

LETTER OF AGREEMENT: LMC SPECIAL PROJECTS

Of the amounts listed in Article 28.4, Three Hundred and Forty Seven Thousand Five Hundred and Twenty-Six Dollars and Thirty Cents (\$347,526.30) in special purpose funds have been approved for an ELL and Basic Education Senior Trainer from Fiscal Year 2020 through 2022. The approved special purpose funds are to be used by the LMC only on the special purpose projects discussed above (and in more detail in the LMC's joint proposal presented on April 2, 2019), and within the time frame presented by the LMC. The LMC may not use these approved funds for any other purpose or over any other time frame.

| THIS IS A WIN.

LETTER OF AGREEMENT: ONE-TIME LUMP SUM PAYMENT

If the Tentative Agreements reached August 14, 2019 or earlier are ratified by the bargaining unit, then by the end of the first full pay period following ratification, the Employer shall provide employees with a one-time lump sum payment of One Thousand Dollars (\$1,000), pro-rated for employees with less than a 1.0 FTE (e.g., a 0.75 FTE employee would receive a lump sum of \$750). For the purpose of this Letter of Understanding, FTE level will be calculated as of the date of ratification by the bargaining unit. For employees without an FTE, their lump sum payment will be calculated based on an imputed FTE as of the date of ratification, using the FTE calculation that is used to determine their eligibility for healthcare under the Affordable Care Act.

THIS IS A WIN FOR THE MAJORITY OF OUR MEMBERS.

LETTER OF AGREEMENT
Oregon Health & Science University
&
AFSCME Local 328

Drug Testing Policy
Pharmacy Department

AFSCME Local 328 herein after referred to as the “Union” and Oregon Health & Science University (OHSU) herein after referred to as the “Employer” agree to the establishment of the requirement of drug testing **all** employees transferring into any position located in the Pharmacy Department.

The parties recognize that staff in the Pharmacy Department have unsupervised access to controlled substances and have direct patient care and/or responsibility for diagnostic testing, good, medication, equipment or other items used in patient’s care.

~~This LOA applies to internal transfers that have not previously had a pre-employment drug test at OHSU.~~ Validated positive results of the drug test will result in rescinding of the offer of position. Further, Memorandum of Understanding #1 Drug and Alcohol Testing shall apply.

The parties agree that no one employed in the Pharmacy Department on the original date of execution of this LOA (May 25, 2011) who has not been drug tested will be drug tested as a result of this LOA.

| **THIS LANGUAGE CLARIFIES CURRENT PRACTICE.**