
2018 - 2021



AGREEMENT

between

Multnomah County, Oregon

and

Oregon Nurses Association

ONA Oregon
Nurses
Association
Voice of Oregon Nurses Since 1904

**2018 - 2021
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
OREGON NURSES ASSOCIATION**



**LABOR RELATIONS SECTION
501 SE HAWTHORNE BLVD., SUITE 300
PORTLAND, OR 97214
(503) 988-5135**

This document is available in accessible format upon request

TABLE OF CONTENTS

	PAGE
ARTICLE 1. PREAMBLE	1
ARTICLE 2. DEFINITIONS	2
1. Continuous Service	2
2. Countywide Seniority	2
3. Essential Employee	2
4. Full-Time Employee	2
5. Full-Time Equivalency (FTE)	2
6. Initial Trial Service Employee	3
7. Job Class Seniority	3
8. Job Sharing	3
9. Limited Duration Appointment	3
10. Managerial Employee	4
11. On-Call Employee	4
12. Part-Time Employee	4
13. Regular Employee	4
14. Supervisory Employee	5
15. Temporary Employee	5
ARTICLE 3. RECOGNITION	6
1. Unit Definition	6
2. Initial Trial Service Employee	6
3. On-Call And Temporary Employees	6
4. New Non-Bargaining Unit Positions Requiring Nursing License	8
ARTICLE 4. MANAGEMENT RIGHTS	9
ARTICLE 5. ASSOCIATION SECURITY, CHECK OFF AND BUSINESS	10
ARTICLE 6. NO STRIKE AND NO LOCKOUT	16
ARTICLE 7. HOLIDAYS	17
1. Holidays	17
2. Holiday Pay	18
3. Holiday Observance	18
4. Holiday During Leave	19
5. Holiday Work	19

	6. Personal Holidays	20
ARTICLE 8.	VACATION LEAVE	21
	1. Accrual	21
	2. Table of Vacation Accrual Rates	21
	3. Charging	22
	4. Vacation Times	22
	5. Termination or Death	22
ARTICLE 9.	SICK LEAVE	23
	1. Paid Sick Leave	23
	2. Use and Misuse of Leave for Sick Leave Purposes	25
	3. Fitness for Duty	30
	4. Occupational Exposure	30
	5. Other Sick Leave Provisions	30
ARTICLE 10.	OTHER LEAVES	31
	1. Leaves of Absence	31
	2. Bereavement	31
	3. Jury Duty	32
	4. Parental Leave	32
	5. Accrual of Benefits During Unpaid Leave	32
	6. Military Leave	32
ARTICLE 11.	HEALTH AND WELFARE	34
	1. Medical and Dental Insurance	34
	2. Retiree Medical Insurance	47
	3. Flexible Spending Accounts	50
	a. Medical Expenses	50
	b. Dependent Care Expenses	50
	c. Transportation Expenses	50
	4. Life Insurance	50
	5. Optional Short-Term Disability Insurance	51
	6. Long-Term Disability Insurance	51
	7. Long-Term Care	51
ARTICLE 12.	WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS	53
	1. Coverage	53
	2. Seniority	53

	3. Supplemental Benefits	53
	4. Denied Claims	54
	5. Borrowing of Sick Leave	55
	6. Benefits	55
ARTICLE 13.	DEFENSE AND INDEMNIFICATION	56
ARTICLE 14.	SENIORITY, LAYOFF AND FILLING OF VACANCIES	57
	1. Definitions	57
	2. Rules Governing Determination of Seniority	59
	3. Reassignment, Bumping and Layoff Procedures During a Reduction or Reorganization of the Workforce	61
	4. Recall Lists	67
	5. Effect of Bumping or Recall on Wages and Benefits	69
	6. Special Provisions for School Based Health Operations	70
	7. Filling of Vacancies	74
ARTICLE 15.	HOURS OF WORK	76
	1. Normal Work Day	76
	2. Work Week	76
	3. Meal and Rest Periods	76
	4. Work Schedules	77
	5. Weekend Provisions in 24-Hour Facilities	78
	6. Uniform Time Charging Provisions	78
	7. Alternative Work Schedules	79
	8. Inclement Weather, Natural Disasters, and Essential Operations	79
	9. Job Share	82
ARTICLE 16.	WAGES	83
	1. Wages	83
	2. Shift Differential	85
	3. Work in a Higher Classification	85
	4. Overtime	85
	5. Stand-By and Call-Back Pay	87
	6. Reporting Pay	88
	7. Reimbursement for Required Use of a Personal Automobile	88
	8. Parking	89
	9. Transit Subsidy	90
	10. Pay Upon Promotion	91
	11. Pay Upon Entry	91
	12. Nurse Practitioner Certification	91
	13. Lead Assignments	92

14. Retirement	92
15. Corrections Nursing Premium	93
16. Weekend Differential	93
17. Overpayments and Payments In Violation of Contract	93
18. Longevity Pay	94
19. Bilingual Pay	94
20. Preceptor Differential (Health Department)	94
21. Corrections Health Agency Nurse Orientation Differential (Health Department)	95
22. Deferred Compensation Plan	95
23. Inclement Weather Essential Assignment Compensation	95
ARTICLE 17. PERFORMANCE EVALUATION	97
ARTICLE 18. PROFESSIONAL STAFF DEVELOPMENT	99
1. Continuing Education	98
2. Unpaid Educational Leave	100
3. Tuition Reimbursement	100
4. In-Service Classes	101
5. Licensing Fees	102
ARTICLE 19. EMPLOYMENT STATUS	103
1. Extension of Initial Trial Service Period	103
2. Resignations	103
3. Terminations Interviews	103
ARTICLE 20. DISCIPLINARY ACTION	104
ARTICLE 21. SETTLEMENT OF DISPUTES	105
1. Grievance Procedure	105
2. Processing Grievances	108
3. County-Association Meetings	108
4. Filing Timelines	108
ARTICLE 22. GENERAL PROVISIONS	109
1. No Discrimination	109
2. Rules	109
3. Changes in Existing Conditions	109
4. Supremacy of Contract	109
5. Drug and Alcohol Policy and Procedure	109
6. Contract Orientation and Distribution	110
7. Safety Inspection	110

	8. Professional Nursing Care Committee	110
	9. Contract Work	111
	10. Loss of Personal Property	111
	11. Scope of Practice	111
ARTICLE 23.	SAVINGS CLAUSE AND FUNDING	112
	1. Savings Clause	112
	2. Funding	112
ARTICLE 24.	ENTIRE AGREEMENT	113
ARTICLE 25.	TERMINATION	115
	SIGNATURE PAGE	116
ADDENDUM A	SALARY SCHEDULE FOR ONA BARGAINING UNIT	117
ADDENDUM B	DRUG AND ALCOHOL POLICY	118
	1. General	118
	2. Holders of Commercial Drivers Licenses	118
	3. Alcohol and Drug Policy Work Rules and Discipline	118
	4. Testing	123
	5. Definitions	127
	LAST CHANCE AGREEMENT	129
	INDEX	132

1 **ARTICLE 2**
2 **DEFINITIONS**

3
4 **1. Continuous Service**

5 Means uninterrupted employment with Multnomah County subject to the
6 following provisions:

7 **A.** Continuous service shall include uninterrupted employment with
8 another governmental agency accomplished in accordance with and subject to ORS
9 236.610 through 236.650.

10 **B.** For purposes of determining length of service prior to July 1, 1975, an
11 interruption in employment of fourteen (14) months or less shall constitute continuous
12 service, in addition to those individually documented cases previously approved by
13 the Board of County Commissioners, the Chair, or Employee Services counsel.

14 **C.** For purposes of determining what constitutes a break in employment
15 after July 1, 1975 continuous service is terminated by voluntary termination,
16 involuntary termination due to expiration of a layoff list, or discharge for cause.

17 **2. Countywide Seniority**

18 The period of an employee's continuous service with Multnomah County, as
19 calculated in accordance with Article 14, Section 2.B.

20 **3. Essential Employee**

21 An employee who has been designated as "essential" and is required to report
22 for duty regardless of facility closure or curtailment of some or all County operations
23 in accordance with the provisions of Article 15, Section 8.

24 **4. Full-Time Employee**

25 An employee regularly scheduled to work thirty-two (32) or more hours per
26 week if on an eight (8) hour per day schedule; or an employee regularly scheduled to
27 work thirty (30) or more hours per week if on a ten (10) hour per day schedule.

28 **5. Full-Time Equivalency (FTE):**

29 The number of hours that:

1 **A.** an employee in Corrections Health is regularly scheduled to work
2 during their fourteen (14) consecutive day FLSA period, averaged per week, and
3 then divided by forty (40), or

4 **B.** an employee in all other programs/clinics is regularly scheduled to work
5 during two (2) consecutive FLSA workweeks, averaged per week, and then divided
6 by forty (40).

7 For example, the FTE for an employee regularly scheduled to work an
8 average of forty (40) hours over two (2) consecutive FLSA workweeks is 1.00; for an
9 employee regularly scheduled to work an average of twenty (20) hours over two (2)
10 consecutive FLSA workweeks is .50.

11 **6. Initial Trial Service Employee**

12 An employee serving a six (6) month period of initial trial service to determine
13 the employee's suitability for continued employment, such period to begin on the date
14 of the employee's appointment from a certified eligible list. During the period of initial
15 trial service, the employee may be dismissed without recourse to the grievance
16 procedure if, in the opinion of the employee's supervisor, the employee's continued
17 service would not be in the best interest of the County. A dismissed employee shall
18 be afforded, upon request, an opportunity to discuss their dismissal with the
19 Department Director or the Department Director's designee(s).

20 If an initial trial service employee is granted a transfer to another division
21 within the Health Department, the employee may be subject to an additional six (6)
22 month initial trial service period.

23 **7. Job Class Seniority**

24 The total length of accumulated service with the affected job classification for
25 purposes of shift and vacation bidding, and lateral transfers within the classification.
26 Seniority is calculated in accordance with Article 14, Section 2.B.

27 **8. Job Sharing**

28 Job sharing position means a full-time position that is held by two (2)
29 employees on a shared basis, thus each employee works .5 FTE.

30 **9. Limited Duration Appointment**

1 **A.** Limited duration appointments may be made for special studies or
2 projects of uncertain or limited duration, which are subject to the continuation of a
3 grant (excluding grants for currently on-going programs like Early Childhood
4 Services, etc.), contract, award or special funding (special funding is defined as
5 funding that is designated as limited in duration with the possibility of no continuation
6 beyond a budget cycle). Such appointments shall be for a stated period not
7 exceeding two (2) years but may expire earlier. Limited duration employees shall be
8 scheduled on a full-time or part-time basis and receive benefits and union
9 representation per this agreement.

10 **B.** A newly hired employee in a limited duration position is excluded from
11 layoff rights since the employee's appointment from the outset is determined to be
12 time, task and work unit limited. Newly hired employees appointed under this section
13 will only accrue seniority pursuant to Article 14, Section 2.B.7.

14 **C.** A regular employee appointed to a limited duration appointment shall
15 be reinstated to a position in the employee's former classification for purposes of
16 layoff or when the limited duration appointment ends. Regular status employees will
17 continue to accrue seniority as if in their regular assignment. Limited duration
18 appointments shall be made only with the agreement between the Association and
19 Labor Relations.

20 **10. Managerial Employee**

21 Means a person who formulates policy or has a major role in the
22 administration of policy; provided that such role is not of a routine or clerical nature
23 and requires the exercise of independent judgment.

24 **11. On-Call Employee**

25 An individual hired to perform sick, vacation, or variable load relief work on a
26 sporadic basis when, in the County's judgment, no other form of appointment is
27 practicable.

28 **12. Part-Time Employee**

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

31 **13. Regular Employee**

1 The status a classified employee acquires after successful completion of the
2 initial trial service period for the particular position to which the employee was
3 appointed. A classified employee is an employee in County service who is not in a
4 temporary or on-call position.

5 **14. Supervisory Employee**

6 An employee having authority in the interest of the employer to hire, transfer,
7 suspend, layoff, recall, promote, discharge, assign, reward, or discipline other
8 employees, or having responsibility to direct them, or to adjust their grievances, or
9 effectively to recommend such action, if in connection therewith, the exercise of such
10 authority is not of a merely routine or clerical nature, but requires the use of
11 independent judgement.

12 **15. Temporary Employee**

13 A non-regular employee. The County agrees to notify the Association when
14 any temporary employee has worked three (3) months.

ARTICLE 3
RECOGNITION

1
2
3
4 **1. Unit Definition**

5 The County recognizes the Association as the sole and exclusive bargaining
6 agent for the purpose of establishing wages, hours, and other conditions of
7 employment. The bargaining unit shall be defined as including all full-time, part-time,
8 and on-call Licensed Community Practical Nurses, Community Health Nurses,
9 Physician Assistants and Nurse Practitioners whose names appear on the payroll of
10 Multnomah County, specifically excluding:

- 11 **A.** Supervisory employees,
12 **B.** Managerial employees,
13 **C.** Employees regularly scheduled to work less than twenty (20) hours per
14 week, except as provided in Section 3 of this Article.

15 The classifications covered by this Agreement are listed in Addendum A
16 attached hereto and made a part hereof.

17 **2. Initial Trial Service Employees**

18 Initial trial service employees shall be entitled to all contractual benefits except
19 as specifically provided otherwise in this Agreement.

20 **3. On-Call and Temporary Employees**

21 **A. Pay upon Entry**

22 An on-call employee shall be credited for past work experience, clinical
23 expertise, or advanced education, and hired at a wage higher than step one (1) in the
24 job classification upon request by the appointing authority with approval of the
25 Department's Human Resources Manager. Successful applicants will at the time of
26 hire be given a copy of the department's policy concerning step placement and a
27 copy of the worksheet used by the hiring manager to determine the applicant's entry
28 step. A copy of the worksheet will be placed in the employee's personnel file.

29 **B. Step Increases**

30 On-call employees shall be eligible for a step increase upon completion
31 of two-thousand-eighty-eight (2,088) hours of employment and satisfactory

1 performance evaluation. Step increases shall continue to be granted based on each
2 additional two-thousand--eighty-eight (2,088) hours of satisfactory employment.
3 Former employees hired for on-call positions shall be placed at the same Step at
4 which they were last employed.

5 **C. Contractual Benefits**

6 On-call and temporary employees shall be entitled to only the following
7 contractual benefits:

8 1. Payment at the minimum of Step 1 for the classification to which
9 the employee is hired,

10 2. Shift differential (Article 16.2),

11 3. A differential in lieu of benefits in the amount of two dollars
12 (\$2.00) per hour.

13 4. Overtime (Article 16.4), except that on-call nurses who work in
14 excess of eight (8) hours on a shift in a facility for which nurses are under the
15 supervision of corrections nursing shall be paid at the overtime rate of one and one-
16 half (1 ½) the regular straight-time rate for such excess hours, but overtime pay shall
17 not be paid twice to such employee for the same hours; and

18 5. Holiday compensation at one and one half (1 1/2) times the
19 normal hourly wage for the following holidays:

20 a. New Year's Day;

21 b. 4th of July;

22 c. Thanksgiving; and

23 d. Christmas Day

24 6. No discrimination (Article 22.1);

25 7. Corrections Premium (Article 16.15);

26 8. Weekend differential (Article 16.16) applicable only when
27 employees are assigned to one of the correctional facilities;

28 9. A reason for no longer being utilized as an on-call nurse when
29 the County stops utilizing any on-call nurse provided that the nurse asks for the
30 reason.

1 **10.** Settlement of Disputes (Article 21), strictly limited, however, to
2 enforcement of Article 3., Section 3.A. (1 - 9), of this Agreement.

3 Use of the term "employee" elsewhere in this Agreement will specifically
4 exclude on-call and temporary nurses.

5 **D. Reporting**

6 The Association may request periodic reporting by the Health
7 Department relating to patterns of use and compensation of temporary, part-time
8 (less than twenty (20) hours per week) and on-call employees. The parties further
9 agree that the County shall make every effort to employ permanent full and part-time
10 employees over on-call and temporary employees, pursuant to Article 14.7.B.

11 **4. New Non-Bargaining Unit Positions Requiring Nursing License**

12 The County will provide the Association with written notice of new non-
13 bargaining unit position job titles or codes, and the new position description, for which
14 a nursing license is required. Such notice will be given at least fourteen (14) days
15 before the new position is posted.

ARTICLE 4
MANAGEMENT RIGHTS

1
2
3
4
5
6
7
8
9
10
11
12

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, to determine staffing, work schedules, to establish standards for work performance expectations, and assign work and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement or general law, are not subject to the grievance procedure.

ARTICLE 5

ASSOCIATION SECURITY, CHECK-OFF, AND BUSINESS

1. Association Security and Check-Off

A. Deduction of Association Dues

All employees covered under the terms of this Agreement may voluntarily join the Association as a member.

B. Amount Deducted Each Payroll Period

The County agrees to deduct once each month from the pay of employees covered by this Agreement the Association membership dues, fees, costs, charges, and/or regular assessments of those Association members who individually authorize such deductions in writing. Such authorization shall be terminable upon such notice as is specified in the authorization.

C. Authorization and Certification of Dues

The member's authorization to deduct membership dues, fees, costs, charges, and/or regular assessments, and amounts to be deducted shall be certified by the Association in writing to the County, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Association by the first day of the succeeding month after such deductions are made.

D. Maintenance of Membership

1. Employees who are current members of the Association at the signing of this agreement or who sign an Association membership card subsequent to the signing of this agreement shall maintain their Association membership and pay the amount of dues certified by Oregon Nurses Association for the duration of the collective bargaining agreement. There shall be a five (5) day window period each year during which the employee may drop their membership without penalty and stop paying dues. The five (5) day window periods shall commence on the anniversary date of the signing of the contract.

2. The Association agrees that it will indemnify, defend and hold the County harmless from all suits, actions, proceedings or claims against the County or persons acting on behalf of the County, whether for damages, compensation,

1 reinstatement, or any combination thereof, arising out of application of "Section 1.D."
2 of this Article. In the event any decision is rendered by the highest court having
3 jurisdiction that any portion of this section is invalid and/or that reimbursements must
4 be made to any employees affected, the Association shall be solely responsible for
5 such reimbursements.

6 **E. Monthly Listing of New and Terminated Employees**

7 1. Within thirty (30) days after the execution of this Agreement and
8 monthly thereafter for the term of this Agreement, the County shall provide the
9 Association electronically with a master listing of all Bargaining Unit Employees who
10 are subject to the provisions of this Agreement. Such listing shall contain the names
11 of the employees, along with their job classifications, work locations for full-time and
12 part-time employees, home addresses, home phone number, SAP number, and
13 dates of employment.

14 2. Each month subsequent to the establishment of the master list,
15 the County shall forward to the Association electronically the names, job
16 classifications, work locations for full-time and part-time employees, home addresses,
17 dates of employment, and SAP number of all new employees covered by this
18 Agreement and of all employees who terminated from the bargaining unit during the
19 month.

20 3. The Association shall advise the Chief Human Resources Officer
21 of the address to which the listings are to be sent.

22 **2. Union Representation**

23 **A. Contract Negotiations**

24 1. The Association's Negotiating Team shall consist of not more
25 than ten (10) members, nine (9) of whom may be employees. Six (6) County
26 employees participating in such negotiations will be allowed to do so without loss of
27 pay.

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

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

6 **4.** Prior to negotiations, representatives of the County's and
7 Association's negotiating teams will jointly establish other necessary general
8 negotiating ground rules.

9 **B. Nurse Employment Relations Committee**

10 **1.** To promote harmonious relations and aid internal
11 communications, the parties will maintain the Nurse Employment Relations
12 Committee ("NERC").

13 **2.** The County's NERC members will be the Health Department
14 Director (or designee) and a representative from the County's Labor Relations Unit.
15 The Association shall designate four (4) employee members who will be released
16 from duty to serve on the NERC without loss of pay.

17 **3.** If the meeting is held at a time outside of the member's regularly
18 scheduled hours of work, the member shall be permitted to flex the member's regular
19 schedule within the FLSA workweek to compensate. The member and the member's
20 supervisor shall confer in advance of the meeting to determine a mutually agreeable
21 flex schedule to achieve this purpose.

22 **4.** In selecting members, the Association will select no more than
23 one (1) employee from a particular organizational unit, at a time and take into
24 account such other considerations as are necessary to prevent disruption of
25 operations. The Association may also designate its business representative to serve
26 as a fifth (5th) member, if it desires.

27 **5.** Either party may sponsor additional attendees at a particular
28 meeting of the NERC after conferring with the Labor Relations Unit representative
29 and ONA Labor Relations Representative; PROVIDED, that the release of additional
30 employee attendees must be approved by the employee's immediate supervisor.

1 6. The NERC will establish regular quarterly meeting during normal
2 working hours and will schedule such meetings insofar as practice to avoid
3 disruptions and interruptions of work.

4 7. The Committee may discuss any matter pertinent to maintain
5 good employer-employee relations. Each party will attempt to give the other
6 reasonable advance notice, insofar as practical, of the agenda items it wishes to
7 discuss at the next meeting.

8 **C. Visits by Association Representatives**

9 The County agrees that accredited representatives of the Oregon
10 Nurses Association, upon advance notice to the Department of Human Resources
11 Manager and with reasonable and proper introduction at the job site, shall have
12 access to the premises of the County at any time during working hours to conduct
13 Association business. The Association agrees that such visits will cause no
14 disruptions or interruptions of work. The County will make a meeting area available
15 with prior notice.

16 **D. Bulletin Boards**

17 The County agrees to furnish and maintain suitable bulletin boards in
18 convenient places in each work area to be used by the Association. The Association
19 shall limit its posting of notices and bulletins to such bulletin boards. All posting of
20 notices and bulletin by the Association shall be effectual in nature and shall be
21 signed and dated by the individual doing the posting.

