

MEMORANDUM OF EXCEPTION

ONA Saved Holiday Time - One-Time Fiscal Year Carryover

I. Parties to the Agreement

The Parties to this Memorandum of Exception (hereinafter "MOE") are Multnomah County, Oregon (hereinafter "County") and the Oregon Nurses Association (hereinafter "ONA").

II. Background

- A. Article 7, Section 5 of the 2018-2021 ONA Collective Bargaining Agreement (hereinafter "CBA") states:

"Holiday Work

If a part-time or full-time employee works on any of the holidays listed above, the employee shall in addition to the employee's holiday pay be paid for all hours worked at the rate of time and one-half (1-1/2) the employee's regular rate of pay, or may elect, in lieu of holiday pay to receive another day off with pay on a date mutually agreeable between the employer and the employee. Holidays accumulated in this manner must be utilized by June 30th of each year, except Memorial Day Holiday, which can be carried over to the following fiscal year. Those holidays not utilized will be paid to the employee at the employee's base rate."

- B. During 2018 ONA successor bargaining, the parties agreed to the "ONA Successor CBA - Implementation" which stated:

"In due course following the "Go Live" of the County's Enterprise Resource Planning system (hereinafter "Workday"), on January 1, 2019, the ratified ONA Collective Bargaining Agreement (CBA) shall be implemented subject to the following terms:

- 1. Changes requiring programming in Workday shall be implemented following the stabilization period, which is at least sixty (60) days following the "Go Live" date. This includes, but is not limited to, pay table changes due to [the] market adjustment for the Community Health Nurses, and the increased vacation accrual rate for less than 2 years of service.*
- 2. Changes to information in employee records in Workday shall be implemented following the stabilization period, which is at least sixty (60) days following the "Go Live" date, including, but not limited to employee pay rate changes."*

...

The above includes the two (2) saved holidays for the Inclement Weather Essential Employee Assignment designation in Article 16, Section 23.

- C. The 2018-2021 ONA CBA is scheduled to be implemented in pay period May 16-31, 2019, which will appear on the paycheck that ONA employees will receive on June 14, 2019.

D. The parties have a mutual interest to enter into this MOE, due to the following, which has resulted in ONA employees not being able to use their saved holiday time by the end of fiscal year 2018-2019:

- (1) The unique circumstances in implementing the 2018-2021 ONA CBA due to the "Go-Live" of Workday as described in Sections I.B. and I.C. above;
- (2) Some ONA employees not accruing the correct number of holidays hours following the "Go-Live" of Workday, which is in the process of being corrected; and
- (3) Corrections Health employees are currently in the "prime-time" time-off period, and it will be difficult for management to approve additional time off once the Inclement Weather Essential Employee Assignment saved holidays are loaded and/or employee holiday hours are corrected. The reasons for this is the short amount of time remaining before fiscal year-end, and the vacancies in Corrections Health which are resulting in employees working mandated overtime.

THEREFORE, the parties mutually agree by contract exception as follows:

III. Terms of Exception to Collective Bargaining Agreement

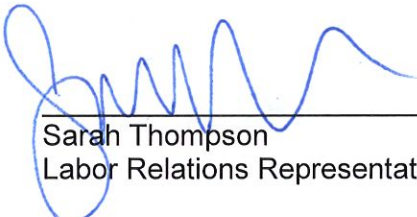
1. On a one-time only basis, ONA employees may carry over all or part of their saved holiday time from fiscal year 2018-2019 to fiscal year 2019-2020. Saved holiday time not carried over, will be will be paid to the employee at the employee's base rate in accordance with Article 7, Section 5 of the 2018-2021 CBA.
2. Saved holiday time not utilized by June 30, 2020, except for the 2020 Memorial Day holiday, which can be carried over to the following fiscal year (2020-2021), will be paid to the employee at the employee's base rate in accordance with Article 7, Section 5 of the 2018-2021 CBA.

The parties agree that this exception does not establish a precedent, custom, or binding past practice outside of the terms of this MOE.

This represents the complete agreement of the parties.

Agreed to this 22 day of May, 2019.

For the Union:



Sarah Thompson
Labor Relations Representative

For the County:



James J. Opoka
Labor Relations Manager