	\$8,125	\$8,369	\$8,620	\$8,879

Above semi-monthly rates are based on 1.0 FTE. Rates are prorated for positions that are less than 1.0 FTE.

Employees in Steps A-H each received a step under the Status Quo Doctrine on July 1, 2016. Employees shall be placed on the Schedule 2 at their current Step (Status Quo rate of pay + 1%), then placed on Schedule 3 at the step reflecting their Schedule 2 rate of pay. Employees who were on Step I on June 30, 2016, and who therefore did not receive a step increase on July 1, 2016, shall be granted a step to Schedule 3, Step I effective July 1, 2016.

ADDENDUM B

MEMORANDUM OF AGREEMENT

HRA VEBA Contributions

I. Parties

The parties to this Agreement are Multnomah County, Oregon, hereinafter referred to as the County, and Local 88-4 (Physicians Unit), of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

II. Background

On January 30, 2014 the parties reached tentative agreement on all articles of a proposed 2014-2016 collective bargaining agreement covering Health Department Physicians. This is the first collective bargaining agreement for the Physicians who have previously been covered by non-represented employees' terms and conditions of employment.

One of the conditions of employment as non-represented employees was a County contribution into an HRA VEBA account of an amount equal to one percent (1%) of the employee's semi-monthly salary (excluding any premium differentials). Additionally, for employees who elected to opt-out of medical benefits, the County contributed the opt-out amount into their HRA VEBA accounts.

It is the desire of the parties to continue both of these funding arrangements. NOW, therefore the parties mutually agree as follows:

III. Terms of Agreement

It is hereby agreed that effective upon ratification by the Board of County Commissioners of a 2014-2016 County - AFSCME Local 88-4 (Physicians Unit) collective bargaining agreement that the following terms are hereby agreed to.

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

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

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

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

Agreed to this day, March 7, 2014.

For the Union:



Bryan Lally
Business Representative
AFSCME Council 75

For the County:



Steve Herron
Labor Relations Director
Dept. of County Management

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