22 **E. Association Business Leave**

23 There are three forms of Association Business Leave.

24 1. **Joint Function Business Leave (County Paid Time)**

25 Association Business Leave that is considered County Paid Time
26 includes functions that are considered County/Association joint functions such as;
27 table negotiations; committees that are joint County/Association committees such as
28 labor/management committees, Benefits Committee, Compensation Committee;
29 duties as a Steward as defined as in this agreement and such other Joint Function
30 Business Leave (County Paid Time) that are mutually agreed between the parties.

1 County employees participating in such activities will be allowed to do so without loss
2 of pay.

3 **2. Association Only Business Leave (Association Reimbursable**
4 **Time)**

5 **a.** Any bargaining unit member selected by the Association
6 to participate in other Association-related activity shall be considered on Association
7 Only Business Leave (Association Reimbursable Time) status and shall be granted
8 such paid leave, subject to ordinary leave request approval, without loss of pay.

9 **b.** Association Only Business Leave (Association
10 Reimbursable Time) addressed in this section would pertain to such activities as:
11 contract administration; time to cover for staff replacement; time to attend training
12 conferences such as steward/arbitration/grievance training; and time off to prepare
13 for negotiations.

14 **c.** Written requests of such time away from work shall be
15 given to the affected employee's immediate supervisor ten (10) working days in
16 advance and shall be approved subject to County operational and business needs.
17 The Association will make every effort to avoid disruptions of work.

18 **d.** The Association agrees to reimburse the County one-
19 hundred percent (100%) of the affected employee's salary and fringe benefits
20 (including pro-rata cost of workers' compensation premiums, but excluding indirect
21 administration or overhead charges) for straight time spent on Association activities
22 conducted during regularly scheduled working hours. The County shall submit a
23 monthly statement to the Association itemizing the amount of the Association's
24 reimbursement obligation, and the Association will reimburse the County within thirty
25 (30) days of receipt of the monthly Association Only Business Leave (Association
26 Reimbursable Time) statement.

27 **e.** If the County incurs liability arising from the activities of a
28 member engaged in Association Only Business Leave (Association Reimbursable
29 Time) during such reimbursed time, the Association agrees to reimburse the County
30 for losses caused by such activities, to the extent that such losses are attributable to
31 the acts of the employee receiving continued compensation pursuant to this section.

1 In the event of a dispute over the causation or amount of loss attributable to the
2 actions of Association agents, the parties agree to arbitrate such dispute under
3 Article 21.1.F, Step V, unless such arbitration is inconsistent with the provisions of
4 any applicable third-party insurance indemnification agreement, or unless binding
5 arbitration might jeopardize the availability of coverage by a third-party insurer.

6 **3. Association Business (Unpaid) Leave**

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

13 **4. Association Business Leave - Employment Status**

14 Employees in Joint Function Business Leave (County Paid Time)
15 and Association Only Business Leave (Association Reimbursable Time) shall be
16 treated as in paid leave status regarding accrual of benefits such as vacation, sick
17 leave, Health and Welfare, pension or any other benefit granted employees in paid
18 leave status.

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

ARTICLE 6

NO STRIKE AND NO LOCKOUT

1
2
3
4 No employee covered by this Agreement shall engage in any work stoppage,
5 slowdown, picketing, or strike at any County facility or place where County functions
6 are performed during the life and duration of this Agreement. If any such work
7 stoppage, slowdown, picketing, or strike shall take place, the Association will
8 immediately notify such employees so engaging in such activities to cease and
9 desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or
10 strike is in violation of this contract. Employees in the bargaining unit, while acting in
11 the course of their employment, shall not refuse to cross any picket line established
12 by any labor organization when called upon to cross such picket line in the line of
13 duty. Any employee engaging in any activity in violation of this Article may be subject
14 to disciplinary action or discharge. In the event that an ONA bargaining unit that does
15 business with Multnomah County goes out on strike, the parties will meet and confer
16 on ways to get County business done without having ONA represented County
17 nurses having to cross the picket line.

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

ARTICLE 7
HOLIDAYS

1. Holidays

A. Recognized and Observed Holidays

The following days shall be recognized and observed as paid holidays, or any day declared by the Governor or the President of the United States for all employees in the public and private sectors:

1. New Year's Day (January 1st)
2. Rev Dr. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
3. Presidents Day (3rd Monday in February)
4. Memorial Day (last Monday in May)
5. Independence Day (July 4th)
6. Labor Day (1st Monday in September)
7. Veterans' Day (November 11th)
8. Thanksgiving Day (4th Thursday in November)
9. Christmas Day (December 25th), or with approval of the

supervisor, this day may be traded for any other cultural or religious holiday during the fiscal year, provided the employee uses paid leave for, or works on December 25.

The provisions governing use of personal holidays in Section 6.B will apply.

10. One (1) Personal Holiday. Employees covered by this Agreement shall be eligible after six (6) months of employment for a Personal Holiday (one (1) day) subject to the same terms and limitations of a personal holiday under Section 6 below. Thereafter, employees shall be credited with one Personal Holiday each fiscal year.

11. Eight (8) hours of flexible holiday time for any cultural or religious holiday during the fiscal year, provided the employee gives two (2) weeks' notice and has the consent of the employee's supervisor. If the supervisor determines that holiday usage/requested is impractical, the employee will be credited with eight (8) hours of personal holiday time, per Section 6 below.

1 **B.** Part-time employees shall be entitled to leave on observed holidays,
2 provided, however, that the amount of the leave shall not exceed the fraction of a
3 full-time position which is normally worked by the employee, e.g., a half-time (1/2)
4 employee shall have no more than four (4) hours of holiday leave. If the length of the
5 employee's shift on the observed holiday would exceed the fraction of a shift to which
6 the employee is entitled, and the County operation to which the employee is
7 assigned is closed for business on that date, the difference between the holiday
8 leave granted and the length of the normal shift shall be charged against accrued
9 and available vacation leave or leave without pay at the employee's option.

10 **2. Holiday Pay**

11 Full-time employees shall receive one (1) day's pay for each of the holidays
12 listed above on which they perform no work. Part-time employees shall receive such
13 pay only if eligible under Section 1.B. To be eligible for holiday pay, employees must
14 be in pay status both on the day before and on the day after the observed holiday;
15 except that Nurses assigned to school-based health clinics who are on unpaid leaves
16 of absence during clinic closure for the Winter break, will still receive holiday pay for
17 the Christmas and New Year holidays, and the four (4) hour holiday on either
18 Christmas Eve or New Year's Eve.

19 **3. Holiday Observance**

20 **A. Five Day Work Week**

21 1. If the holiday falls on an employee's first scheduled day off, the
22 preceding work day will be observed as that employee's holiday.

23 2. If the holiday falls on an employee's second scheduled day off,
24 the following day will be observed as that employee's holiday.

25 **B. Four Day Work Week**

26 1. If a holiday falls on an employee's first or second scheduled day
27 off, the preceding work day will be observed as that employee's holiday, or the
28 employee may choose to bank the holiday leave hours.

29 2. If a holiday falls on an employee's third scheduled day off, the
30 following workday will be observed as that employee's holiday, or the employee may
31 choose to bank the holiday leave hours.

1 **3.** If a holiday falls on the employee's first, second or third day off,
2 the employee and immediate supervisor can mutually agree upon the day that will be
3 observed as that employee's holiday or the employee may choose to bank the
4 holiday leave hours.

5 **4.** Holidays accumulated in this manner must be utilized by June
6 30th of each year. Those banked holidays not utilized will be paid to the employee at
7 the employee's base rate.

8 **C. Irregular Scheduling**

9 If the employee is not scheduled for a four (4) or five (5) day week,
10 holiday observance shall be at the discretion of the supervisor after consulting with
11 the employee.

12 **D. Twenty-four-hour Operations**

13 In twenty-four (24) hour operations, nine (9) specific holiday dates cited
14 in Section 1.A. holidays shall be observed on the dates listed and employees shall be
15 paid for the holiday day for which the majority of hours are worked. If an employee is
16 scheduled off duty on a "specific holiday", the employee shall have the option of
17 either taking the day off with pay or to take the day off without pay and schedule
18 another day off with pay within one hundred twenty (120) days following the holiday.
19 Such alternate day off shall be by mutual agreement between the employee and the
20 County.

21 **4. Holiday during Leave**

22 If a full-time employee or a part-time employee eligible under Section 1.B. is
23 on authorized leave with pay when a holiday occurs, such holiday shall not be
24 charged against such leave.

25 **5. Holiday Work**

26 If a part-time or full-time employee works on any of the holidays listed above,
27 the employee shall in addition to the employee's holiday pay be paid for all hours
28 worked at the rate of time and one-half (1-1/2) the employee's regular rate of pay, or
29 may elect, in lieu of holiday pay to receive another day off with pay on a date
30 mutually agreeable between the employer and the employee. Holidays accumulated
31 in this manner must be utilized by June 30th of each year, except Memorial Day

1 Holiday, which can be carried over to the following fiscal year. Those holidays not
2 utilized will be paid to the employee at the employee's base rate.

3 **6. Personal Holidays**

4 **A. Accrual**

5 Personal holidays may be accrued in lieu of:

6 1. Eight (8) hours of flexible holiday time as provided in Section 1.A
7 above;

8 2. The Personal Holiday provided in Section 1.A above;

9 3. A holiday which an employee takes as a regular unpaid day off
10 as provided in Section 3.D, "Twenty-four-(24) hour Operations" above;

11 4. A holiday on which an employee works as provided in Section 5,
12 "Holiday Work," above.

13 **B. Other Applications**

14 The provisions of Section 6.C below on the use of personal holidays will
15 also apply to a religious holiday taken in lieu of Christmas as provided in Section 1.A.
16 above;

17 **C. Use of Personal Holidays**

18 A personal holiday shall be a day off available at the discretion of the
19 employee with the consent of the employer. Personal Holiday time will be charged in
20 accordance with the uniform time charging provisions of Article 15.6.

21 No compensation shall be paid for personal holidays not taken. All personal
22 holidays must be used by the end of each fiscal year (June 30th).

ARTICLE 8
VACATION LEAVE

1. Accrual

Each regular employee shall accrue vacation leave from the first day of regular employment. Vacation leave shall be accrued in accordance with the accrual rates shown in Column 2 of the "Table of Vacation Accrual Rates" in "Section II" below, and accrual balances shall be shown on the employee's check stub.

2. Table of Vacation Accrual Rates

1. <u>Years of Service</u>	2. <u>Hours Accrued Per Pay Period</u>	3. <u>Hours (Weeks) Accrued Per Year by Full Time Employees</u>	4. <u>Maximum Hours Accruable</u>
Less than 2	4.67	112 (2.8 wks.)	224
2 to 5	5.0	120 (3.0 wks.)	248
5 to 10	6.0	144 (3.6 wks.)	280
10 to 15	7.33	176 (4.4 wks.)	352
15 or more	9.0	216 (5.4 wks.)	432

A. Accrual rates in Column 2 apply only to straight time hours worked or hours of paid leave. Employees who are not in pay status do not accrue vacation leave. Vacation accrual rates for employees who are not classified as full time employees will be pro-rated on an hourly accrual basis for hours worked during the pay period.

B. Years of service indicated in Column 1 are continuous County service years as defined in Article 14, Section 2.

1 **C.** The figures in Columns 2 and 4 are approximations based on the
2 accrual rates shown in Column 2.

3 **3. Charging**

4 Vacation leave shall be charged in increments in accordance with the uniform
5 time charging provisions of Article 15.

6 **4. Vacation Times**

7 Employees shall be permitted to choose either a split or entire vacation.
8 Vacation times shall be scheduled by the County, based primarily on the needs of
9 efficient operations and the availability of vacation relief. Employees shall have the
10 right to determine vacation times, but in any case vacation times shall be selected on
11 the basis of seniority; however, each employee will be permitted to exercise his or
12 her right of seniority only once during the life of this Agreement.

13 Once an employee's vacation request has been granted, it shall not be
14 cancelled except in emergency situations, unless agreed to by the employee and the
15 County. Emergency is defined as an unexpected situation or sudden occurrence of a
16 serious and urgent nature that demands immediate action.

17 **5. Termination or Death**

18 Unused vacation leave shall be paid to the employee at his or her regular rate
19 of pay at the time of separation from service. In the event of an employee's death,
20 unused vacation leave shall be paid to the employee's heirs at his or her regular rate
21 of pay.

1 to contagious disease; or

2 d. Medical, dental, and employee assistance program
3 appointments; or

4 e. Any qualified purpose allowed under Oregon's domestic
5 violence, harassment, sexual assault or stalking law; or

6 f. In the event of public health emergency, including upon
7 an order of a general or specific public health emergency.

8 **3. Parental leave**

9 Sick leave may be used by employees during Parental Leave as
10 defined by FMLA and/or OFLA, except that the amount of leave taken by the other
11 parent of the employee's child will not affect the amount of Parental Leave available
12 to the employee.

13 **4. Occupationally related conditions**

14 Use of sick leave for occupationally related conditions is limited
15 to the provisions of Article 12, Workers Compensation.

16 **B. Accrual**

17 1. Employees shall accrue sick leave at the rate of .0461 hours for
18 each straight time hour worked or on paid leave. Straight time hours worked includes
19 paid holidays and leaves with pay taken during the workweek.

20 2. Sick leave may be accrued on an unlimited basis.

21 **C. Reporting of Sick Leave**

22 1. An employee who must be absent for any reason listed in
23 Section 1.A. of this article must follow the call-in procedures for their program/clinic
24 (i.e. notify the supervisor on duty or the supervisor's designee(s), leave a message
25 on the designated call-in phone number, etc.) at least three (3) hours for employees
26 in Corrections Health and one (1) hour for employees in all other programs/clinics,
27 before the beginning of their shift, that they will be out office, so that coverage
28 options can be identified.

29 2. Employees who fail to report may be subject to discipline and
30 result in loss of pay for the work time missed.

31 3. The provisions of this section do not apply if the employee is

1 unable to follow the call-in procedures for their program/clinic, due to incapacitation
2 or is on an approved leave of absence.

3 **D. Use of Sick Leave During Leave**

4 Sick leave may not be used during the term of any unpaid leave of
5 absence. Sick leave may not be used during vacation except when the employee
6 notifies the supervisor of the interruption of the employee's scheduled vacation and
7 presents reasonable evidence of a bona fide illness or injury upon returning to work.

8 **2. Use and Misuse of Leave for Sick Leave Purposes**

9 **A. Counting Against FMLA, OFLA Entitlements**

10 Sick leave and any other forms of paid or unpaid leave used for FMLA
11 and/or OFLA qualifying conditions, or absence due to a deferred or approved
12 Workers Compensation claim based on such conditions, will be counted against an
13 employee's annual FMLA and/or OFLA leave entitlements.

14 **B. Legitimate Use**

15 Protected sick time is limited to the first forty (40) hours of sick time
16 taken by an employee each calendar year. Sick leave taken in excess of forty (40)
17 hours each calendar year is not considered protected sick time. Reliable and
18 consistent attendance is an expectation of all county employees. Employees must
19 only use sick leave for legitimate purposes as defined in Section 1.A. of this article.

20 **1. Verification of use**

21 **a.** Pursuant to Multnomah County policy, Management must
22 require the completion of a certification form by the employee's health care provider
23 and any other verifications required for under the provisions of the FMLA, OFLA, or
24 their successors.

25 **b.** The County may require an employee to submit written
26 medical verification from a health care provider due to non-FMLA and non-OFLA
27 covered illness or injury under the following conditions:

28 **i.** The employee has been absent for more than three
29 (3) consecutive works days; or

30 **ii.** The employee has requested leave that is
31 scheduled to last more than three (3) scheduled work days; or

- 1 iii. The employee has exhausted all sick leave; or
- 2 iv. The employee commences sick time without
- 3 providing prior notice required by the County, unless medical circumstances prevent
- 4 the employee from providing notice prior to commencing sick time and the employee
- 5 provides notice to the County as soon as is practicable; or
- 6 v. When the employee has exceeded the amount of
- 7 sick leave protected under the Oregon Sick Leave Law and has had five (5) or more
- 8 events with less than twenty-four (24) hours' notice in a six (6) month period; or
- 9 vi. Management suspects that an employee is abusing
- 10 sick time, including engaging in a pattern of sick leave abuse. "Pattern of sick leave
- 11 abuse" includes, but is not limited to, repeated use of unscheduled sick time on or
- 12 adjacent to weekends, holidays, vacation days, or paydays. After an employee has
- 13 exceeded the amount of sick leave protected under the Oregon Sick Leave Law, an
- 14 employee may be required to submit written medical verification when management
- 15 reasonably believes that the absence may not be bona fide.

16 If medical verification is requested, the County will pay any and

17 all reasonable costs, including lost wages, associated with obtaining medical

18 verification that are not covered under the employee's health benefit plan in which

19 the employee is enrolled.

20 2. **Discipline**

21 Subject to the limitations of law, including but not limited to those

22 of the FMLA, discipline may be imposed under the following conditions:

23 a. **Abuse of sick leave**

24 Misuse of leave, violation of orders, directives, or

25 contractual requirements concerning the use of sick leave and other forms of leave

26 used in lieu of sick leave are cause for disciplinary action.

27 b. **Use of accrued sick leave**

28 i. Use of accrued sick leave, without abuse of such

29 leave, will not be cause for discipline.

30 ii. When the intermittent use of accrued sick leave or

31 other paid or unpaid leave used in lieu of sick leave interferes significantly with an

1 employee's ability to perform the duties of the employee's job, management may do
2 the following (subject to the requirements of law, including, but not limited to, the
3 FMLA and the Oregon Sick Leave Law):

4 (a) Require the employee to take continuous
5 leave; or

6 (b) Change the employee's work assignment for
7 six (6) months or until use of intermittent leave ends, whichever comes sooner.

8 **c. Excessive absenteeism**

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

14 i. Any legal requirements, including, but not limited to
15 those of the FMLA, OFLA, Oregon Sick Leave Law or the ADA;

16 ii. The tenure and work history of the employee,
17 specifically to include whether there have been previous instances of this pattern of
18 absenteeism;

19 iii. Whether there is a likelihood of improvement within
20 a reasonable period of time based on credible medical evidence;

21 iv. The particular attendance requirements of the
22 employee's job;

23 v. The pattern of use, and whether the absences are
24 clearly for bona fide sick leave purposes.

25 **C. Sequencing of Leaves**

26 The use of vacation leave, saved holiday time, compensatory time, and
27 leave without pay is subject to approval by management according to the
28 requirements of Articles 7, 8, 10, and 16, respectively. However, unless otherwise
29 required by law, forms of leave shall be used and exhausted in the following
30 sequences:

1 1. Leave for illness or injury, that does not qualify for FMLA will be
2 taken in the following order:

3 a. Sick leave until it is exhausted;

4 b. Vacation leave, saved holiday time, or compensatory
5 time, sequenced at the employee's option, until they are exhausted;

6 c. Leave without pay.

7 2. Leave that qualifies under FMLA will be taken in the following
8 order:

9 a. Paid leave, excluding compensatory time, until it is
10 exhausted; employees will determine what order paid leave is used;

11 3. Leave for other purposes will be taken in the following order:

12 a. Vacation leave, saved holiday time, or compensatory
13 time, sequenced at the employee's option (to the extent allowed by vacation sign-up
14 provisions) until they are exhausted;

15 b. Leave without pay

16 **D. Reinstatement of Sick Leave Accruals**

17 1. Any employee who leaves County employment and is
18 subsequently re-employed as a regular status employee within one hundred eighty
19 (180) days is entitled to credit for all sick leave accrued up to the last day of prior
20 employment. Sick leave shall not accrue during the period between leaving County
21 employment and re-employment.

22 2. Any employee who leaves County employment and is
23 subsequently re-employed as a temporary status employee within one hundred eighty
24 (180) days is entitled to credit for sick leave accrued up to the last day of prior
25 employment up to a maximum of eighty (80) hours. Sick leave shall not accrue during
26 the period between leaving County employment and re-employment.

27 3. Any employee who is re-employed after more than one hundred
28 eighty (180) days is not entitled to credit for sick leave that accrued during prior
29 County service. Sick leave will begin accruing anew in accordance with Section 1.B.
30 of this article.

1 4. Employees who are laid off and recalled from a recall list, will
2 have their sick leave balance restored at the time they are recalled.

3 5. Employees who retire from County service under PERS full
4 formula or formula plus annuity and are subsequently re-employed by the County will
5 not be entitled to credit for sick leave accrued during prior County service. Sick leave
6 will begin accruing anew in accordance with Section 1.B. of this article.

7 6. Employees who retire under PERS money match or OPSRP who
8 are subsequently re-employed by the County within one hundred eighty (180) days of
9 their retirement date will be entitled to credit for all sick leave accrued up to the last
10 day of prior employment. Sick leave shall not accrue during the period between
11 leaving County employment and re-employment.

12 **E. Limitations on the Use of Leave Without Pay in Lieu of Sick Leave**

13 Use of leave without pay in lieu of sick leave for non-FMLA and non-
14 OFLA qualifying conditions is subject to the approval of management and further
15 subject to the following provisions:

16 1. **Continuous leave**

17 In the event of a continuous leave of absence without pay in
18 excess of any legal requirement of the FMLA or OFLA, the County may require from
19 the employee's physician, and/or arrange for the employee to see a physician
20 selected by the County to examine the employee and provide a statement of the
21 disability, current condition, and the anticipated length of current absence. If the
22 County requires the employee to see a physician it has selected, it will pay the costs.
23 If deemed necessary by the County, such an examination shall be repeated every
24 thirty days. If management determines that continued leave would not be in the best
25 interest of the County, then any resulting termination would be subject to review
26 under the just cause standard as to the reasonableness of this determination.
27 Following six months of leave without pay, to include time spent on unpaid FMLA
28 and/or OFLA leave, any extension of the leave shall be deemed permissive on the
29 part of the County and if the employee's leave is not extended, and the employee
30 does not return to work, the employee will be deemed to have resigned.

31 2. **Intermittent Leave**

1 Intermittent leave without pay used in lieu of sick leave is not
2 subject to the six-month entitlement provided for above. When such leave
3 significantly affects an employee's job performance and is not subject to the
4 requirements of law (including but not limited to the FMLA), management may
5 evaluate the employee's use of leave according to the criteria of "Section B.2.c"
6 above. Medical information as provided for in "Section D.1" above may be required
7 for the evaluation. After completing the evaluation management may do one of the
8 following:

9 a. Approve a similar pattern of intermittent use of unpaid
10 leave for a specified period followed by another evaluation; or

11 b. Put the employee on a work plan to manage the use of
12 leave without pay, followed by disciplinary action if the plan is not successfully
13 completed; or

14 c. Proceed with the disciplinary process.

15 **3. Fitness for Duty**

16 The parties recognize that employees have the responsibility to report to work
17 fit for duty. To ensure such fitness, management may send employees for medical or
18 psychological examination when the supervisor reasonably believes that the
19 employee is not fit for duty or may be a danger to themselves or others. Any such
20 examinations will be at County expense.

21 **4. Occupational Exposure**

22 Due to the occupational exposure to communicable disease, new employees
23 shall be allowed to use up to five (5) days of their first year's sick leave immediately
24 upon employment. If the employee terminates prior to accruing adequate sick leave
25 to cover that used, the County shall deduct from the final settlement check one (1)
26 hour's gross pay for each hour of sick leave used beyond that earned.

27 **5. Other Sick Leave Provisions**

28 Sick leave shall be charged in one-quarter hour increments in accordance with
29 the uniform time charging provisions of Article 15.6.

1 **ARTICLE 10**
2 **OTHER LEAVES**

3
4 **1. Leaves of Absence**

5 Consistent with the needs of the County and unless otherwise stated, leaves
6 of absence without pay may be granted for a limited period of time for any reasonable
7 purpose not to exceed six (6) months, and such leaves may be renewed or extended
8 for any reasonable period of up to one (1) year.

9 Any employee who has been granted a leave of absence and who for any
10 reason other than through no fault of the employee fails to return to work within five
11 (5) days after the expiration of said leave of absence shall be considered as having
12 voluntarily resigned their position with the County, and the employee's position shall
13 thereupon be declared vacated, except and unless the employee prior to the
14 expiration of the leave of absence has made application for and has been granted an
15 extension of said leave.

16 **2. Bereavement**

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

26 For purposes of Bereavement Leave, an employee's immediate family shall be
27 defined as the employee's spouse or domestic partner or the employee's spouse or
28 domestic partner's:

29 **A:** parents

30 **B:** step-parents

31 **C:** children

- 1 **D:** step-children
- 2 **E:** siblings
- 3 **F:** step-siblings
- 4 **G:** grandchildren
- 5 **H:** grandparents
- 6 **I:** brothers-in-law
- 7 **J:** sisters-in-law

8 Immediate household shall be defined as any person residing at the
9 employee's residence on a regular basis, such as a roommate.

10 In relationships other than those set forth above, under exceptional
11 circumstances, such leave of absence may be granted by the Department Human
12 Resources Director or their designee(s), upon request.

13 **3. Jury Duty**

14 Employees shall be granted leave with full pay in lieu of jury fees any time they
15 are required to report for jury duty. If an employee is excused or dismissed prior to
16 the end of the workday, the employee shall report back to work if practicable.
17 Procedures for reporting back to work shall be as specified by the department.

18 **4. Parental Leave**

19 Parental and adoption leave without pay shall be granted at the request of the
20 employee; the combination of such unpaid leave and paid parental leave provided
21 under Article 9, Section 5 of this Agreement shall be up to a total of six (6) months
22 leave. Such unpaid leave may be extended or renewed for a period of up to an
23 additional six (6) months, for a total of one year.

24 **5. Accrual of Benefits During Unpaid Leave**

25 An employee will not accrue benefits during the period of unpaid leave of
26 absence.

27 **6. Military Service**

28 The County acknowledges its obligation under state and federal law to grant
29 paid and unpaid leave for military training and service. Information about legally
30 mandated military leave will be made available to employees upon request from the
31 Department Human Resources Unit.

ARTICLE 11
HEALTH AND WELFARE

1. 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

Effective January 1, 2019, for calendar year 2019, 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 2019		
2019 Medical Plans	County Contribution	Employee Contribution
Moda Platinum Plan	93.25%	6.75%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	95%	5%

1 **b.** Effective January 1, 2020, each eligible Full-Time active
2 enrolled employee's monthly contribution for the purchase of medical benefit plan
3 coverage (which includes vision and prescription coverage) will be calculated as a
4 percentage of the total monthly premium by tier as follows:
5

Full-Time Employees 2020		
2020 Medical Plans	County Contribution	Employee Contribution
Revised Moda Plan - PPO 400	93.25%	6.75%
Moda Major Medical Plan (no vision)	100%	0%
Revised Kaiser Medical Plan	95%	5%

6
7 **c. Part-Time Employees**
8 Effective January 1, 2019, for calendar year 2019, each
9 eligible Part-Time active enrolled employee's monthly contribution for the purchase of
10 a medical benefit plan coverage (which includes vision and prescription coverage)
11 will be calculated as a percentage of the total monthly premium by tier as follows:
12

Part-Time Employees 2019		
2019 Medical Plans	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%

13
14 **d.** Effective January 1, 2020, each eligible Part-Time active
15 enrolled employee's monthly contribution for the purchase of medical benefit plan

1 coverage (which includes vision and prescription coverage) will be calculated as a
2 percentage of the total monthly premium by tier as follows:

3

Part-Time Employees 2020		
2020 Medical Plans	County Contribution	Employee Contribution
Revised Moda Plan - PPO 400	50%	50%
Moda Major Medical Plan (no vision)	100%	0%
Revised Kaiser Medical Plan	62%	38%
Kaiser Maintenance Medical Plan	90%	10%

4

5

3. Dental Benefit Plan Contributions

6

7

8

9

10

a. Effective January 1, 2019, for calendar year 2019, 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 2019		
2019 Dental Plans	County Contribution	Employee Contribution
Delta Dental Plan	95%	5%
Kaiser Dental Plan	95%	5%
Willamette Dental Group Plan	95%	5%

11

12

13

14

15

b. Effective January 1, 2020, each eligible Full-Time active enrolled employee's monthly contribution for dental benefit plan coverage will be calculated as a percentage of the total monthly premium by tier as follows:

1

Full-Time Employees 2020		
2020 Dental Plans	County Contribution	Employee Contribution
Delta Dental Plan (revised)	93%	7%
Kaiser Dental Plan (revised)	93%	7%
Willamette Dental Group Plan	93%	7%

2

3

4

5

6

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

Part-Time Employees 2019		
2019 Dental Plans	County Contribution	Employee Contribution
Delta Dental Plan	50%	50%
Kaiser Dental Plan	50%	50%
Willamette Dental Group Plan	50%	50%

7

8

9

10

11

d. Effective January 1, 2020, each eligible Part-Time active enrolled employee's monthly contribution for dental benefit plan coverage will be calculated as a percentage of the total monthly premium by tier as follows:

Part-Time Employees 2020		
2020 Dental Plans	County Contribution	Employee Contribution
Delta Dental Plan (revised)	50%	50%
Kaiser Dental Plan (revised)	50%	50%

Willamette Dental Group Plan	50%	50%
------------------------------	-----	-----

1
2 **B. Health Care Plan Changes During the Term of Agreement**

3 Association and the County have shared interest in addressing
4 increasing health insurance costs. In an effort to collaborate together over quality
5 health plans, design changes and increasing costs, the parties agree to participate
6 on an Employee Benefits Advisory Team (EBAT) with such other County employee
7 bargaining units as agree to participate to review and consider health plans, design
8 changes and cost sharing features.

9 The EBAT will be advisory only, and will report member recommendations to
10 the County Chair. EBAT does not preclude the parties from entering into any
11 Memoranda of agreement (MOA) authorizing mutually agreed upon plan changes
12 signed by the appropriate Multnomah County authorized representative and an
13 authorized representative employed by the Association. The Association will be
14 entitled to two (2) nurse representative members on the EBAT in addition to the
15 presence of the assigned labor relations representative as necessary from the
16 Oregon Nurses Association.

17 The County agrees to notify the Association any time there is a proposed
18 change in plan cost, plan design, or optional changes proposed by the carriers that
19 would impact plan design cost or plan designs and to meet with the Association upon
20 request. Objections to plan or plan design changes mandated by a carrier that cannot
21 be resolved by meeting shall be subject to impact bargaining only. Mandated
22 coverage changes due to Federal or State laws, rules, or regulations shall be
23 presented to the Association but will be implemented by the County as required by
24 law.

25 Beginning January 1, 2019, either party may reopen Article 11 for
26 negotiations, including but not limited to plan design changes, the number of plans
27 available, and employee cost sharing features. The reopener of Article 11 will be
28 subject to the same rules and bargaining process that pertains to full contract
29 successor negotiations, e.g., Article 5, Section 2 (A-D) will be applied and the terms

1 of Article 6 (No Strike-No Lockout) will be suspended with regard to any dispute
2 relating to Article 11.

3 **C. Premium Calculations**

4 For Kaiser Plans, the premium charges shall be the amount charged by
5 Kaiser to the County. For the Moda plans, the premium charges shall be calculated,
6 using sound actuarial principles, and include projected claim costs based on plan
7 experience as required by state regulations, IBNR expenses, Oregon Medical
8 Insurance Pool or other state assessments, pharmaceutical claim expenses, stop-
9 loss premiums, third-party benefit plan administration costs, and an appropriate trend
10 factor selected to limit County contributions and employee cost shares while
11 providing adequate funding for plan operations.

12 If a government agency or other taxing authority imposes or increases a
13 tax or other charge upon the County's Medical and/or Dental benefit plan(s) or any
14 activity of the plan(s), the County may increase the appropriate premium(s) to include
15 the new or increased tax or charge.

16 **D. Employee Contribution**

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

21 **E. Major Medical Plan Rebates**

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

24 **G. Opt-Out of Medical Plan Benefits**

25 1. Employees may elect to Opt Out of the County's medical benefit
26 plan coverage by making that election through the applicable Benefit Enrollment
27 process. Employees making such election must provide annually, an affidavit or other
28 qualifying proof of other qualifying group medical benefit plan coverage covering all
29 tax dependents, other than Medicare, in order to make the Opt Out election.
30 Employees will not be eligible to change their election until the County's official
31 annual open enrollment period, unless the employee experiences an IRS recognized

1 family status change event that would allow a mid-year health plan election change
2 or qualifies for Special Enrollment under HIPAA.

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

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

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

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

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

18 **H. Successor Plans and Carriers**

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

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

28 **I. Premium Reimbursement for Part-Time employees**

29 A part-time employee who works a minimum of one-hundred-twenty-
30 eight (128) hours during two (2) consecutive payroll periods will be reimbursed for the
31 difference between the part-time employee contribution and the full time employee

1 contribution, as if they were entitled to full-time benefits during that period for their
2 elected County offered medical and/or dental plans. A part-time employee who has
3 elected the Kaiser Maintenance plan will be reimbursed for the amount of their part-
4 time employee contribution (because this plan does not have a full time equivalent
5 plan). There is no reimbursement available to employees who have elected the Major
6 Medical plan or opt out. Any such premium reimbursements made to the employee
7 will be adjusted for appropriate taxes.

8 "Work" for purposes of this section is defined as regular hours worked,
9 overtime hours worked (counted on a straight time bases for meeting this hourly
10 requirement) and other paid time such as vacation, sick. Shift-swap time coded TX01
11 is not eligible for consideration.

12 **J. Retirees**

13 Provisions governing retiree participation in County medical and dental
14 plans are in Section 2 below.

15 **K. Default Enrollment**

16 1. New full-time employees who fail to submit a timely application to
17 Opt-Out or enroll into the medical and dental benefit plans described in Section A will
18 be enrolled by default in the County's Major Medical PPO plan and Delta Dental plan,
19 with employee only coverage. Eligible dependents of such employees may be
20 enrolled in the default plans if the employee submits application requesting
21 dependent enrollment within fifteen (15) days of date default enrollment notice is
22 issued.

23 2. New part-time employees who fail to submit a timely application
24 to Opt-Out or enroll into the medical and dental benefits plans described in Section A
25 above will be enrolled by default in the County's Major Medical plan, with employee
26 only coverage. Eligible dependents of such employees may be enrolled in the default
27 plan if the employee submits application requesting dependent enrollment within
28 fifteen (15) days of date default enrollment notice is issued.

29 **L. Eligible Dependents (Enrollment & Termination of Enrollment)**

30 1. **Spouses and domestic partners**

31 a. **Definitions**

1 i. A “spouse” is a person to whom the employee is
2 legally married.

3 ii. A “domestic partner” is a person with whom the
4 employee:

5 (a) Jointly shares the same permanent
6 residence for at least six (6) months immediately preceding the date of signing an
7 Affidavit of Marriage or Domestic Partnership; and intends to continue to do so
8 indefinitely, or if registered with the Multnomah County partnership registry or State of
9 Oregon Domestic Partner registry, the six (6) month waiting period is waived; and

10 (b) Has a close personal relationship; and

11 (c) In addition, the employee and the other
12 person must share the following characteristics:

13 (1) Are not legally married to anyone;

14 (2) Are each eighteen years of age or
15 older;

16 (3) Are not related to each other by blood
17 in a degree of kinship closer than would bar marriage in the State of Oregon;

18 (4) Were mentally competent to contract
19 when the domestic partnership began;

20 (5) Are each other’s sole domestic
21 partner;

22 (6) Are jointly responsible for each
23 other’s common welfare including “basic living expenses” as defined in the Affidavit of
24 Marriage or Domestic Partnership.

25 **b. Enrollment of Spouse/Domestic Partner**

26 Employee may enroll spouse or domestic partner in
27 County medical and dental plans upon completion of the County’s Affidavit of
28 Marriage or Domestic Partnership and applicable Benefit Enrollment process.
29 Enrollment times and other procedures for administration of the medical and dental
30 benefit plans shall be applied to employees with domestic partners in the same

1 manner as to married employees to the extent allowed by the law. Spouse or
2 domestic partner must be enrolled in the same plans as the employee.

3 **2. Children**

4 **a. Definition**

5 "Eligible children" includes:

6 i. any biological or adoptive child of the employee or
7 employee's spouse/domestic partner who is under the age of twenty-six (26); or

8 ii. A court appointed ward of the employee or
9 employee's spouse/domestic partner to the age of majority [most commonly age
10 eighteen (18)] or to the age stipulated in the court documents but not to exceed age
11 twenty-six (26); or

12 iii. Anyone under the age of twenty-six (26) for whom
13 the employee is required by court order to provide coverage, or

14 iv. The newborn child of an enrolled, unmarried,
15 eligible child of the employee or employee's spouse/domestic partner (grandchild of
16 employee) if:

17 a. the parent child is under age twenty-
18 three (23) at the time of the grandchild's birth, and

19 b. both parent child and grandchild
20 reside with County employee.

21 Grandchild's eligibility for coverage ends upon the parent
22 child's twenty-third (23rd) birthday or marriage date, whichever occurs first, unless the
23 County employee has legal custody of the grandchild.

24 v. An eligible dependent enrolled under employee's
25 County sponsored health plan, who becomes permanently disabled prior to their
26 twenty-sixth (26th) birth date, may be eligible for continued health plan coverage after
27 reaching the usual maximum dependent age of twenty-six (26). Employees with a
28 dependent child in this situation should contact the County Employee Benefits Office
29 three (3) months prior to child's twenty-sixth (26th) birth date to initiate eligibility
30 review process.

31 **b. Enrollment of Dependent Children**

1 Employee may enroll eligible children in County medical
2 and dental benefit plans upon completion of the County's applicable Benefits
3 Enrollment process. Children must be enrolled in the same plans as the employee.

4 **c. Taxability of Dependent Health Plan Coverage**

5 Health plan coverage provided to domestic partners,
6 children of domestic partners, and/or other dependents who do not meet IRS Child,
7 Qualified Child, or IRS Qualified Relative requirements is subject to imputed income
8 tax on the value of the coverage in accordance with IRS regulations.

9 **3. Termination of Dependent Health Plan Coverage**

10 Written notice from the employee upon termination of marriage
11 or domestic partnership or any other change in dependent eligibility is required.
12 Employees are responsible for timely reporting of any change in the eligibility status
13 of enrolled dependent family members to the County Employee Benefits Office.

14 **a.** To protect COBRA rights, employees must notify
15 Employee Benefits Office of the dependent's status change within sixty (60) days of
16 the qualifying event. Federal law shall govern COBRA eligibility for disqualified
17 dependents.

18 **b.** Employees whose marriage or domestic partnership ends
19 must complete the statement of Termination of Marriage/Domestic Partnership
20 through the Benefit Change process to report the event.

21 **c.** Employees must remove from coverage a child who has
22 become ineligible by completing the Benefit Change process. Removal of a
23 dependent that ages off the plan does not require any action on the employee's part.

24 **d.** Employees who fail to remove an ineligible spouse,
25 domestic partner, or child within sixty (60) days of the qualifying event and have not
26 elected to purchase COBRA coverage for the terminated dependent will be required,
27 retroactive to the coverage end date, to reimburse the County sponsored health plan
28 for claims incurred and paid while the former spouse, partner, or child remained
29 enrolled but was no longer an eligible dependent.

30 **e.** Dependent health plan coverage ends on the last day of
31 the calendar month in which the termination occurs, examples.

1

Terminating Event	Coverage End Date
Divorce	End of month divorce became final
Dissolution of Oregon State registered domestic partnership	End of month dissolution of partnership becomes final.
Dissolution of domestic partnership initiated by Affidavit or Multnomah County Registry	End of month that partner moved out of shared residence
Childs reaches maximum dependent ages	End of the month that maximum age birth date occurs

2

3

M. When Benefits Coverage Begins and Ends

4

1. Coverage for new employees

5

a. Medical and Dental Benefits

6

The employee's and eligible dependents' medical and dental benefits will be effective the first (1st) day of the month following or coinciding with date of hire, provided the employee has completed the enrollment process and submitted any other required documents to the Employee Benefits Office prior to that date. Employees who complete the enrollment process after the first (1st) day of the month following hire, but within thirty-one (31) days of hire, will be covered the first (1st) day of the month following the date the employee completed the enrollment process. Employees who have not enrolled within thirty-one (31) days of hire will be enrolled based on the default enrollment procedure. Coverage under the default plan(s) will begin on the first (1st) day of the month following thirty-one (31) days of employment.

17

2. Benefits coverage for terminating employees

18

a. Retirees

19

i. County-subsidized coverage

20

Benefits options for retirees are provided for in

21

Section 2 of this article.

22

ii. Continuation of coverage through COBRA

23

Retirees may continue to participate in County

1 medical and dental benefits plans on a self-pay basis as mandated by law.

2 **b. Other terminating employees**

3 **i. County sponsored coverage**

4 County sponsored medical and dental benefit plan
5 coverage ends based on the employees last regularly scheduled working day in pay
6 status:

Last Day in Paid Status	Coverage Ends
1st - 15th of month	End of the month
16th - 31st of month	End of the following month

8
9 **Example:** Employee A's last working day in paid status is July 15. Employee A's
10 County sponsored health plan coverage will end July 31. Employee B's last working
11 day in paid status is July 16. Employee B's County sponsored health plan coverage
12 will end August 31. Employee B will have additional cost shares deducted from final
13 paychecks to cover the cost shares for August coverage.

14 **ii. Continuation of coverage through COBRA**

15 Terminating employees may purchase continued
16 coverage under County medical and dental benefits plans on a self-pay basis as
17 mandated by law.

18 **3. Employees on unpaid leaves of absence**

19 **a. Leaves of less than 30 days**

20 Employees' benefits plan coverage will not be affected by
21 unpaid leaves of absence of less than thirty (30) days' duration. Unpaid cost shares
22 will be recovered from employee when employee returns to paid status.

23 **b. FMLA and/or OFLA Leaves**

24 The County will contribute toward
25 medical/vision/prescription and dental benefit plan coverage during unpaid approved
26 FMLA and/or OFLA leave as required by law. Unpaid cost shares will be recovered
27 from employee when employee returns to paid status.

28 **ii. If the employee remains on unpaid leave for more**

1 than thirty (30) days after FMLA and/or OFLA leave is exhausted, the leave will be
2 treated as an unpaid leave of absence per “Subsection c.i)” below, except that the last
3 day of FMLA and/or OFLA leave will be deemed the employee’s last day in pay
4 status.

5 **c. Non-FMLA/OFLA unpaid leaves**

6 **i. Lapsing of County-subsidized coverage**

7 Lapsing of County-subsidized coverage occurs
8 after passage of thirty (30) day leave period. Thirty-first (31st) day of leave with
9 unpaid status triggers loss of health plan coverage. If thirty-first (31st) day of unpaid
10 non-FMLA/OFLA leave occurs:

31st Day of Unpaid Non-FMLA/OFLA Leave	Coverage Ends
1st - 15th of month	End of the month
16th - 31st of month	End of the following month

11
12 **Example:** Employee A goes on non-FMLA/OFLA unpaid leave effective July 15.
13 Leave period exceeds thirty (30) days. Thirty-first (31st) day of unpaid leave is August
14 14. Employee A’s County sponsored health plan coverage will end August 31.
15 Employee B goes on non-FMLA/OFLA unpaid leave July 18. Unpaid leave period
16 exceeds thirty (30) days. Thirty-first (31st) day of leave is August 17th. Employee B’s
17 County sponsored health plan coverage will end September 30.

18 **ii. Continuation of Coverage through COBRA**

19 Employees may continue to purchase coverage
20 under County medical and dental benefits plans on a self-pay basis as mandated by
21 law.

22 **iii. Benefits Coverage upon return from a leave**

23 **a.** Employees returning from a leave of
24 absence without pay during the same plan year will be reinstated to the same
25 medical and dental benefit plans (or successor plans) they had when they left County
26 employment. If they return from leave the first (1st) day of the month, coverage will be
27 in effect upon their return from leave; otherwise, coverage will be in effect the first
(1st) day of the month following their return from leave.

1 **E.** The following terms related to benefit payments, service and age
2 requirements shall also apply:

3 **1.** The County shall pay one-half (1/2) of the monthly medical
4 insurance premium on behalf of a retiree and the retiree's eligible dependents from
5 the retiree's fifty-eighth (58th) birthday or date of retirement, whichever is later, until
6 the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is
7 earlier, if the retiree had:

8 **a.** five (5) years of continuous County service immediately
9 preceding retirement at or after age fifty-eight (58) years, or

10 **b.** ten (10) years of continuous County service immediately
11 preceding retirement prior to age fifty-eight (58) years, or

12 **c.** ten (10) years of continuous County service immediately
13 preceding disability retirement regardless of age.

14 **2.** The County shall pay one-half (1/2) of the monthly medical
15 insurance premium on behalf of a retiree and the retiree's eligible dependents from
16 the retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the
17 retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is
18 earlier, if the employee had thirty (30) years of continuous service with employers
19 who are members of the Oregon Public Employee Retirement System (PERS) and
20 Oregon Public Service Retirement Plan (OPSRP) and twenty (20) or more years of
21 continuous County service immediately preceding retirement; provided, however, that
22 employees employed on or before July 1, 1992, who are eligible for regular
23 PERS/OPSRP retirement with thirty (30) years of PERS/OPSRP SERVICE and
24 twenty (20) years of County service shall be eligible for County payment of half the
25 medical premiums without waiting until age fifty-five (55).

26 **F.** Actual application for Medicare shall not be required for a finding that a
27 retiree is "eligible for Medicare" under subsection e of this section.

28 **G.** Part-time service in a regular budgeted position shall be prorated for
29 purposes of the service requirements set forth in subsection e of this section. (For
30 example, twenty (20) hours per week for two (2) months would equal one (1) month
31 toward the applicable service requirement.)

1 **H.** In addition to the other requirements of this section, continued medical
2 plan participation or benefit of County contributions is conditioned on the retiree's
3 continuous participation in the member's medical insurance plan from the time of
4 retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e.
5 fifty percent (50%) or one hundred (100%), as applicable) of the monthly premium.
6 Failure to continuously participate or make timely and sufficient payment of the
7 applicable retiree portion of the monthly premium shall terminate the retiree's rights
8 under this section. Payments by retirees of their portion of the monthly premiums
9 under this section shall be timely if the retiree has authorized and instructed
10 PERS/OPSRP to regularly deduct their portion of the premium from their pension
11 check and remit that amount to the County's collection agent, or if it is received by
12 the County's designated collection agent at least thirty (30) days prior to the month
13 for which the resulting coverage will apply. The County shall inform the retiree of the
14 identity and mailing address of the collection agent at the time the retiree signs up for
15 continued post-employment medical insurance coverage, and shall inform the retiree
16 of changes of collection agent not less than forty-five (45) days in advance of the
17 effective date of the change.

18 **I.** In the event County insurance premium payments on behalf of retirees
19 or their dependents are made subject to state or federal taxation, any additional
20 County tax liability shall be directly offset against such payments required under this
21 section. (For example, if the effect on the County of the additional tax is to increase
22 the County's outlays by an amount equivalent to ten percent (10%) of aggregate
23 monthly retiree premium, the County's contribution shall be reduced to forty percent
24 (40%) of the premium so that the net County costs will remain unchanged.)

25 **J.** In lieu of the benefits provided under the preceding subsections of this
26 section, employees hired prior to the signing date of this 1994-98 agreement who
27 retire from Multnomah County employment at age sixty (60) or after, but before they
28 are eligible for Medicare, and who have at least five (5) years of County service, may
29 elect to have the County pay one hundred percent (100%) of the premium for the
30 group medical health plan until such time as the person is eligible for Medicare
31 subject to the limitations of section 2 above.

1 **K.** The County shall continue to make available to retirees group medical
2 health plan benefits that are made available to active employees.

3 **L.** Effective July 1, 1999 and Except as otherwise provided in this Article, if
4 individual employees are required by this agreement to make premium contributions
5 by payroll deduction pursuant to section 1(Q) of this article, the employer contribution
6 toward eligible retirees' insurance under this article shall be fifty percent (50%) of the
7 employer contribution it makes for an active employee on the same plan and
8 participation level rather than fifty percent (50%) of premium; PROVIDED, that the
9 amount shall be one hundred percent (100%) of the employer contribution made on
10 behalf of an active employee on the same plan and participation level rather than one
11 hundred percent (100%) of premium for employees hired before December 7, 1994
12 who opt for the retiree insurance program provided under subsection j of this section.

13 **3. Flexible Spending Accounts**

14 **A. Medical Expenses**

15 To the extent permitted by law, Medical Expense Reimbursement Plan
16 (MERP) accounts, which allow employees to pay for deductibles and unreimbursed
17 medical, dental, and vision expenses with pre-tax wages, will be available according
18 to the terms of the Multnomah County Medical Expense Reimbursement Plan
19 number 504.

20 **B. Dependent Care Expenses**

21 To the extent permitted by law, Dependent Care Assistance Plan
22 (DCAP) accounts, which allow employees to pay for dependent care with pre-tax
23 wages, will be available according to the terms of the Multnomah County Dependent
24 Care Assistance Plan number 502.

25 **C. Transportation Expenses**

26 To the extent permitted by law, Transportation Assistance Plan (TRP)
27 accounts, which allow employees to pay for transit and parking with pre-tax wages,
28 will be available according to the terms of the Multnomah County Transportation
29 Expense Plan, as may be modified from time to time.

30 **4. Life Insurance**

1 The County agrees to provide each employee covered by this Agreement with
2 term life insurance in the amount of thirty-thousand dollars (\$30,000). Any increases
3 to the County provided coverage are subject to the terms of the insurance contract.

4 Employees may purchase supplemental term life insurance coverage for
5 themselves, their spouse or their domestic partner consistent with carrier contract(s)
6 by payroll deduction. Premiums will vary according to age of the insured.

7 Upon retirement after at least five (5) years of County service, retirees of
8 Multnomah County will be provided with two thousand dollars (\$2,000) term life
9 insurance coverage.

10 **5. Optional Short-Term Disability Insurance**

11 Any full-time or part-time employee covered by this Agreement may participate
12 consistent with carrier contract(s), in the County's optional short-term disability
13 insurance program through the County's group policy plan as specified to the
14 Association. The monthly premium must be paid individually through payroll
15 deduction. Optional Short-term disability elimination period is thirty (30) days for
16 timely enrollees (enrolling within thirty-one (31) days of hire) with benefits ending at
17 the ninetieth (90th) day. Qualification is subject to the eligibility requirements of the
18 disability carrier contract.

19 **6. Long Term Disability Insurance**

20 **A.** The County will provide long term disability insurance to all benefit
21 eligible members of the bargaining unit who are regularly scheduled to work at least
22 half (1/2) time. The insurance is provided through the County's group policy plan as
23 specified to the Association. There will be a ninety (90) day elimination period.

24 **B.** In the event an employee is on an approved FMLA/OFLA leave and has
25 an approved long-term disability (LTD) claim, the County will continue to pay the
26 employer share of the premium to provide medical insurance coverage. Once
27 FMLA/OFLA entitlement has been exhausted, COBRA will be offered on a self-paid
28 basis.

29 **7. Long Term Care**

30 Any bargaining unit employee covered by this agreement may participate in a
31 long-term care insurance program developed by the County and the Association

- 1 consistent with carrier contracts the monthly premiums to be paid individually through
- 2 payroll deduction.

1 employee's semi-monthly net take-home pay (as calculated in accordance with
2 Workers' Compensation regulations) subject to the following conditions:

3 **A.** Supplemental benefits shall only be payable for those days an
4 employee is receiving time loss benefits pursuant to Oregon Workers' Compensation
5 Law. Supplemental benefits shall be paid for no more than three-hundred--twenty
6 (320) hours of the employee's regular working hours or for a period equal to the
7 amount of accrued sick leave hours at the time of injury, whichever is greater. Such
8 payments shall not be chargeable to accrued sick leave.

9 **B.** To the extent not compensated by Workers' Compensation benefits, the
10 first day of occupational disability shall be compensated as time worked.

11 **C.** To the extent not compensated by Workers' Compensation benefits, the
12 day following the first day of occupational disability and the next succeeding day shall
13 be compensated as sick leave if such days would have been work days.

14 **4. Denied Claims**

15 **A.** If a Workers' Compensation claim is denied, the employee's absence
16 from work due to illness or injury shall, to the extent not compensated as Workers'
17 Compensation time loss, be subject to the provisions of Article 9, Sick Leave.

18 **B.** If a Workers' Compensation claim which has been denied is later held
19 compensable upon appeal, any leave paid pursuant to Article 12.4.A shall be
20 reimbursed by the employee to the County and the employee's leave account
21 credited with an equivalent number of days.

22 **C.** If an employee's Workers' Compensation claim is under appeal, and
23 the employee is no longer entitled to medical/dental coverage under Article 11,
24 Health and Welfare, the employee will be entitled to continued coverage under
25 federal COBRA law. The duration of such coverage will be for six (6) months or the
26 legally mandated period, whichever is greater, provided that the employee continues
27 to be eligible and pays the premiums as required.

28 **D.** If a denied claim is later held compensable upon appeal, the employee
29 will be entitled to:

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

1 2. Any supplemental benefits not paid in accordance with “Section
2 IV” of this Article.

3 **5. Borrowing of Sick Leave**

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

6 **6. Benefits**

7 **A.** The County shall continue to provide medical and dental benefits for an
8 employee with a compensable claim and the employee’s dependent(s) from the first
9 day of occupational disability, subject to the limitations of Article 11, Health and
10 Welfare, if any, for a period of (1) one year or such longer period as may be required
11 by law.

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

1
2
3
4
5
6

ARTICLE 13
DEFENSE AND INDEMNIFICATION

The County shall defend and indemnify employees covered by this agreement against claims and judgments incurred in or arising out of the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act.

1 **ARTICLE 14**

2 **SENIORITY, LAYOFF AND FILLING OF VACANCIES**

3
4 **1. Definitions**

5 For purposes of this article, the following definitions shall apply:

6 **A. Affected FTE Status**

7 Full-time or part-time positions, whichever is affected by a reduction in
8 or reorganization of the workforce.

9 **B. Affected Department**

10 A County department in which a reduction in the number of budgeted
11 bargaining unit positions is directed by the County pursuant to a reduction in or
12 reorganization of the workforce.

13 **C. Affected Work Unit**

14 The County designated work unit within the department in which a
15 reduction in the number of budgeted bargaining unit positions is directed by the
16 Department pursuant to a reduction in or reorganization of the workforce.

17 **D. Affected Work Site**

18 A site or location where work occurs. For example: The Mid-County
19 Medical Clinic is a worksite that is part of the ICS work unit.

20 **E. Available Vacancy**

21 A vacancy in a budgeted position that management intends to fill.

22 **F. Bargaining Unit Seniority**

23 The total length of continuous, cumulative time spent in positions within
24 the ONA Bargaining Unit and is used to determine layoff, bumping, and recall rights.
25 Seniority is calculated in accordance with this Section 2.B. of this article.

26 **G. Bump**

27 Displacement of an employee by a more senior employee or the
28 demotion of an employee as provided in this article, in either case as a result of a
29 reduction in the number of budgeted positions in a particular job classification in one
30 or more work units.

31 **H. Classification Previously Held**

1 A lateral, lower, or equivalent classification in which the employee
2 passed the initial trial service and continues to possess the required qualifications.

3 **I. Equivalent Classifications**

4 Matching by the Chief Human Resources Officer or the Chief Human
5 Resources Officer's designee of an abolished classification with a current
6 classification that has substantially the same duties, authority and responsibility.

7 **J. Equivalent Transfer**

8 Movement from regular employment in a classification to regular
9 employment in a different classification with a wage range with the same top step.

10 **K. FTE Status**

11 The full-time or part-time status of employees as defined by Addendum
12 B of this agreement.

13 **L. Higher Classification**

14 A classification for which the applicable pay range has a higher top
15 step.

16 **M. Inactive Layoff Status**

17 The status of an employee on a recall list after termination due to layoff
18 but before recall to a bargaining unit position or expiration of eligibility for placement
19 on a recall list, whichever first occurs.

20 **N. Layoff**

21 Transfer, demotion, or termination due to bumping or termination of a
22 bargaining unit member due to a reduction or reorganization of the workforce.

23 **O. Limited Duration Layoff**

24 A layoff which management specifies at the time of layoff is of a limited
25 duration.

26 **P. Lower Classification**

27 A classification for which the applicable pay range has a lower top step.

28 **Q. Regular Status**

29 The status a classified employee acquires upon successful completion
30 of the initial trial service period for the classification to which the employee was
31 appointed.

1 **R. Transfer**

2 Movement within the base classification from one regular position to
3 another regular position.

4 **S. Work Unit**

5 An organizational unit designated as a work unit by the County
6 pursuant to Section 3.B below for purposes of administering this article.

7 **2. Rules Governing Determination of Seniority**

8 **A. General Calculation Rule**

9 Subject to subsections B through D of this section, the relative seniority
10 of regular employees will be determined as follows:

11 1. Total length of service within the bargaining unit without a break
12 in County service. If a tie occurs then:

13 2. Final test score on the civil service recruitment eligibility list at
14 entry into the classification. If the score is not available or if a tie occurs then:

15 3. The tie shall be broken by a random selection method using a
16 computerized logarithm with the Department's Human Resources Director or the
17 Department Human Resources Director's designee and a member of the Association
18 present when the order is selected.

19 **B. Special Circumstances**

20 For purposes of determining the amount of an employee's service
21 under subsection A of this section, the following rules shall govern the particular
22 circumstance they address:

23 1. Part-time work within the same or equivalent classification will
24 count on a half-time basis for time served prior to October 1, 2018, and on a full-time
25 basis on October 1, 2018 and thereafter.

26 2. Time spent in the predecessor of an equivalent classification
27 shall count toward seniority in the equivalent classification.

28 3. Time spent on authorized leave with pay will count.

29 4. All time spent on non-FMLA/OFLA unpaid leave that exceeds
30 thirty (30) days, other than unpaid military leave, shall not count.

31 5. Time on unpaid military leave shall count.

1 **6.** Time spent in unclassified or management service appointment
2 status will not count, except for purposes of vacation accrual.

3 **7.** Prior to regular appointment, all continuous, contiguous service,
4 performing duties consistent with work done by members of the bargaining unit, in
5 temporary status, limited duration or work-out-of-class shall count.

6 **8.** If the employee has regular status at the time of temporary
7 appointment to a higher classification, time served on such appointment shall count
8 toward seniority in the employee's immediately preceding classification, except in
9 cases in which the promotion becomes regular immediately following the period of
10 temporary appointment. In such case, the time will count toward seniority in the
11 promotional classification.

12 **9.** Time spent in on-call status will not count

13 **10.** When a layoff exceeds thirty (30) days, no time spent on layoff
14 will count, but time immediately before and following recall from an active recall list
15 will be combined to determine continuous service.

16 **11.** Time spent in a state or federal trainee program will not count.

17 **12.** Time spent in previous government service will count if the
18 employee transferred in accordance with ORS 236.610 through 236.650 (Transfer of
19 Public Employees).

20 **13.** Time spent on a promotional trial service period outside of the
21 bargaining unit that is not completed will count toward seniority in the class from
22 which the employee was promoted if the employee acquired regular status in that
23 classification before promotion.

24 **C. When Seniority Is Forfeited**

25 Seniority shall be forfeited by discharge for cause, voluntary
26 termination, or expiration of the employee's eligibility for recall while on inactive layoff
27 status.

28 **D. Seniority of Exempt Employees**

29 An employee occupying a position outside the bargaining unit who is
30 eligible for reassignment or to bump into a bargaining unit position may only exercise
31 seniority previously accrued while a member of the bargaining unit.

1 **E. Effect of Seniority Determinations On Retirement**

2 Seniority determinations under this agreement have no application to
3 retirement matters, except those relating to eligibility for retiree health insurance.

4 **F. Seniority List**

5 1. Lists showing seniority within the County and seniority within
6 classification, as provided for in Article 14, Section 2, shall be provided to the
7 Association and posted on all Association bulletin boards on or about March 1 and
8 October 1 of each year.

9 2. Employees who have concerns about the calculation of their
10 seniority on any new list may consult with the Department's Human Resources
11 Director within thirty (30) days of the date the list was posted. If an employee's
12 concerns remain unresolved, the Association may file a formal written grievance at
13 Step 2 of the grievance procedure within thirty (30) days of the employee's initial
14 consultation with the appropriate Department Human Resources Unit. If no grievance
15 is filed within that time, the seniority calculation is deemed correct. A grievance may
16 be filed only with respect to seniority accrued since the prior list.

17 **3. Reassignment, Bumping, and Layoff Procedures During a Reduction or**
18 **Reorganization of The Workforce**

19 **A. Scope of Reduction or Reorganization of Workforce**

20 The County shall determine the FTE status, classifications, work units,
21 and departments that are included in a reduction or reorganization of the workforce.

22 **B. Designation of Work Units**

23 The County may re-designate the organizational boundaries of existing
24 work units by written notice to the Association between March 1 and April 1 and post
25 on Multco Commons website under the Health Department and Department of
26 County Human Services nurse sections. In addition, the County may designate
27 additional work units at any time as new operations are added. Prior to such changes
28 being made the parties will meet and confer for the purpose of hearing why the
29 change is needed and for providing ONA representatives an opportunity to give
30 feedback.

31 **C. Reduction of Employee Without Regular Status**

1 Within the affected classification and department, temporary, initial trial
2 service period and other employees who do not have regular status will be
3 terminated before employees with regular status are subject to layoff. An employee
4 may voluntarily choose to fill a vacancy outside of the employee's work unit provided
5 such option is available and does not adversely affect another regular employee's
6 right to a vacancy in the work unit.

7 **D. Reassignment, Bumping, and Layoff Procedures**

8 If a reduction or reorganization of the workforce reduces the number of
9 positions in a work unit within the affected FTE status, classification, and work unit
10 below the number of employees in that FTE status, classification and work unit,
11 employees in that status, classification and work unit shall be removed by inverse
12 Bargaining Unit Seniority from the affected work unit to restore the balance between
13 available budgeted positions and employees. In restoring balance within the unit, if
14 more than one employee needs to be reassigned, eligible employees shall be
15 reassigned based on Bargaining Unit Seniority.

16 **1. Reassignment in the Work Unit**

17 **a. First:** The County shall reassign the employee, if eligible,
18 to an available vacancy in the same work unit, classification, and affected FTE status.
19 If more than one employee is reassigned to vacancies at the same time, eligible
20 employees shall be able to select vacant assignment based on Bargaining Unit
21 Seniority. At the choice of the employee, a full-time employee may choose to fill a
22 part-time position or a part-time employee may choose to fill a full-time position.

23 **b. Second:** If there is no available vacancy pursuant to
24 Section 3.D.1.a. above, and bumping is necessary, the affected employee facing
25 layoff will be eligible to bump the least senior employee in the affected classification,
26 FTE and work unit unless this would leave the work unit without qualified employees
27 to perform the duties of a position in which special skills, defined in the manner set
28 forth below in Section 3.E. of this article, are required. If the least senior employee
29 within the work unit and classification is in a position requiring special knowledge,
30 skills and abilities (KSA) that the employee does not possess, then the affected
31 employee facing layoff may bump into the next least senior position and so forth, until

1 reaching a position held by a less senior employee where the employee can meet the
2 position requirements. If there is not an employee that can be bumped with less
3 Bargaining Unit Seniority in the classification, FTE status and work unit, then they will
4 be reassigned in accordance with Section 3.D.2. Reassignment in the Department
5 below

6 **2. Reassignment in the Department**

7 **a. First:** If an employee is bumped pursuant to Section
8 3.D.1.b. above, the County shall transfer the employee, if eligible, to an available
9 vacancy within the affected classification and FTE status in the department. If more
10 than one employee is reassigned to vacancies at the same time, eligible employees
11 shall be able to select a vacant lateral assignment based on Bargaining Unit
12 Seniority. At the choice of the employee, a full-time employee may choose to fill a
13 part-time position or a part-time employee may choose to fill a full-time position.

14 **b. Second:** If there is no available vacancy pursuant to
15 Section 3.D.2.a. above, and the bumped employee has sufficient Bargaining Unit
16 Seniority and is otherwise eligible, the employee shall bump the least senior
17 employee who occupies a position within the affected FTE status in the same
18 classification within the affected department. If the least senior employee is in a
19 position requiring special knowledge, skills and abilities (KSA) that the employee
20 does not possess, then the affected employee facing layoff may bump into the next
21 least senior position and so forth, until reaching a position held by a less senior
22 employee where the employee can meet the position requirements. If there is not an
23 employee that can be bumped with less Bargaining Unit Seniority in the classification,
24 FTE status and department, then they will be reassigned in accordance with Section
25 3.D.3. Reassignment in the County below.

26 **3. Reassignment in the County**

27 **a. First:** If an employee is bumped pursuant to Section
28 3.D.2.b. above, the County shall transfer the employee, if eligible, to an available
29 vacancy within the affected classification and FTE status in the County. If more than
30 one employee is reassigned to vacancies at the same time, eligible employees shall
31 be able to select a vacant lateral assignment based on Bargaining Unit Seniority. At

1 the choice of the employee, a full-time employee may choose to fill a part-time
2 position or a part-time employee may choose to fill a full-time position.

3 **b. Second:** If there is no available vacancy pursuant to
4 Section 3.D.3.a. above, and the bumped employee has sufficient Bargaining Unit
5 Seniority and is otherwise eligible, the employee shall bump the least senior
6 employee who occupies a position within the affected FTE status in the same
7 classification within the County. If the least senior employee is in a position requiring
8 special knowledge, skills and abilities (KSA) that the employee does not possess,
9 then the affected employee facing layoff may bump into the next least senior position
10 and so forth, until reaching a position held by a less senior employee where the
11 employee can meet the position requirements. If there is not an employee that can be
12 bumped with less Bargaining Unit Seniority in the classification and FTE status in the
13 County, then the employee will be demoted to an available vacancy in accordance
14 with Section 3.D.3.c. below.

15 **c. Third:** If the employee cannot be reassigned, transfer or
16 bump pursuant to Section 3.D.3.b. above, the employee shall be demoted to a
17 vacancy in the highest lower classification into which the employee is licensed,
18 eligible to bump, and within the affected FTE status in the County. At the choice of
19 the employee, a full-time employee may choose to fill a part-time position or a part-
20 time employee may choose to fill a full-time position.

21 **d. Fourth:** If the employee cannot be demoted to a vacancy
22 pursuant to Section 3.D.3.c. above, and the employee has sufficient Bargaining Unit
23 Seniority, the employee shall bump the least senior employee who occupies a
24 position in the highest lower classification into which the employee is licensed,
25 eligible to bump, and within the affected FTE status in the County. If the least senior
26 employee is in a position requiring special knowledge, skills and abilities (KSA) that
27 the employee does not possess, then the affected employee facing layoff may bump
28 into the next least senior position and so forth, until reaching a position held by a less
29 senior employee where the employee can meet the position requirements. If there is
30 not an employee that can be bumped with less Bargaining Unit Seniority in the

1 classification and FTE status in the County, then the employee will be laid off in
2 accordance with Section 3.D.4. below.

3 **4. Layoff**

4 If the employee cannot be reassigned or bump pursuant to
5 Section 3.D.3.d. above, the employee shall be laid off.

6 Any employee in a classification affected by layoff may request layoff. When
7 management identifies classifications to be laid off, management will first solicit for
8 volunteers to be laid off. Volunteers will be considered in order of seniority within the
9 affected FTE status and department. Employees who agree to a voluntary lay-off out
10 of seniority order will have no bumping rights and such employee will be placed on
11 the recall list in accordance with this Article. Acceptance of volunteers is at
12 management discretion.

13 **E. Bumping Eligibility**

14 The following rules shall apply in determining whether an employee is
15 “eligible” for reassignment, transfer, demotion, or to bump under section III above:

16 **1. General Rule**

17 An employee is eligible for reassignment or to bump into a
18 vacancy or a position held by another employee pursuant to Section 3.D. above only
19 if more senior than any incumbent bumped and qualified to perform the duties of the
20 position to which the employee is reassigned or into which the employee bumps.
21 Qualifications include, but are not limited to, possession of any special skills, licensed
22 or certification requirements. In addition, except for downward bumping, an employee
23 may bump only into positions in classifications in which the employee previously
24 acquired regular status. Also, an employee may only bump or be reassigned to
25 positions of the same FTE status as the position they held at the time of the action.

26 **2. Special Skill Eligibility Requirements**

27 Within sixty (60) days after the signing of this agreement, the
28 County shall provide the Association with a list of positions that have special skill or
29 certification requirements that are pre-requisites to occupying a particular position(s)
30 pursuant to Section 3 above. The County may revise this list by written notice to the
31 Association on or about March 1 and October 1 of each year. The County’s list shall

1 identify the specific position(s) to which the requirement applies and the nature of the
2 requirement. Additional positions may be added to the list at any time as needs
3 change except no later than May 1st through June 30th. Department Human Resource
4 Director will provide written notice to the Association whenever a position is added or
5 deleted that requires special skill or certification requirements per this section.

6 **3. Exempt Employees**

7 Subject to the limitations of Section 2.D. above and the
8 remaining requirements of this article, an exempt employee who promoted or
9 transferred to another county position directly from a bargaining unit position may be
10 assigned to or bump into a bargaining unit position. Exempt employees who have
11 never been in the bargaining unit have no bumping rights into bargaining unit
12 positions.

13 **4. Employees on Work-Out-of-Class Assignment or Limited**
14 **Duration Appointment Outside the Bargaining Unit**

15 A regular employee who is on a work-out-of-class or limited
16 duration appointment retains their rights under this article in connection with their
17 bargaining unit position.

18 **5. Initial Trial Service**

19 Initial trial service and on-call employees have no right to bump
20 or reassignment. However, an employee who has not completed an initial trial service
21 period following promotion may be reassigned or bump in and from the classification
22 previously held if the employee completed the initial trial service in that classification.

23 **6. Promotional Bumping Prohibited**

24 Bumping or reassignment to a higher classification or an
25 increase in pay as a result of bumping, as part of a reduction or reorganization of the
26 workforce, is prohibited.

27 **F. Layoff and Reassignment Notices**

28 **1. General Notice to Association**

29 Whenever possible, the County will notify the Association thirty
30 (30) days in advance of a reduction or reorganization of the workforce that will result

1 in a layoff. Either party may propose meetings to consider work sharing or other
2 alternatives to a contemplated layoff.

3 **2. Notice to Employee and Association of Reassignment**

4 Employees reassigned due to a reduction or reorganization of
5 the workforce shall be provided written notification, in person, whenever practicable.
6 The County shall simultaneously send a copy of the layoff notice to the Association
7 and the employee's supervisor. The County shall consult with affected employees
8 concerning their preferences for assignment before reassignment under this Article
9 takes effect. The County will comply with Article 15.4 in the case of schedule
10 changes.

11 **3. Notice to Employee and Association of Specific Layoffs**

12 The County shall provide written notice, in person, whenever
13 practicable to an employee who will be subject to layoff at least fifteen (15) days prior
14 to its effective date. The County shall simultaneously send a copy of the layoff notice
15 to the Association. The notice shall state the reason for the action and shall further
16 state that the action does not reflect discredit on the employee. The employee's copy
17 shall be delivered in person, whenever practicable, or mailed to the employee's home
18 address unless the employee has timely specified an alternate address. Employees
19 may specify an alternate address to receive layoff notice (e.g. for the period of a
20 vacation) by delivering written notice to the Department Human Resources Director.
21 The notice must specify whether the alternate address is permanent or, if it is a
22 temporary address, the date after which the County should mail any layoff notice to
23 the employee's home address. Such notice must be delivered to the County at least
24 fifteen (15) days prior to the date the County mails the layoff notice.

25 **4. Recall Lists**

26 **A. Placement on and Recall from Recall Lists**

27 Employees who are subject to layoff will be placed on a recall list for the
28 classification(s) held immediately preceding layoff. Employees will be placed on a
29 recall list only for the FTE status the employee held at the time of layoff, though at the
30 choice of the employee, a full-time employee may choose to fill a part-time position or
31 a part-time employee may choose to fill a full-time position. Employees shall be

1 recalled to available vacancies in the classification and FTE status for which the
2 recall list is established, and to previously held classifications for which the employee
3 was eligible to bump into under Section 3 above, in descending seniority order. An
4 employee who is passed over because the employee lacks special skills or
5 certifications shall be advised in writing by the department's Human Resources
6 Manager of the qualification(s) the employee lacks that the position requires. Nothing
7 in this paragraph shall preclude the County from offering recall to an employee on the
8 layoff list for an FTE status different than that held by the employee at the time of
9 layoff if there are no remaining employees on the layoff list for that classification and
10 FTE status.

11 **B. Duration of and Removal from Recall List**

12 An employee shall remain on the applicable recall list(s) for eighteen
13 (18) months from the date of layoff, without extension. An employee will be removed
14 from a layoff list upon:

- 15 1. Written request of the employee;
- 16 2. Election of retirement;
- 17 3. Acceptance of permanent reinstatement from the recall list for
18 which the recall position was established;
- 19 4. The employee's refusal of an offer of permanent reinstatement
20 (except an offer of recall to a position with a different FTE status than that the
21 employee held at the time of layoff); or
- 22 5. Failure to contact the recalling supervisor within fourteen (14)
23 calendar days of delivery of a recall notice or, after such contact, to report to work on
24 a later specified return date.

25 **C. Exception to Removal from Recall List**

26 Upon written application, delivered by the employee to the
27 Department's Human Resources Director within seven (7) calendar days after
28 delivery of recall notice, the human resources representative may permit the
29 employee to refuse recall without loss of reinstatement rights.

30 **D. Form and Timing of Recall Notice**

1 Employees shall be given fourteen (14) calendar days advance written
2 notice of recall, by certified mail to the employee's home address. Employees may
3 not be required to report for work with less notice; however, the employee and
4 recalling supervisor may mutually agree to an earlier report date. An employee may
5 specify an alternate address for recall notice in the same manner and within the
6 same time frame as applies for designating an alternative address for receiving layoff
7 notice under section G.2 above.

8 **5. Effect of Bumping or Recall on Wages and Benefits**

9 **A. Effect on Wages and Step Increase Date**

10 An employee who bumps to a classification that has the same top step
11 shall retain their pre-existing wage step. However, if the steps of the two ranges do
12 not match, the employee shall be placed on the step in the new range which results
13 in the least decrease in pay.

14 **B.** An employee who bumps to a lower classification shall be paid at the
15 step in the applicable wage range that is nearest to the employee's pre-existing wage
16 step that does not result in a decrease or, in the case of ranges that do not overlap,
17 that results in the least decrease in pay.

18 **C.** Upon recall from inactive layoff status, an employee shall be placed at
19 the same wage step the employee held at the time of layoff from that classification.

20 **D.** Upon recall from another classification, an employee shall be placed on
21 the wage step the employee would have held had the employee not been laid off
22 from that classification.

23 **E. Step Increase Date**

24 **1.** The Step Increase Date of an employee who bumps to a lateral
25 classification shall remain unchanged.

26 **2.** The Step Increase Date of an employee demoted shall remain
27 unchanged.

28 **3.** The Step Increase Date of an employee recalled from inactive
29 layoff status shall be adjusted so that the amount of time remaining before the
30 employee's next Step Increase Date is the same as it was at the time of placement

1 on inactive layoff. Upon recall to a higher classification, the employee's Step Increase
2 Date shall remain unchanged.

3 **F. Vacation**

4 An employee who is placed on inactive layoff status shall be paid for
5 accumulated vacation in accordance with Article 8, Section 4 of this agreement. The
6 employee's pre-existing vacation accrual rate will remain unchanged upon recall.

7 **G. Sick Leave**

8 An employee's accumulated sick leave balance will be frozen when the
9 employee is placed on inactive layoff status, and will be reinstated upon recall from a
10 recall list. Sick leave is forfeited upon expiration of eligibility for placement on any
11 recall list.

12 **H. Insurance**

13 A laid off employee's eligibility for health insurance coverage shall be
14 governed by the terms of Article 11 of this agreement.

15 **6. Special Provisions for School Based Health Operations**

16 **A.** School based bargaining unit members who verify to the program
17 manager a combination of work and vacation by May 7 to be in a paid status equal to
18 their FTE status (full-time with a minimum of thirty-two (32) hours or part-time)
19 throughout the summer, shall not be laid off.

20 **B.** Bargaining unit members who do not have work available in their ten
21 (10) month school clinic based work site or who choose not to work outside of their
22 school based clinic site, will be laid off during school closure for the summer.

23 When there is a scheduled school closure during the calendar school year and
24 employees are not able to work at their normal job site or work is not available
25 elsewhere in the program as determined by School Based Health Center Program
26 Management, employees may elect upon advance written request to use accrued
27 leave or leave without pay without first exhausting paid vacation, saved Holiday time
28 and/or compensatory time off.

29 School Based Administration will announce at the beginning of the school year
30 which days school will be closed based on the school districts' calendars. When
31 practical, and in order to maximize time with patients and minimize the loss of income

1 or vacation of nursing staff School Based Administration will endeavor to use some of
2 these days for planning and in-service days with staff.

3 Employees who elect unpaid leave of absence during the winter break period
4 shall receive their Christmas and New Year Holiday even though they are not in pay
5 status on the days before and after such holidays.

6 **C.** Bargaining unit members who are laid off may be called back as regular
7 employees as provided in Section H Summer Work/Effect of Refusal.

8 **D. Limitation on Bumping and Recall from School Based Health**

9 Notwithstanding any other provision of this agreement, bumping by or
10 recall of bargaining unit members who, for administrative purposes, are inside the
11 County's school based health program shall be limited to positions inside the school
12 based health program if the County declares in writing at the time layoff notice is
13 given to the affected employee that the layoff is of limited duration due to summer
14 school closure.

15 **E. Administrative Purposes Defined**

16 For purposes of this section, "administrative purposes" means that the
17 employee ordinarily files their payroll time sheet with the school based health
18 program.

19 **F. Deviation from Seniority Order for Layoff or Recall/Effect on**
20 **Seniority and Insurance Benefits**

21 When implementing limited duration layoff or recall from such layoff the
22 County may deviate from the normal order of seniority layoff or recall otherwise
23 required by the parties' collective bargaining agreement. Such deviation shall not be
24 for a period exceeding twenty-one (21) calendar days. A more senior employee who
25 would have been retained or recalled but for the departure from normal seniority
26 order of layoff or recall may use vacation or leave without pay for the period between
27 the date the employee would have bumped or been recalled under normal
28 procedures and the effective date of the general school based health summer layoff
29 or recall as determined by the School Based Health Manager. In addition, such
30 employees will accrue seniority and be eligible for medical and dental insurance

1 coverage as though they were laid off or recalled in accordance with normal layoff or
2 recall procedures.

3 **G. Initial Trial Service Employees**

4 The initial trial service period of an employee on probation when a
5 limited duration layoff takes effect shall be frozen over the summer and shall resume
6 if the employee is recalled to work at the commencement of the next school year.
7 This shall not apply if the County notifies the employee that the employee's initial trial
8 service has been terminated.

9 **H. Summer Work/Effect of Refusal**

10 Bargaining unit members in School Based Health who perform
11 bargaining unit work for the County while on limited duration layoff during summer
12 school closure shall be paid at the same wage step they held when the limited
13 duration layoff took effect. They shall also be employed pursuant to the terms and
14 conditions of the collective bargaining agreement and receive all
15 benefits/entitlements specified in the collective bargaining agreement as they do
16 during the regular school year with the exception of Section 3.G. of this Article and
17 Article 11 Health and Welfare Benefits (see Section 6.L. of this Article for health and
18 welfare benefits coverage). Employees on limited duration layoff who are working are
19 not eligible for lead pay unless working in a lead assignment in school based health.
20 An employee may refuse to accept work that is offered, with the understanding that
21 such refusal may affect eligibility for unemployment compensation.

22 **I. Payoff or Carryover of Accumulated Vacation and Last Paycheck**

23 Notwithstanding any other provision of this agreement, an employee
24 subject to limited duration layoff in school-based health may request payoff of some
25 or all of the employee's accumulated vacation. Such request shall be made in writing
26 to the School Based Health Manager, the Department's Human Resources Manager
27 and Payroll Manager of the Department of County Management within three (3) days
28 after the employee receives notice of limited duration layoff. Payout of some or all of
29 the employee's accrued vacation shall be made on the employee's regular, bi-
30 monthly paycheck received on June 30, and is subject to require/authorized tax
31 withholdings and deductions. In the absence of such notice, vacation will be carried

1 on the books over the summer unless the employee is subsequently terminated or
2 resigns. In such case, normal provisions relating to vacation payoff shall apply.

3 Unpaid wages due to school-based employees when the limited duration
4 summer layoff begins shall be made in the ordinary course in the employee's bi-
5 monthly paycheck, and is subject to the required/authorized tax withholdings and
6 deductions, as allowed under OAR 839-001-0420 (6). (For example, school-based
7 employees that begin the limited duration summer layoff on or before June 15th, will
8 have the hours that they worked between June 1st and June 15th paid on the June
9 30th paycheck.)

10 **J. Considerations in Use of Vacation**

11 Notwithstanding subsection H above, the parties acknowledge that
12 although requests to take vacations during the school year may in some cases be
13 granted, the risk that management will deny such a request is significantly greater
14 than in other county operations, due to the need to provide services to students when
15 schools are in session. For that reason, School Based Health Employees are
16 encouraged to continue to select vacation times during Christmas and spring school
17 vacations to the extent approved by management. Further, employees facing limited
18 duration layoff should take into account the limited availability of time off when
19 schools are in session, the vacation accumulation ceilings set forth in this agreement,
20 and the risk of forfeiture of vacation (when accumulation ceilings are reached) when
21 deciding whether to carry their accumulated balance forward.

22 **K. Alternative Benefits**

23 If the State of Oregon adopts a law which uniformly disqualifies
24 employees on a limited duration layoff from receiving unemployment insurance, even
25 if they are available for and actively seeking suitable interim employment, the County
26 and Union agree to meet to negotiate over the terms of possible alternative benefits
27 or compensation to cover that period of unemployment. This shall be construed only
28 as contractual authorization for such a policy. This shall not be construed as a
29 purported waiver by the union of individual employee rights under the Oregon
30 unemployment compensation statute.

31 **L. Insurance Benefits During Limited Duration Summer Layoff**

1 The County agrees to continue the medical/vision and dental benefits,
2 without lapse in coverage, for school-based employees who are subject to school-
3 break limited duration summer layoff. The employee's cost share for medical/vision
4 and dental benefits that accrue while they are on a limited duration summer layoff will
5 be collected from the employee's pay upon their resumption of work following limited
6 duration layoff. The County payroll will deduct up to ten (10%) of gross wages per
7 pay period, until paid in full.

8 **M.** The County agrees to apply for the "teacher's waiver" so that
9 employees laid off as the result of limited duration layoff who are rehired within ninety
10 (90) days will be reinstated with supplemental life and short term disability insurance
11 that was in force at the time of layoff.

12 **7. Filling of Vacancies**

13 **A. Posting**

14 The County shall post all vacancies, new positions and positions that
15 experience a FTE status change for a period of two (2) weeks, except seven (7) days
16 for Corrections Health, listing the classification, number of hours, days per week,
17 department, and shift of the employment position. The County may waive the initial
18 posting period as recognized herein in the event of an emergency where the position
19 may be filled temporarily for the duration of the emergency or for short periods where
20 a position may be left vacant in preparation for a layoff.

21 **B. Considerations in Selection Process**

22 The County will fill all vacancies, new positions and positions that
23 experience a FTE status change with first consideration given to qualified County
24 employees over non-employees. The County shall select the most qualified applicant,
25 considering such factors as years of service with the County, as well as clinical
26 experience and educational background relevant to the position. Qualified full-time
27 and part-time employees shall be considered over on-call and temporary employees.
28 The determination of an applicant's qualifications shall not be arbitrary or capricious.

29 **C. Minimum Time Served in a Position**

30 Employees will serve a minimum of six (6) months in a position,
31 including initial trial service employees, prior to being considered eligible for a

1 transfer into another position.

2 **D. Temporary FTE Status Changes**

3 **1. Temporary FTE Status Changes - Increases**

4 Temporary FTE increases that result in a FTE status change on
5 a voluntary basis and is for six (6) months or less may be granted to an employee, in
6 writing, following the posting process below:

7 **a.** The opportunity for the temporary increase in FTE shall
8 be posted within the program/clinic at the work location for seven (7) days. It should
9 include the amount of hours and FTE amount available, a brief description of the
10 duties, duration of the assignment, and schedule options.

11 **b.** Interested employees in the program/clinic at the work
12 location, who have the availability to increase their FTE without exceeding 1.00 FTE,
13 may be considered for the FTE change.

14 **c.** This only applies to employees who experience an FTE
15 status change when their FTE increases. For example, an employee's FTE status
16 changes from part-time to full-time with the added FTE.

17 **d.** Selection will be in accordance with the provisions of
18 Section 7.B. above.

19 **e.** Temporary increases in FTE that result in a FTE status
20 change on a voluntary basis that need to be extended past (6) months in length shall
21 be re-posted in accordance with the provisions of Section 7.D.1.a.-d. above.

22 **2. Temporary FTE Status Changes - Decreases**

23 An employee may request to temporarily reduce their FTE in writing,
24 resulting in a FTE status change. The reduction is subject to management approval
25 and will be based on business needs. Arrangements will be reviewed and approved
26 on a case-by-case basis and will not exceed six (6) months in duration.

ARTICLE 15
HOURS OF WORK

1
2
3
4 **1. Normal Work Day**

5 **A.** The regular hours of work each shift shall be consecutive except for
6 interruptions for meal periods.

7 **B.** Employees working forty (40) hours a week on a five (5) day per week
8 work schedule shall work eight (8) hours per day excluding the meal period.

9 **C.** Employees working forty (40) hours a week on a four (4) day per week
10 work schedule shall work ten (10) hours per day excluding the meal period.

11 **D.** So that the County can more effectively meet the health needs of the
12 community, employees may elect, with the consent of the County, to work other than
13 the regular workday. At the discretion of the County with the concurrence of the
14 employee, longer hours in one (1) day may be offset by corresponding shorter hours
15 in another, provided that all hours worked in excess of forty (40) hours in the work
16 week are compensated in either overtime compensation or compensatory time off.

17 **E.** Pursuant to the Fair Labor Standards Act, Section 7(j), in Corrections
18 Health, the work period shall be eighty (80) hours over a fourteen (14) consecutive
19 day period.

20 **2. Work Week**

21 In no case shall the work week be for more than forty (40) hours excluding the
22 meal period. It is understood by the parties that certain programmatic objectives may
23 require the County to make specific changes in the work week. The days of the work
24 week for full-time employees, other than employees hired on or after June 3, 1999
25 who are on a four (4) day a week, full-time schedule, shall be consecutive unless
26 arrangements for a split work week are requested by the employee and approved by
27 the appointing authority. Employees hired on or after June 3, 1999 who are working a
28 four (4) day a week, full-time schedule may have a work week of non-consecutive
29 work days and days of rest so long as at least two (2) of the days off are consecutive.

30 **3. Meal and Rest Periods**

1 **A.** All employees shall be granted a lunch period of not less than thirty (30)
2 minutes during each work shift. Time off for a meal shall be permitted to any
3 employee who is requested to and does work two (2) hours beyond the employee's
4 regular quitting time. Whenever practicable, meal periods shall be scheduled in the
5 middle of the shift.

6 **B.** An employee, with the approval of the employee's immediate
7 supervisor or designee, may elect to take a one (1) hour meal period in lieu of the
8 thirty (30) minute meal period set out above, provided, however, that no portion of
9 such extended meal period shall be considered time worked for pay purposes.
10 Adjustments to the starting or quitting time shall be made to accommodate the
11 approved extended meal period, subject to the provisions of "C" below.

12 **C.** All full-time employees' work schedules shall provide for a fifteen (15)
13 minute rest period during each half shift. All part-time employees' work schedules
14 shall provide for a fifteen (15) minute rest period during each four (4) hour portion of
15 their shift (if on a four (4) or eight (8) hour per day schedule), or during each five (5)
16 hour portion of their shift (if on a five (5) or ten (10) hour per day schedule).

17 **D.** Employees required by their immediate supervisor or designee to
18 remain at their work station or on standby in their assigned facility during their meal
19 and/or rest period, such time shall be considered as time worked.

20 **E.** The County, the Association and employees have a mutual interest in
21 employees taking their meal and rest breaks. The parties agree that providing breaks
22 shall be the County's responsibility and taking breaks when scheduled or directed
23 shall be the employee's responsibility. An employee shall immediately notify their
24 supervisor or the supervisor's assigned designee if the employee believes they will
25 be unable to take their scheduled/directed breaks or meal period.

26 **4. Work Schedules**

27 Work schedules showing work days and hours of work will be posted on
28 bulletin boards or otherwise made accessible to employees at all times.
29 Management may change work schedules with three (3) weeks' notice to affected
30 employees, and with less notice in the following circumstances:

31 **A.** Such notice is voluntarily waived in writing by the employee(s); or

1 **B.** For the duration of an emergency.

2 **5. Weekend Provisions in 24-Hour Facilities**

3 **A.** Employees of twenty-four (24)-hour facilities who are required to work a
4 split workweek shall be provided one (1) weekend off in each two (2) week block. A
5 weekend for purposes of this section shall mean Saturday and Sunday. If such an
6 employee works on any weekend which results in such employee receiving less than
7 one (1) full weekend off in each two (2) week block, then such employee shall receive
8 compensation at the rate of time-and-one-half (1-1/2) the employee's rate of pay for
9 all such weekend hours worked on the weekend that was originally scheduled off.

10 **B.** Notwithstanding subsection (A) above, an employee may voluntarily
11 agree to a schedule providing more or less than two (2) weekends off in a two (2)
12 week block. The employer will consider such request based on operational needs
13 (e.g. staffing requirements of the team, corrections health experience, facility/shift
14 needs) and seniority. Availability of schedule changes with weekends off will be
15 posted within Corrections Health according to current policy. If the employer
16 concludes that the modification is no longer compatible with operational needs, the
17 employer may reinstate the pre-existing schedule with three (3) weeks' notice.
18 Notwithstanding subsection (A) above, if the employee agrees to have less than one
19 (1) weekend in a two (2) week block off as part of the employee's regular schedule,
20 the employee will be compensated in straight time for the additional weekends
21 worked.

22 **6. Uniform Time Charging Provisions**

23 **A. Rounding Rule**

24 Time charged for all leaves and compensation for time worked under
25 the terms of this Agreement shall be subject to rounding to the nearest quarter of an
26 hour in accordance with the following rules:

- 27 1. 0 - 7 minutes rounds to 0 hours
28 2. 8 - 15 minutes rounds to 1/4 hour

29 **B. Applications**

- 30 1. Lateness

1 An employee who is seven (7) minutes or less late shall be paid
2 for a full shift. An employee who is eight (8) to fifteen (15) minutes late shall not be
3 paid for one quarter (1/4) of an hour.

4 **2. Working Over**

5 An employee who works over less than eight (8) minutes shall
6 not be compensated. An employee who works eight (8) to fifteen (15) minutes over
7 shall be compensated one quarter (1/4) of an hour at the appropriate rate of pay in
8 accordance with Article 16: Wages.

9 **3. Leaves**

10 Late and early return from leaves shall be subject to the same
11 rounding practice as specified above.

12 **4. Management and Employee Rights**

13 The right of management to discipline employees for tardiness is
14 not waived by the above rounding provisions, nor shall the above provision be
15 construed as a right for management to extend the end of the working day beyond
16 the normally scheduled ending time.

17 **7.** By agreement of the County and Association, shifts of longer than ten (10)
18 hours may be adopted. Such alternative schedules may include mutually agreed
19 upon exceptions to this agreement or alternative understandings made pursuant to
20 Article 24 (2) for affected Nurses. Nothing herein shall interfere with operation of
21 Article 15, Section 1, Subsection (D). This section is inapplicable to twelve (12) hour
22 shifts worked pursuant to section 1, subsection e of this article. However, work
23 schedules containing overtime-exempt twelve (12) hour shifts may be implemented
24 by mutual agreement between the supervisor and affected employee, subject to the
25 approval of the Association President and affected department's Human Resources
26 Manager.

27 **8. Inclement Weather, Natural Disasters, and Essential Operations**

28 **A. General**

29 **1.** All employees are expected to make every effort to attend work
30 and serve the public during inclement weather, natural disaster, or community

1 emergency unless released from reporting by their supervisor or other authorized
2 management representative.

3 **2.** The County Chair, Chair's Chief-Of-Staff, Chief Operations
4 Officer, or other Chair designee may make countywide facility closure or operations
5 curtailment decisions. Those executives, and Department Directors and their
6 designees, may make Department facility closure or operations curtailment decisions.

7 **3.** The County reserves the right to maintain and revise policy
8 regarding inclement weather, a natural disaster, or community emergency, as relates
9 to facility closure and operations curtailment, attendance at work, and reassignment
10 of staff to other temporary work locations. The County further reserves the right to
11 determine whether or not a specific event qualifies under the terms of such policy.

12 **B. Inclement Weather – Short Term (<48 Hours)**

13 **1. Operationally Essential Employees**

14 **a.** Employees who have been designated as operationally
15 essential ("Essential") are required to report for duty regardless of facility closure or
16 curtailment of some or all County operations. An essential employee who does not
17 report to work or who reports shall time-code the absence as leave without pay, or
18 may charge it to compensatory time off, personal or saved holiday, or vacation leave.

19 **b.** The County shall annually provide a list of Association
20 represented positions that have been designated Essential by October 1 each year;
21 the County reserves the right to revise the list as necessary. The County shall also
22 provide description of the rationale or criteria for determining what positions or duties
23 are essential during inclement weather. Designated essential employees shall have
24 the essential employee designation included in their position description.

25 **c.** Essential employees will be entitled to Inclement Weather
26 Essential Assignment Compensation in accordance with the provisions in Article 16,
27 Section 23.

28 **2. Employees Not Designated Operationally Essential ("Non-**
29 **Essential")**

30 **a.** An employee who is directed by an appropriately
31 authorized management representative to not report for work due to facility or

1 operations delayed opening, early closure, or full curtailment shall be compensated
2 for regularly scheduled hours until such time as the facility or operation reopens or
3 the employee is reassigned to another work location.

4 **b.** An employee who is regularly scheduled to telework or
5 otherwise work remotely is still expected to do so unless released from working by
6 their supervisor.

7 **c.** Employees who were already schedule for paid leave
8 remain in that leave status. An exception will be made by a Department where:

9 **i.** An employee leaves early due to impending
10 inclement weather, and the County subsequently closes or curtails that employee's
11 facility or program during the balance of their shift; or

12 **ii.** The school district in which an employee lives
13 closes operations, then the employee takes vacation, compensatory time, or saved
14 holiday leave, and then the County subsequently closes or curtails that employee's
15 facility or program during the balance of their shift.

16 In each of these instances, the employee will be credited paid administration
17 leave for the shift time that was closed or curtailed.

18 **d.** If an employee's site and operations are open, and the
19 employee is unable to report to work due to the weather conditions, the employee
20 must use unpaid leave, compensatory time off, personal or saved holiday, or
21 vacation, or may request an ad hoc flex of their schedule from their supervisor.

22 **C. Inclement Weather – Long Term (>48 Hours) or Critical Function**

23 In addition to the provisions of Section 8.B.1. above, the County's Chief
24 Human Resources Officer or designee may approve notification to specific
25 employees and the Association that they will need to report to work or telework, with
26 supervisor approval, when inclement weather:

27 **1.** Results in facility closures or operations curtailment cumulatively
28 of four (4) days of disrupted operations in a seven (7) day period, or lasting two (2)
29 consecutive days or more; or

30 **2.** Falls during a time sensitive critical function in the public interest
31 (i.e. filling prescriptions, Communicable Disease Nurses and Tuberculosis Case

1 Managers responding to outbreaks and/or active cases; Nurse Practitioners patient
2 care and/or entering electronic records, etc.).

3 **D. Disaster or Other Health & Safety Emergency**

4 In the event of a natural disaster or community emergency event
5 requiring non-routine emergency operations and support, the County may designate
6 positions and/or classifications as indispensable to the County's response operations
7 and those employees shall be required to report for duty. In such a circumstance,
8 provisions concerning notice, posting and changes to work schedules are
9 suspended.

10 **9. Job Share**

11 **A.** A job share is defined as a full-time position that is held by two (2)
12 employees on a shared basis, thus each employee works .5 FTE. The two (2)
13 employees share the duties and responsibilities for the position, dividing the hours
14 equally between them. Each employee will be scheduled to work forty (40) hours
15 during two (2) work weeks.

16 **B.** Employees may submit a request to their immediate supervisor to
17 participate in the County's Job Share Program in accordance with Multnomah County
18 Personnel Rule 3-80 Job Share.

19 **C.** Employees involved in a job share will be classified as regular part-time
20 and will be covered by the provisions of this agreement applicable to part-time
21 employees.

ARTICLE 16

WAGES

1
2
3
4 **1. Wages**

5 **A. July 1, 2018**

6 Effective July 1, 2018, employees shall be compensated in accordance
7 with the wage schedule attached to this Agreement as Addendum A, subject to the
8 Memorandum of Agreement signed by the parties titled "COLA Implementation",
9 which by this reference is incorporated herein. Said schedule reflects a three point six
10 percent (3.6%) increase.

11 **B. July 1, 2019**

12 Effective July 1, 2019, the rates and ranges of employees covered by
13 this Agreement shall be increased by the percentage increase in the West-Size A
14 Consumer Price Index for Urban Wage Earners and Clerical Workers Index for the
15 second half 2017 to the second half 2018. The minimum percentage increase shall
16 be no less than one percent (1%) and the maximum percentage increase no more
17 than four percent (4%).

18 **C. July 1, 2020**

19 Effective July 1, 2020, the rates and ranges of employees covered by
20 this Agreement shall be increased by the percentage increase in the West-Size A
21 Consumer Price Index for Urban Wage Earners and Clerical Workers Index for the
22 second half 2018 to the second half 2019. The minimum percentage increase shall
23 be no less than one percent (1%) and the maximum percentage increase no more
24 than four percent (4%).

25 **D. Market Adjustments**

26 Effective July 1, 2020, the pay rates by classification will be adjusted if
27 the County rates fall below market average by one and one half percent (1.5%) or
28 more Market average is defined as:

29 1. Comparables are: Clackamas County (Employee Association
30 Bargaining Unit pay rates), Washington County, King County, OHSU, Portland VA
31 Hospital, and Virginia Garcia.

1 2. Comparable market rates shall be by classification, comparing
2 Multnomah LPN, CHN and NP classifications with comparables positions that are
3 similar in duties, responsibilities and educational requirement. PA wage rates shall be
4 tied to NP wage rates.

5 3. Midpoint is the midpoint between Step One (1) and the Pay Rate
6 at ten (10) Years of Service.

7 4. Market adjustment shall be the addition of one (1) step at the top
8 of the pay range and the deletion of one (1) step at the entry level of the pay range.
9 Step adjustment at the top of the range shall be three percent (3%) higher than the
10 top step.

11 5. **Step Placement**

12 Employees shall be placed on the new pay scale at a step that
13 matches their pay on June 30th unless an employee's anniversary date falls on July
14 1st, in which case they shall be eligible for a step increase on July 1st, otherwise
15 employees will be eligible for a step increase on their anniversary date. Health
16 Department employees shall not be maintained on a step that is lower than where
17 they would be placed as an incoming New Hire under the Health Department Criteria
18 for Hiring. In no event will employees be paid less than step 1.

19 Employees who are at the top step of the salary range and have not received
20 a step increase for at least twelve (12) months shall have a reset anniversary date for
21 purposes of wage adjustments of July 1st.

22 6. Comparable pay rates shall be pay rates effective January 1,
23 2020 of the market review year, taking into consideration delayed implementation
24 subject to finalized wage rates which are subject to such actions as contract
25 negotiations/finalized salary studies. Multnomah County pay rate for purposes of
26 comparison shall include appropriate July 1, 2020 CPI adjustment.

27 **Example:** January 1, 2020, the County shall by classification
28 (LPN, CHN and NP) collect January 1, 2020 wage data from the comparables. Once
29 the County has compiled finalized January 1, 2020 wage rates and it is found that the
30 CHN wage July 1, 2020 wage rate is below the midpoint of comparables by one and

1 one half percent (1.5%) or more the County CHN classification effective July 1, 2020
2 shall have a step adjustment as outlined in Section 1.D.5. above.

3 **2. Shift Differential**

4 The County agrees to pay the following shift premium in addition to the
5 established hourly wage rate:

6 **A.** Upon ratification of this agreement by the parties, an hourly premium of
7 two dollars (\$2.00) for all hours worked on shifts beginning between the hours of
8 twelve (12:00) noon and seven (7:00) p.m.; or

9 **B.** An hourly premium of five dollars (\$5.00) for all hours worked on shifts
10 beginning between the hours of seven (7:00) p.m. and six (6:00) a.m.

11 **C.** In circumstances where an employee works an overtime shift in
12 conjunction with their regular shift worked, the overtime shift will be paid with the shift
13 differential of the overtime shift. In circumstances of night shift to day shift, the day
14 shift hours worked will be paid with the night shift differential in addition to applicable
15 overtime pay.

16 **3. Work in a Higher Classification**

17 Whenever an employee must be replaced by another employee(s) for a period
18 of four (4) shifts within a thirty (30) day period and such employee(s) assigned to
19 perform the work is normally assigned to work in a lower classification, that
20 employee(s) will be paid for all shifts worked at the rate assigned to the higher
21 classification in the appropriate step according to the promotional policy, if the
22 employee(s) in fact performs a majority of the principal duties of the higher
23 classification. Provided, further, however, that the amount of payment for acting as
24 temporary supervisor shall be in accordance with existing practice.

25 Employees who regularly work on a part-week basis in a higher classified job
26 will be paid the higher rate for all hours worked in such assignment.

27 **4. Overtime**

28 **A.** Where operational circumstances permit, all overtime shall be by prior
29 approval by the authorized supervisor or assigned designee, or evaluated, if
30 appropriate, and approved later. Unauthorized and inappropriate overtime may result
31 in disciplinary action. The employer shall ensure that nurses assigned to see clients

1 in clinics have a means to request authorization to work overtime. The opportunity to
2 make such request shall be made no sooner than the last hour of the regularly
3 scheduled clinic day and not later than fifteen (15) minutes prior to the end of the
4 day. In lieu of such opportunity, the employer may, at its discretion, issue standing
5 orders to govern requests, in lieu of a daily request system, so long as the rule
6 provides the employee clear guidance as to whether overtime is or is not authorized.

7 When overtime is worked, employees will be compensated at the rate of one
8 and one-half (1.5) times their normal hourly rate of pay for additional time worked as
9 follows:

10 1. In excess of eight (8) hours in any work day for a five
11 (5)-day-a-week employee;

12 2. In excess of ten (10) hours in any work day for a four
13 (4)-day-a-week employee;

14 3. In excess of forty (40) hours in any work week.

15 4. In excess of twelve (12) hours in any work day for employees
16 working twelve (12) hour shifts pursuant to an agreement conforming with Article
17 15(7).

18 **B.** All work performed on an employee's scheduled second or third day of
19 rest will be paid at the rate of two (2) times the employee's regular rate of pay,
20 provided the employee has worked on the first day of rest.

21 **C. Mandatory Overtime**

22 Employees may sign up or volunteer for overtime shifts offered by the
23 work unit. It is the desire of the parties that employees have at least twelve (12) hours
24 of rest between shifts, but when mandatory overtime shifts become necessary the
25 four (4) hours of mandated work beyond the twelve (12) hours are paid at two times
26 their rate of pay. A standard procedure is followed before mandatory shifts are
27 instituted. The County will provide at least three (3) hours advance notice before
28 mandating overtime shifts, when the staffing need is known more than three (3) hours
29 in advance. If the County identifies available alternative coverage, the employee
30 initially mandated shall have the option of either working or declining the overtime

1 shift. The employee's position on the Mandated Overtime List shall only change if
2 they elect to work the mandated overtime shift.

3 **D.** If the employer and employee voluntarily agree in advance that the
4 employee will work longer hours one (1) day and offset them on an hour for hour
5 basis by shorter hours on a work day in the same work week as provided by Article
6 15, section 1, subsection D above, no time worked on the longer work day is deemed
7 overtime for pay purposes. If such agreement is not made and implemented, regular
8 overtime rules under Article 16, section 4, subsection A above apply.

9 **E. Compensatory Time**

10 If consistent with the needs of the County, an employee may elect time
11 off from work in lieu of overtime pay. In such case, the employee shall receive one
12 and one-half (1.5) hours off or two (2) hours off for each hour of overtime worked,
13 depending upon and determined by the rate at which the employee would otherwise
14 be paid for overtime in accordance with subsection (A) and (C) of this section.
15 Compensatory time off may be accumulated up to two-hundred-forty (240) hours.

16 **F.** Employees shall have ten (10) hours of rest after the end of one (1)
17 regular and mandatory shift (two (2) consecutive shifts) and the commencement of
18 their next regularly scheduled shift. Employees who are ordered vs scheduled to
19 return to their next regularly scheduled shift without ten (10) hours of rest shall be
20 paid one and one half (1 ½) times their regular base rate of pay for all hours worked
21 on their next regularly scheduled shift. This pay is in addition to any other premium
22 pay/shift differential for which the employee qualifies.

23 Employees who exercise the option of having ten (10) hours of rest before the
24 beginning of their next regularly scheduled shift may charge the first two (2) hours of
25 their shift to vacation, personal holiday or leave without pay. This section does not
26 apply to employees who voluntarily return with less than ten (10) hours between their
27 shifts.

28 **5. Stand-by and Call-Back Pay**

29 **A. Stand-by**

30 Employees on a regular work schedule who are placed on "stand-by"
31 duty beyond their regularly scheduled work day or work week and are assigned an

1 answering device for stand-by purposes, shall be paid two dollars (\$2.00) per hour
2 they are on stand by status.

3 Employees on stand-by duty who are called in to work shall be compensated
4 in compensatory time off or payment for the time worked at one and one-half (1.5)
5 times their straight time hourly rate. Such employees are guaranteed a minimum
6 credit of three (3) hours' work for each occasion on which they are called in. In the
7 event an employee is unable to use earned compensatory time, then the employee
8 shall receive payment for the unused compensatory time at the overtime rate earned.

9 Employees on stand-by duty who take a phone call at home shall be paid at
10 their regular rate of pay in fifteen (15) minutes increments. If a person giving advice
11 by phone talks for ten (10) minutes the employee shall be paid for fifteen (15)
12 minutes. If a person giving advice by phone talks for twenty-five (25) minutes the
13 employee shall be paid for thirty (30) minutes, etc. Multiple calls less than fifteen (15)
14 minutes between the end of the 1st and beginning of the 2nd (or more) calls will be
15 considered one (1) call.

16 Work which is performed under this section shall be defined as work
17 performed by an employee who is called back to work or consulted by phone away
18 from work after having left the County facilities. It shall not include work performed
19 immediately prior to or immediately after the regular daily work shift.

20 **B. Call-Back**

21 An employee not on stand-by who is called back to work on any day
22 other than the employee's regularly scheduled work day shall be paid a minimum of
23 four (4) hours at the rate of time-and-one-half (1-1/2), if a full-time employee, or four
24 (4) hours straight time, if a part-time employee.

25 **6. Reporting Pay**

26 An employee who is scheduled to report for work and who presents
27 themselves for work as scheduled, but where work is not available for the employee,
28 shall be excused from duty and paid at the employee's regular rate for a day's work.

29 **7. Reimbursement for Required Use of Personal Automobile**

30 **A.** Employees who are required to use their vehicle, as determined by the
31 County, shall be reimbursed at the rate approved by the IRS for non-taxable

1 reimbursement per mile. Employees shall be assigned a regular reporting site, and if
2 required by the County to report for work at an alternate work site, the employee shall
3 be entitled to mileage reimbursement, the difference in mileage to and from their
4 regular work site and the alternate work site, if reporting directly from home to the
5 alternate work site is a further distance.

6 **B.** To qualify for the fifty dollars (\$50.00) for full-time employees' and thirty-
7 five dollars (\$35.00) for part-time employees' mileage base reimbursement,
8 employees must be required by the County, as a condition of their current job
9 assignment, to have a vehicle available daily. They must routinely report to more than
10 one (1) site in a day and/or be required to make field visits. The fifty dollars (\$50.00)
11 for full-time employees and thirty-five dollars (\$35.00) for part-time employees, per
12 month base reimbursement shall be for vehicle maintenance and insurance
13 allowance.

14 It is further understood and agreed that employee(s) must be in active pay
15 status to qualify and receive mileage base reimbursement. All other employees that
16 use their own vehicles shall only be reimbursed at the IRS rate set forth in Section
17 7.A. above.

18 **8. Parking**

19 **A.** For those employees required to use their vehicle, determined by the
20 County, as a condition of employment and whose permanent reporting station is the
21 downtown core area (Defined as Burnside N, Market S, Naito Parkway E, Hwy 405
22 W), parking shall be provided for each employee by the County within a reasonable
23 distance of that location. In addition, the County agrees to meet with the Building
24 Security Sergeant and the Association to coordinate means whereby a nurse
25 assigned to a downtown jail facility during night operation may, upon request, be
26 escorted to the nurse's parking place.

27 **B.** Employees entitled to but unable to find parking as provided for in item
28 "A" above shall be reimbursed for any parking fees incurred in the course of
29 business. In addition, the following shall apply to an employee who is not required to
30 use their personal automobile as a condition of employment. If such employee is
31 authorized to use the employee's personal automobile on County business, the

1 employee will be reimbursed for parking fees necessary on such business. However,
2 no reimbursement will be made if, in light of the nature of the business, the
3 employee's schedule, and any equipment that the employee must carry to the
4 business site, the employee could have reasonably parked at any County lot
5 designated by the Department for such use. The employee's immediate supervisor
6 shall determine whether to authorize such ad hoc use of personal automobiles. Such
7 authorization shall only be valid if received by the employee in writing in advance of
8 the trip. A copy of such authorization shall be submitted with the employee's parking
9 reimbursement request. Supervisors shall make every effort to facilitate the use of
10 less congestive alternative transportation, insofar as practical, before authorizing
11 such ad hoc use. The County agrees to establish a procedure in cooperation with
12 ONA for reimbursement of such fees. Early Childhood Services (ECS) employees
13 who are regularly assigned to the Southwest/Northwest area of the City with metered
14 streets, shall be compensated an additional ten dollars (\$10.00) per month above the
15 regular mileage reimbursement base.

16 **9. Transit Subsidy**

17 **A. Statement of Purpose**

18 1. For the purpose of encouraging employees to use mass transit
19 as part of the County's ride reduction program under the Oregon Department of
20 Environmental Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well
21 as part of the County's commitment to limiting traffic congestion and promoting clean
22 air, each employee shall be eligible to receive a bus pass entirely subsidized by the
23 County for the employee's personal use while employed by the County. Employees
24 shall return the bus pass to the County upon termination of County employment.
25 Failure to do so may result in further action by the County and may be noted in the
26 employee's personnel file.

27 2. Employees will be provided sufficient commute time if utilizing
28 public transportation from work site to work site and such transportation time will not
29 impede upon the employee(s) break time.

30 **B. Scope of Subsidy**

1 1. The County will provide a one hundred percent (100%) subsidy
2 for employee Tri-Met Universal Bus Pass. However, the County may require that the
3 employee pay a percentage if the County's subsidy exceeds the IRS standard for a
4 de minimis employee benefit.

5 2. It will be the employee's responsibility to request the necessary
6 Photo ID from the Employee Benefits Office. Instructions for obtaining the photo ID
7 will be available through Employee Benefits and will be included in new hire packets.

8 3. This program is offered only by Tri-Met. C-Tran will honor the Tri-
9 Met Universal Bus Pass on all C-Tran regular routes (C-Tran Express routes are
10 excluded).

11 **C. Procedural Requirements**

12 The procedural requirements for obtaining the pass and verification that
13 the pass has been used solely by the employee shall be the same as apply to
14 managerial employees. Such requirements may change from time to time to ensure
15 efficient implementation of the program.

16 **10. Pay Upon Promotion**

17 Employees promoted to a higher classification will be placed at a step within
18 the new range which results in a salary increase of not less than one (1) step above
19 former salary.

20 **11. Pay Upon Entry**

21 An employee may be credited for past work experience, clinical expertise, or
22 advanced education, and hired at a wage higher than step one (1) in the job
23 classification upon request by the appointing authority with approval of the
24 Department's Human Resources Manager. Successful applicants will at the time of
25 hire be given a copy of the department's policy concerning step placement and a
26 copy of the worksheet used by the hiring manager to determine the applicant's entry
27 step. A copy of the worksheet will be placed in the employee's personnel file.

28 **12. Nurse Practitioner Certification**

29 An employee may not be classified or paid as a Nurse Practitioner unless the
30 employee holds current certification as such from the Oregon State Board of Nursing
31 (or its successor), and is actually assigned to and does perform Practitioner duties.

1 **13. Lead Assignments**

2 **A. Definition**

3 The Lead Nurse concept is to be utilized when the work situation
4 dictates that the nurse who usually performs the same work as the other nurses in
5 the work unit is, in addition, delegated limited supervisory duties when, in the
6 County's judgment, such duties are not within the scope of the job description.

7 **B. Compensation**

8 When a nurse is assigned by an appropriate supervisor and performs
9 Lead Nurse duties, the nurse will receive a differential of six and one-half percent
10 (6.5%) of the nurse's assigned rate beginning from the first day of such assignment.

11 **14. Retirement**

12 **A. PERS/OPSRP MEMBERSHIP**

13 Employees shall be eligible for participation in the Oregon Public
14 Employee Retirement System (PERS) and the Oregon Public Service Retirement
15 Plan (OPSRP) pursuant to ORS 237 and 238A subject to the terms and conditions of
16 the Agreement, dated February 1, 1982, integrating the Multnomah County
17 Employees' Retirement System and PERS, such Agreement having been entered
18 into between the Public Employee Retirement Board and Multnomah County
19 pursuant to the provisions of ORS 237.051.

20 **B. Sick Leave in Application to Final Average Salary**

21 In accordance with the terms of ORS 238.350, one-half (1/2) the
22 accumulated unused sick leave with pay will be applied to final average salary for the
23 purpose of pension benefit determination.

24 **C. PERS Pick-up**

25 The County shall "pick-up" employee contribution to PERS as provided
26 by ORS 238.205. Should any reason the ORS 238.205 "employer pick-up" no longer
27 be legally available the County shall on the last payroll period of this Agreement
28 increase employee wages by six percent (6%) and return to the limited "pick up"
29 provided for prior to the resumption of PERS pick-up in 1999, including but not limited
30 to the terms of compensation for non-PERS members. Pursuant to ORS 238.205 (5)
31 and (6), the parties agree and acknowledge that employee compensation was

1 reduced in order to generate the funds needed to make these employee contributions
2 to the employee accounts; the employer will file any required notices with the Public
3 Employees Retirement Board.

4 **D. OPSRP Employer Pick-up**

5 The County shall “pick up” the employee contribution to OPSRP as
6 permitted by ORS 238A.335(1). Should for any reason the ORS 238A.335(1)
7 “employer pick-up” no longer be legally available the County shall on the last payroll
8 period of this Agreement increase employees wages by six percent (6%) and return
9 to the limited “pick-up” provided for prior to the resumption of PERS pick-up in 1999,
10 including but not limited to the terms of compensation for non-OPSRP members.
11 Pursuant to ORS 238.335(2)(a) and (3), the parties agree and acknowledge that
12 employee compensation was reduced in order to generate the funds needed to make
13 these employee contributions to the employee accounts; the employer will file any
14 required notices with the Public Employees Retirement Board.

15 **15. Corrections Nursing Premium**

16 An hourly premium of ten percent (10%) of base rate will apply to: (1) all hours
17 paid to employees assigned to one of the correctional facilities on an ongoing basis,
18 or (2) hours worked in one of the correctional facilities outside of the regularly
19 scheduled work hours/days for employees assigned on an intermittent *ad hoc* basis.

20 **16. Weekend Differential**

21 Bargaining unit members will receive a three dollar (\$3.00) per hour weekend
22 differential for each such hour worked on Friday from 9:30 p.m. until midnight, on
23 Saturday, or on Sunday before 9:30 p.m.

24 **17. Overpayments and Payments in Violation of Contract**

25 Any employee receiving unauthorized payments has the obligation to call such
26 error to the attention of the employee’s supervisor.

27 As soon as the overpayment is known, the County will make every effort to
28 recover such overpayments, by payroll deduction over a reasonable period of time as
29 determined by the Department Personnel Director in consultation with the employee.

30 Where an error occurs which results in a negative impact on the employee,
31 upon notification by the employee, and verification by the payroll division, payment in

1 correction of the error shall be made in the employee's paycheck for the current pay
2 period.

3 **18. Longevity Pay**

4 Employees who have ten (10) years of service in positions covered by the
5 ONA bargaining unit shall receive a longevity pay increase one percent (1.0%) above
6 the base step rate the employee would otherwise receive. Longevity pay shall be
7 deemed part of the employee's regular base pay rate.

8 Employees who have twenty (20) years of service in positions covered by the
9 ONA bargaining unit shall receive a longevity pay increase two percent (2.0%) above
10 the base step rate the employee would otherwise receive. Longevity pay shall be
11 deemed part of the employee's regular base pay rate.

12 **19. Bilingual Pay**

13 A differential of four percent (4%) over base rate will be paid to employees in
14 positions which specifically require, and who have been directed to translate to and
15 from English to another language (including the use of sign language) as a condition
16 of employment. The proficiency level for interpretation and translation skills will be
17 assigned by management and contained in an employee's individual position
18 description.

19 **20. Preceptor Differential (Health Department)**

20 A preceptor differential shall be paid to eligible preceptors in the amount of
21 \$2.00 per hour for each hour worked as a preceptor. An eligible preceptor shall be
22 defined as a Health Department bargaining unit member who has completed a health
23 preceptor education program and who has been assigned by their manager to act as
24 a preceptor or is scheduled to complete a health preceptor education program and
25 has been approved by management to act a preceptor. Preceptor differential is for
26 those preceptoring for new employees, current employees changing service area,
27 and students.

28 **21. Corrections Health Agency Nurse Orientation Differential (Health**
29 **Department)**

30 An orientation differential shall be paid to eligible preceptors in Corrections
31 Health in the amount of \$2.00 per hour for each hour worked in orienting agency

1 nurses working in Corrections Health. An eligible preceptor shall be defined as a
2 Health Department bargaining unit member working in Corrections Health who has
3 completed a health preceptor education program and who has been assigned by
4 their manager to act as a preceptor or is scheduled to complete a health preceptor
5 education program and has been approved by management to orient agency nurses
6 working in Corrections Health.

7 **22 Deferred Compensation Plan**

8 Subject to applicable federal regulations, the County agrees to provide a
9 deferred compensation plan that provides for payment at a future date for services
10 currently rendered by the eligible employee. Effective the first of the month following
11 ratification of the agreement by the Board of County Commissioners each new
12 employee will be automatically enrolled in the County's Deferred Compensation
13 program, at the rate of one percent (1%) of their pre-tax wages, unless the employee
14 chooses to opt out.

15 **23. Inclement Weather Essential Assignment Compensation**

16 **A.** Employees in positions that have been designated as Inclement Weather
17 Essential Assignments shall receive two (2) saved holidays, at the number of hours
18 described in Article 7, Section 1.B., on October 16th of each year. An employee who is
19 hired into or transfers into an Inclement Weather Essential Assignment after October
20 16th, but before January 1st of the same fiscal year, will receive two (2) saved holidays
21 effective to the date of their transfer. An employee who is hired into or transfers into an
22 Inclement Weather Essential Assignment on or after January 1st, but before March 15th
23 of the same fiscal year, will receive one (1) saved holiday effective to the date of their
24 transfer. An employee who is hired into or transfers into an Inclement Weather
25 Essential Assignment after March 15th will receive no saved holidays for the fiscal
26 year.

27 **B.** An employee who terminates employment or transfers out of an
28 Inclement Weather Essential Assignment after October 16th, but before January 1st of
29 the same fiscal year, shall have one (1) saved holiday deducted from their accrued
30 leave; if the employee has already used both saved holidays, they will have one (1)
31 vacation day deducted from their accrued leave or will have a negative balance.

1 **C.** An employee that was ineligible for the saved holidays under Section
2 23.A of this article, but who is directed to report to work under Article 14, Section 8.C.
3 shall be paid an hourly premium of twenty percent (20%) of base pay for all hours
4 worked during qualifying inclement weather.

ARTICLE 17

PERFORMANCE EVALUATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

1. All bargaining unit members shall receive a performance evaluation on an annual basis. Clinical nursing reviews, including direct clinical observation, chart reviews and all other clinical practice shall be performed by an appropriate licensed nursing personnel.

2. Evaluations for nurse practitioners and physician assistants shall include input from appropriate providers that share a similar clinical practice. Appropriate licensed nursing personnel shall be present.

3. Evaluations, including observations conducted for the purpose of nursing practice evaluations, for Licensed Community Practical Nurse and Community Health Nurse shall be conducted by appropriate licensed nursing personnel.

4. Bargaining unit employees may use the comment section(s) on the performance evaluation to provide feedback on how management supports their goals.

1 **ARTICLE 18**

2 **PROFESSIONAL STAFF DEVELOPMENT**

3
4 **1. Continuing Education (Upon Completion of Initial Trial Service Period):**

5 **A. Nurse Practitioners and Physician Assistant**

6 **1. Requirements**

7 Each Nurse Practitioner and Physician Assistant will participate
8 in at least, forty (40) hours per year of accredited continuing education activities
9 which are directly related to the employees responsibilities. Records of participation
10 should be submitted at each annual performance evaluation.

11 **2. Education Expenses**

12 **a.** Allocations of bargaining unit travel and training will be
13 determined annually through the budgetary process. Allocation for Nurse Practitioner
14 and Physician Assistant will be equivalent to Physicians. The maximum annual
15 allotment will be proportional to budgeted FTE. The County and Association agree
16 that for purposes of this provision that an .8 FTE or higher is equivalent to a 1.0 FTE.

17 **b.** Tuition, travel, meals and lodging, certification
18 examination fees, books, journal subscriptions and home study courses are all
19 reimbursable expenses. Books and journals purchased through travel and training
20 funds are the property of Multnomah County and must remain at the worksite for the
21 use of all staff members.

22 **c.** Requests for disbursement and/or reimbursement of
23 funds will be submitted for approval to the employee's manager or their designee on
24 the appropriate form.

25 **3. Time Off Requests**

26 **a.** Employee requests will be considered timely if submitted
27 to their manager six (6) weeks prior to the anticipated leave to allow for scheduling.
28 Six (6) week deadline will be waived for units returning from limited duration layoff.
29 Requests submitted after the six (6) week deadline may be approved at the discretion
30 of the manager. Employees will note leave on their TAR. Managers and employees
31 will be responsible for tracking paid leave.

1 **b.** If multiple persons request the same dates off, all involved
2 parties will negotiate which requests take priority based on protocols established at
3 each work site.

4 **4. Paid Leave for Educational Activities**

5 **a.** Each 1.0 FTE will receive up to five (5) working days per
6 year of paid leave for approved CE activities. Employees may receive additional
7 hours at the manager’s discretion. Part-time employees shall receive a prorated
8 amount of paid leave (see below).

9 **b.** Employees working less than 1.0 FTE cannot accumulate
10 paid leave in any given week in excess of their regularly scheduled days that week.
11 In any given week the total number of paid days spent performing regular duties plus
12 paid days on CE leave must equal the total number of regularly scheduled days that
13 week. In other words, employees are paid for their regularly scheduled days that
14 week regardless of how they split their time between clinic and conference.

15 **c.** Employees attending conferences on days they do not
16 normally work may take leave from their regularly scheduled days that same week
17 (flex time). Any such flex time must be taken the same week. It cannot be saved up
18 to be taken at a later time.

19 **d.** The Health Department will make a reasonable effort to
20 support employee attendance at conferences, other educational leave time and
21 County sponsored activities.

22 **e.** Employees will be responsible for accurate entry of time
23 off as “educational leave” on their time sheet. Managers may ask for documentation
24 of attendance if desired.

<u>FTE</u>	<u>CE Required/yr</u>	<u>Paid Leave/yr</u>
.5	5 days	2.5 days
.6	5 days	3 days
.7	5 days	3.5 days
.8	5 days	5 days
.9	5 days	5 days
1.0	5 days	5 days

1 **B. Community Health Nurse and Licensed Community Practical**
2 **Nurses**

3 **1. Eligibility**

4 Each Community Health Nurse and Licensed Community
5 Practical Nurse will be eligible to take up to twenty-four (24) hours paid leave per
6 year (twelve (12) hours for part-time employees) for education activities which are
7 directly related to the employee's responsibilities.

8 **2. Time Off Requests**

9 **a.** Employee requests will be considered timely if submitted
10 to their manager six (6) weeks prior to the anticipated leave to allow for scheduling.
11 Six (6) week deadline will be waived for units returning from limited duration layoff.
12 Requests submitted after the six-(6) week deadline may be approved at the
13 discretion of the manager. Employees will note leave on their TAR. Managers and
14 employees will be responsible for tracking paid leave.

15 **b.** If multiple persons request the same dates off, all involved
16 parties will negotiate which requests take priority based on protocols established at
17 each work site.

18 **2. Unpaid Educational Leave**

19 **A.** After completing one (1) year of service, an employee upon request
20 may be granted a leave of absence without pay for educational purposes at an
21 accredited school when it is related to his or her employment. The period of such
22 leave of absence shall not exceed one (1) year, but it may be renewed or extended
23 upon the request of the employee when necessary.

24 **B.** One (1) year leaves of absence for educational purposes, including any
25 requested extension, shall not be granted more than once in any three (3) year
26 period.

27 **3. Tuition Reimbursement**

28 **A.** The County will reimburse an employee for the cost of tuition for any
29 course of study taken on the employee's own time which, in the County's judgment, is
30 related to the employee's position and will result in improved performance, subject to

1 the County's budgetary limitations and priorities. Preference will be given to
2 reimburse any nurse for courses that are:

3 1. Required as a prerequisite to enroll in a BSN or MSN program,
4 or;

5 2. Required as a part of the nurse's current enrollment in a BSN or
6 MSN program. Employees shall apply for approval of the request for reimbursement
7 at least five (5) days prior to the proposed enrollment. If approved prior to enrollment,
8 the County will make reimbursement within thirty (30) days after proof of satisfactory
9 completion of the course.

10 3. Required for moving from a Licensed Community Practical Nurse
11 to a Registered Nurse/Community Health Nurse.

12 4. All other courses required as a part of maintaining a required
13 license for the employee's position that are not covered by the education expenses
14 allotments in Section 1.A.2.a. of this article.

15 **B.** In addition, employees who have been granted leaves of absence with
16 or without pay for educational purposes to attend conferences, seminars, briefing
17 sessions, or other functions of a similar nature that are intended to improve or
18 upgrade the individual's skill or professional ability, will have the cost of registration
19 and/or incidental expenses paid by the County upon prior approval of the Department
20 head. Priorities for expenditures of any funds under this section shall be established
21 by the County by considering together under the same criteria all pending requests
22 for such funding made by bargaining unit members.

23 **4. In-Service Classes**

24 **A.** In-service classes will continue to be offered and regularly scheduled
25 for employees. Attendance may be required for a particular classification or individual
26 employee. Some attendance may be optional. All in-service classes will be paid at
27 the employee's regular rate of pay unless the training takes place at a time assigned
28 a shift differential. Then employee will be paid at the rate paid for the shift in which
29 the training takes place. Annual needs assessment with bargaining unit members
30 and work teams will be conducted for clinical and practice educational needs.

1 **B.** In an effort to improve the presentation and content of regularly
2 scheduled in-services classes, and upon request by the Association, department
3 representative(s) will consult with Association representative(s) regarding in-service
4 courses presentation and content.

5 **5. Licensing Fees**

6 The County shall pay bargaining unit members' Oregon Nursing Board
7 Licensure Fees for active licenses.

ARTICLE 20
DISCIPLINARY ACTION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

1. Employees may be subject to disciplinary action by oral or written reprimand, demotion, reduction in pay, suspension, or dismissal, or any combination thereof; provided, however, that such action shall take effect only after the appointing authority gives telephonic or written notice to the Association and Grievance Committee. This notice provision shall not apply to oral or written reprimands.

2. Any permanent, non-initial trial service employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to appeal the action solely and exclusively through the Grievance Procedure. The Association may submit such grievance at Step II or Step III of the grievance procedure. The standard of review of disciplinary actions appealed under this sub-section shall be the "in good faith for cause" standard.

3. Any non-initial trial service employee who is given a written or oral reprimand may utilize the first two (2) steps of the grievance procedure (in succession) in order to appeal and solicit modification or withdrawal of the action taken. Any employee who is given a written reprimand shall have the right to have his or her written and dated response placed in his or her personnel file. Any employee may request and have removed from his or her personnel file any written reprimand and/or reference to oral reprimand and any response by the employee which is more than two (2) years old; provided, that no subsequent disciplinary action has been taken (within the two (2) years prior to the date of the request) for reoccurrence of the same or similar problem(s) giving rise to the original reprimand.

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

5. Any employee found to be suspended or discharged without cause shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment, unless otherwise provided by the reinstatement order.

ARTICLE 21
SETTLEMENT OF DISPUTES

1. 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:

A. Step I - Immediate Supervisor

1. After first attempting to resolve the grievance informally, any employee or the Association may present in writing such grievance to the employee's immediate supervisor within fifteen (15) calendar days of the alleged contractual violation; if, at the time of the alleged violation, the employee or the employee's representative is unaware of its occurrence, a grievance may be presented in writing within fifteen (15) calendar days of the time the employee first has knowledge or should have had knowledge of its occurrence.

2. A grievance may not be initiated concerning an event after sixty (60) days have elapsed; however, in no way is this provision to be interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not a single isolated incident).

3. The grievance notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought.

4. The supervisor shall then attempt to adjust the matter and respond, in writing, to the employee or the employee's representative within fifteen (15) calendar days, provided however, that a written request for fifteen (15) calendar days extension presented to the ONA union steward with a copy to the Association representative shall be granted.

B. Step II - Department Director or Human Resources

If the grievance has not been answered or resolved, it may be presented in writing by the employee or the employee's representative to the Department Director or Department Human Resources Unit within fifteen (15) calendar days after the response is due from the supervisor. The Department

1 Director or Department Human Resources Unit shall respond to the employee or the
2 employee's representative, in writing, within twenty-one (21) calendar days.

3 **C. Step III - Labor Relations**

4 If the grievance has not been answered or resolved at Step II, it may be
5 presented, in writing, by the grievant or representative to the County Labor Relations
6 Manager or the Labor Relations Manager's designee, within fifteen (15) calendar
7 days after the response of the department head is due. The Labor Relations
8 Manager, or the Labor Relations Manager's designee(s), shall respond in writing to
9 the grievant or representative within twenty-one (21) calendar days.

10 **D. County Grievances**

11 When the County has a grievance, it may be presented in writing to the
12 Association through the Labor Relations Manager or the Labor Relations Manager's
13 representative. The parties will each then promptly appoint two (2) persons to serve
14 as a Board of Adjustment to consider the grievance of the County and resolve the
15 dispute. If the Board of Adjustment is unable to resolve the dispute within fifteen (15)
16 calendar days of the notification to the Association, then the County may request
17 arbitration under Step V of this Grievance Procedure, by written notice to the other
18 party. This procedure for County grievances is not exclusive and the County
19 expressly retains the right to alternately proceed with any other action, including court
20 proceedings, it may deem in its discretion to be advisable or warranted.

21 **E. Step IV - Arbitration Request**

22 If the grievance has not been answered or resolved at Step III, either
23 party may, within fifteen (15) calendar days after the expiration of time limit specified
24 in Step III, request arbitration by written notice to the other party.

25 **F. Step V - Arbitration**

26 1. After the grievance has been submitted to arbitration, the parties,
27 or their representatives, shall jointly request the Federal Mediation and Conciliation
28 Service for a list of the names of seven (7) arbitrators. The parties shall select an
29 arbitrator from the list by mutual agreement. If the parties are unable to agree on a
30 method, the arbitrator will be chosen by the method of alternate striking of names(s),
31 the order of striking to be determined by lot. One (1) day shall be allowed for the

1 striking of each name. The final name left on the list shall be the arbitrator. Nothing in
2 this section shall prohibit the parties from agreeing upon a permanent arbitrator or
3 permanent list.

4 **2.** The parties agree that no less than five (5) days prior to any
5 scheduled arbitration hearing they will mutually exchange copies of all exhibits
6 intended to be offered at the hearing, except the work product of any attorney or
7 authorized representative involved.

8 **3.** The arbitrator shall be requested to begin taking evidence and
9 testimony within a reasonable period after submission of the request for arbitration,
10 taking into account the schedules of the parties, representatives, and witnesses, as
11 well as that of the arbitrator; and he or she shall be requested to issue his decision
12 within thirty (30) days after the conclusion of testimony and argument. The parties
13 hereby vest the arbitrator with authority to compel the attendance of witnesses on
14 behalf of either party by issuance of a subpoena, the cost of which shall be borne by
15 the party requesting the subpoena.

16 **4.** The arbitrator's decision shall be final and binding, but the
17 arbitrator shall have no power to alter, modify, amend, add to, or detract from the
18 terms of the Contract. The arbitrator's decision shall be within the scope and terms of
19 the Contract and in writing. Any decision of the arbitrator may provide for retroactivity
20 not exceeding sixty (60) days prior to the date the grievance was first filed with the
21 supervisor, and it shall state the effective date of the award.

22 **5.** Expenses for the arbitration shall be borne by the losing party.
23 The "losing party" shall be designated by the arbitrator but shall be one (1) or the
24 other of the two (2) parties to the arbitration.

25 **6.** Each party shall be responsible for compensating its own
26 representatives and witnesses. If either party desires a verbatim recording of the
27 proceedings, it may cause such a record to be made, on the condition that it pays for
28 the record and makes copies available without charge to the other party and the
29 arbitrator.

30 **7.** Any time limits specified in the grievance procedure may be
31 waived by mutual consent of the parties. A grievance may be terminated at any time

1 upon receipt of a signed statement from the aggrieved party that the matter has been
2 resolved.

3 **2. Processing Grievances**

4 Grievance Committee members may investigate and process grievances
5 during working hours, within reasonable limits, without loss of pay, and all efforts
6 shall be made to avoid disruptions and interruption of work. The Association shall
7 provide the County's Office of Labor Relations (or its successor) with a current listing
8 of all Grievance Committee members. The Association shall provide updates of this
9 list as changes occur.

10 **3. County-Association Grievance Meetings**

11 The County Chair, or the County Chair's representative(s), shall meet at
12 mutually convenient times with the Association committee. All such meetings shall be
13 held during normal working hours on County premises without loss of pay and the
14 parties will so schedule such meetings as far as practical to avoid disruptions and
15 interruption of work. The Association committee shall consist of not more than three
16 (3) members selected by the Association.

17 **4. Filing Timelines**

18 Submission at each step of the grievance procedure will be considered timely
19 if they are sent by facsimile, emailed, post-marked or delivered by eleven-fifty-nine
20 (11:59) p.m. of the last day. Failure on the part of the moving party to process
21 grievances within the time limits at any step in accordance with the provisions of this
22 Article shall constitute a waiver of the grievance. Timelines at any stage of the
23 grievance procedure may be extended by mutual agreement between the County
24 and the Association.

ARTICLE 22
GENERAL PROVISIONS

1
2
3
4 **1. No Discrimination**

5 The provisions of this Agreement shall be applied equally to all employees in
6 the bargaining unit without discrimination as to age, marital status, race, color, sex,
7 sexual orientation, creed, religion, national origin, political affiliation, gender identity,
8 gender expression, source of income, familial status, disability or physical and mental
9 handicap unless there are bona fide job-related reasons. In the event the employer's
10 obligations under the Americans with Disabilities Act (ADA) and this agreement
11 conflict, the ADA shall prevail. The Association shall share equally with the County
12 the responsibility for applying the provisions of the Agreement.

13 The County and the Association agree not to interfere with the rights of
14 employees to become members or refrain from becoming members of the
15 Association. The County and the Association further agree that there shall be no
16 discrimination against any employee as a result of an employee's membership status
17 or activity in the Association, provided, that such activity does not interfere with the
18 effectiveness or efficiency of County operations.

19 **2. Rules**

20 The County agrees to furnish each employee in the bargaining unit with a copy
21 of all existing work rules thirty (30) days after they become effective. New employees
22 shall be provided a copy of the rules at the time of hire.

23 **3. Changes in Existing Conditions**

24 The County will solicit and be receptive to the input of the Association
25 regarding any changes in working conditions proposed by the County.

26 **4. Supremacy of Contract**

27 To the extent allowable by law, whenever a conflict arises between this
28 Agreement and Multnomah County Code 3.10 or its successor, this agreement shall
29 prevail.

30 **5. Drug and Alcohol Policy and Procedure**

1 The County's Alcohol and Drug Policy and Procedure is attached hereto as
2 Addendum B, and is deemed part of this agreement.

3 By this reference, the definitions contained in Addendum B are made a part of
4 this Agreement.

5 **6. Contract Orientation and Distribution**

6 **A.** Within thirty (30) days of the signing date of this Agreement, the County
7 will supply the Association with sufficient copies of the Agreement for distribution to
8 all members of the bargaining unit.

9 **B.** As a part of a new employee's orientation, he or she shall be provided
10 with a copy of the Agreement and names of bargaining unit representatives.

11 **C. New Hire Orientation**

12 The County shall provide paid release time to one (1) nurse member of
13 the Association to attend Department new employee orientation sessions. The
14 member shall be allowed thirty (30) minutes to discuss Association membership and
15 activities with newly hired employees. The County will notify the Association
16 bargaining unit chairperson or designee of the schedule for Department orientation
17 sessions.

18 **7. Safety Inspection**

19 As the County Chair's designee, the Chief Human Resources Officer (CHRO),
20 or a member of Central Human Resources designated by the CHRO, or in its own
21 capacity the statutory safety committee shall no less than annually visit and inspect
22 all facilities within the Division of Corrections to which nurses are assigned, for the
23 purpose of identifying and attempting to remedy conditions which may jeopardize the
24 safety of nursing staff.

25 **8. Professional Nursing Care Committee**

26 **A.** The parties agree to support the Professional Nursing Care Committee
27 (PNCC) as a resource. The PNCC will utilize the professional expertise of bargaining
28 unit employees on matters related to patient care and professional development.
29 PNCC representatives may attend PNCC meetings without loss of pay.

1 **B.** The PNCC shall be composed of a minimum of two (2) employees from
2 each job class in the bargaining unit, who are Association members in good standing.
3 The two (2) employees from each job class shall be from different divisions.

4 **9. Contract Work**

5 **A.** Unless mutually agreed, the County will not contract out or subcontract
6 any work now performed by employees covered by this Agreement when such would
7 result in layoff of any bargaining unit employee(s) and the County is unable to find
8 suitable or comparable alternate employment for the employee(s). However, this
9 provision shall not apply to contracting out or sub-contracting work when such was
10 anticipated and considered as a part of the budgeting process and when the
11 Association Representative has been notified of the specific plan and its probable
12 impact at least thirty (30) days prior to adoption of the annual executive budget or
13 formal Board consideration of budget modifications.

14 **B.** The County agrees to meet with the Association to discuss the effect of
15 proposed contracting out or sub-contracting prior to the presentation of the proposal
16 to the County Chair or Board for formal action.

17 **C.** The County further agrees to meet with the Association at its request, to
18 explore the alternative of work force reduction by attrition.

19 **10. Loss of Personal Property**

20 An employee who suffers loss of personal property arising out of the
21 performance of their duties and who has their claim for reimbursement denied by the
22 County, may submit such claim to the Department Human Resources Manager or
23 their designee(s) for review at the next County-Association meeting. In no event will
24 payment be made when the employee's loss is recoverable through any insurance
25 claim available to the employee. Approval of claims shall be subject to agreement by
26 both the Association and the County.

27 **11. Scope of Practice**

28 The County and the Association support nurses practicing within the scope of
29 their license as defined by the Oregon State Board of Nursing and within the job
30 requirements of their position.

ARTICLE 23

SAVINGS CLAUSE AND FUNDING

1. 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.

2. 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. This Section 2 and County action hereunder shall not be subject to the Resolution of Disputes Procedures hereinbefore set out.

1 **ARTICLE 24**
2 **ENTIRE AGREEMENT**
3

4 1. The parties acknowledge that during the negotiations which resulted in this
5 Agreement each had the unlimited right and opportunity to make demands and
6 proposals with respect to any subject or matter not removed by law from the area of
7 collective bargaining, and that the understandings and agreements arrived at by the
8 parties after the exercise of that right and opportunity are set forth in this Agreement.
9 This Agreement constitutes the sole and entire existing agreement between the
10 parties. Except as specifically modified by or treated in this Agreement, all policies,
11 matters, questions and terms affecting unit employees in their employment
12 relationship with the County shall be governed by the rules and regulations of the
13 Human Resources Department, and by Multnomah County Code 3.10 or its
14 successor. The County and the Association for the life of this Agreement each
15 voluntarily and unqualifiedly waives the right, and agrees that the other shall not be
16 obliged, to bargain collectively with respect to any subject or matter referred to or
17 covered by this Agreement, even though such subject or matter may not have been
18 within the knowledge or contemplation of either party or both parties at the time that
19 they negotiated and signed this Agreement.

20 2. **Nothing in this Article shall preclude**

21 A. The parties during the term of this Agreement from voluntarily entering
22 into amendments to the Agreement, or

23 B. The Association and the County Chair, or his or her designee(s) for
24 Labor Relations from voluntarily entering into Memoranda of Understanding,
25 Interpretation, or Exception concerning matters of contract administration, or

26 C. The Association or County from requesting a County Association
27 meeting to discuss matters related to terms and conditions of employment.

28 3. If the County wishes to implement actions that would otherwise violate this
29 agreement, the County and Association shall confer under 2.B above and decide
30 within fourteen (14) days after notice of the proposed action whether to authorize a

- 1 departure from the labor agreement. Such departures shall be for a stated time, with
- 2 a stated scope and purpose, and shall only be by mutual agreement.

ARTICLE 25
TERMINATION

1
2
3
4
5
6
7
8
9
10

This Agreement shall be effective July 1, 2018, and shall remain in full force and effect through the 30th day of June 2021, subject to the reopener exception set forth in Article 11, Section 1.B. This Agreement shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than February 1, 2021, or one-hundred-twenty (120) days prior to any subsequent anniversary date 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 December, 2018.

OREGON NURSES ASSOCIATION

BOARD OF COUNTY COMMISSIONERS
For Multnomah County, Oregon

Michelle Chau
Michelle Chau, LPN, Co-Chair

Deborah Kafoury
Deborah Kafoury, County Chair

Cathy Olsen-Dennis
Cathy Olsen-Dennis, RN, Co-Chair

Sharon Meieran
Sharon Meieran, Commissicner

Joanne Buck
Joanne Buck, RN

Loretta Smith
Loretta Smith, Commissioner

Marcus Cooksey
Marcus Cooksey, NP

Jessica Vega Pederson
Jessica Vega Pederson, Commissioner

Amanda Cort
Amanda Cort, NP

Lori Stegmann
Lori Stegmann, Commissioner

Emily Marx
Emily Marx, RN

NEGOTIATED BY:

Justine Kuunifaa
Justine Kuunifaa, LPN

James Opoka
James Opoka, LR Manager
Multnomah County, Oregon

NEGOTIATED:

Brian Howard
Brian Howard,
Labor Relations Representative,
Oregon Nurses Association

REVIEWED:

Jenny Madkour, County Attorney
For Multnomah County, Oregon
By Kathryn A. Short
Kathryn A. Short
Deputy County Attorney

ADDENDUM A

SALARY SCHEDULE FOR ONA BARGAINING UNIT

Wages effective July 1, 2018

Effective July 1, 2018 the following wage rates shall apply for the steps indicated to employees on the payroll as of the date this agreement is signed by both parties hereto, subject to the Memorandum of Agreement signed by the parties titled "COLA Implementation". Such rates reflect an increase of three point six percent (3.6%) over June 30, 2018 rates.

<u>CLASSIFICATION</u>	1	2	3	4	5	6	7	8	9
LICENSED COMMUNITY PRACTICAL NURSE	23.19	24.04	24.99	25.88	26.84	27.62	28.48	29.31	30.22
COMMUNITY HEALTH NURSE	34.77	36.06	37.42	38.84	39.97	41.18	42.42	43.70	45.01
NURSE PRACTITIONER	48.66	50.63	52.13	53.69	55.30	56.95	58.67	60.43	62.24
PHYSICIAN ASSISTANT	48.66	50.63	52.13	53.69	55.30	56.95	58.67	60.43	62.24

ADDENDUM B
DRUG AND ALCOHOL POLICY

1. General

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

2. Holders of Commercial Drivers Licenses

While references to rules governing holders of Commercial Drivers Licenses (CDL) are included below, they are not comprehensive. CDL holders are responsible for complying with all laws, work rules, or County procedures pertaining to them, in addition to the requirements of this addendum.

3. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

1. While on duty, or on County premises, or operating County vehicles, employees shall obey the work rules listed in "Subsection B" below. As with all work rules, violations may result in discipline per the provisions of Article 20, Disciplinary Action.

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

B. Work Rules

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

Employees shall:

a. Not possess, consume, manufacture, solicit or distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the workplace except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes. Supervisors must be notified when such

1 containers are brought to the workplace. The “workplace” includes vehicles parked
2 on County property.

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

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

8 **d.** Not possess or consume prescription medications without
9 valid prescription.

10 **2. Possession, consumption, and distribution of alcohol and**
11 **drugs while off duty on County premises**

12 Employees shall:

13 **a.** Not use, possess, solicit or distribute illegal drugs.

14 **b.** Not use or distribute alcohol without authorization.

15 **3. Fitness for Duty**

16 Employees shall:

17 **a.** Not report for duty while under the influence of alcohol or
18 drugs. An individual is considered to be “under the influence” of alcohol if a
19 breathalyzer test indicates the presence of alcohol at or above the four-one-
20 hundredths percent (.04%) level. An individual is considered to be “under the
21 influence” of drugs when testing indicates the presence of controlled substances at or
22 above the levels applying to CDL holders.

23 **b.** Not render themselves unfit to fully perform work duties
24 because of the use of alcohol or illegal drugs, or because of the abuse of prescription
25 or non-prescription drugs.

26 **c.** Comply with legally mandated occupational requirements,
27 whether or not they are specifically included in this policy. For example, by law
28 holders of CDL’s may not perform safety sensitive functions, such as driving, at or
29 above the two-one-hundredths percent (.02%) level.

30 **d.** Not be absent from work because of the use of alcohol or
31 illegal drugs, or because of the abuse of prescription or non-prescription medications,

1 except when absent to participate in a bona fide assessment and rehabilitation
2 program while on FMLA and/or OFLA leave.

3 e. Inform themselves of the effects of any prescription or
4 non-prescription medications by obtaining information from health care providers,
5 pharmacists, medication packages and brochures or other authoritative sources in
6 advance of performing work duties.

7 f. Notify their supervisor in advance when their use of
8 prescription or non-prescription medications may impair the employee's ability to
9 perform the essential functions of their position that will result in a direct threat to
10 others. Such employees include, but are not limited to, sworn officers, holders of a
11 Commercial Driver's License, and those handling hazardous equipment or materials.
12 Employees who drive a motor vehicle as part of their job, whether a County vehicle or
13 their personal vehicle, should report when they are taking any medication that may
14 impair their ability to drive.

15 **4. Cooperation with Policy Administration**

16 Employees shall:

17 a. Not interfere with the administration of this drug and
18 alcohol policy. Examples include, but are not limited to, the following: tainting,
19 tampering, or substitution of urine samples; falsifying information regarding the use of
20 prescribed medications or controlled substances; or failure to cooperate with any
21 tests outlined in this policy to determine the presence of drugs or alcohol.

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

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

29 d. Complete any assessments or treatment programs
30 required under this Policy.

1 e. Sign a waiver upon request authorizing treatment
2 providers to disclose confidential information necessary to verify successful
3 completion of any assessment or treatment program required under this policy.

4 f. Disclose promptly (upon the next working day) and fully to
5 the employee's supervisor:

6 i. All drug or alcohol-related arrests, citations,
7 convictions, guilty pleas, no contest pleas or diversions which resulted from conduct
8 which occurred while the employee was on duty, on County property, or in a County
9 vehicle; or

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

14 **C. Levels of Discipline**

15 1. The level of discipline imposed on non-initial trial service
16 employees for violation of the Alcohol and Drug Policy Work Rules above or other
17 violations resulting from the use of alcohol or drugs will be according to the provisions
18 of Article 20, Disciplinary Action.

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

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

- 27 a. carrying firearms
- 28 b. work in the criminal justice system
- 29 c. responsibility for public safety or the safety of coworkers
- 30 d. handling narcotics or other controlled substances
- 31 e. handling hazardous equipment or materials

- 1 f. influencing the behavior of minors
- 2 g. holding a Commercial Drivers License

3 4. The parties acknowledge that County is a zero tolerance
4 employer and considers positive drug and alcohol tests to be terminable offenses. In
5 lieu of termination, the County may offer an employee continued employment under
6 the terms of a last chance agreement if there are mitigating circumstances, such as a
7 substance abuse dependency or other good cause. An example of which a Last
8 Chance Agreement is included as an attachment to this addendum.

9 a. All Last Chance Agreements will, at a minimum, include
10 the terms listed in the sample Last Chance Agreement found in Section 6 of this
11 Article, and will include the below items. Additional terms may be included if
12 appropriate for the situation and unique needs of an employee.

13 i. The requirement that the employee enroll,
14 participate in, and successfully complete a treatment program as recommended by
15 the Substance Abuse Professional;

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

20 iii. The signatures of the employee's supervisor, the
21 employee, and the employee's Union representative.

22 b. The parties understand the offering of a Last Chance
23 Agreement is discretionary by the County, and when such an agreement is offered,
24 the terms are for the duration of the employee's employment with the County. The
25 offer of a Last Chance Agreement will not set precedent for the discipline of other
26 employees in the future. Any discipline incorporated in a Last Chance Agreement
27 may not be grieved under the provisions of Article 21, Grievance Procedure.

28 **D. Mandatory Assessment and Treatment**

29 1. Employees who are disciplined for conduct which is related to
30 the use of alcohol or drugs may be required to undergo assessment and to complete
31 a program of education and/or treatment prescribed by a Substance Abuse

1 Professional selected by the County. Employees who test positive for alcohol or
2 controlled substances may be required to undergo assessment at management's
3 discretion, regardless of whether disciplinary action has been taken or a Last Chance
4 Agreement entered into.

5 **2.** The County will verify employees' attendance, and that the
6 assessment and treatment have been completed. This verification and any other
7 information concerning alcohol and drug dependency will be treated as confidential
8 medical information per applicable state and federal law and County Administrative
9 Procedures.

10 **3.** Policy on the use of leave for assessment and treatment will be
11 the same as for any other illness.

12 **E. Return to Work Testing**

13 Employees who test positive for being "under the influence" of drugs will
14 be required to test negative before returning to work. (Note that Federal law requires
15 CDL holders performing safety sensitive functions to undergo return to work testing
16 after a positive alcohol or drug test.)

17 **4. Testing**

18 **A. Basis for Testing**

19 **1.** All employees may be tested:
20 **a.** based on reasonable suspicion of being "under the
21 influence" of alcohol or prohibited drugs;
22 **b.** before returning to work after testing positive for being
23 "under the influence" of alcohol or drugs;
24 **c.** as part of a program of unannounced follow-up testing
25 provided for in a Last Chance Agreement.

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

29 **3.** Holders of Commercial Drivers Licenses (CDLs) shall be subject
30 to the testing requirements of federal law, in addition to the requirements herein
31 which apply to all employees. For example, unlike other employees, CDL holders will

1 be subject to legally required random testing and testing following certain kinds of
2 accidents.

3 **B. Establishing Reasonable Suspicion**

4 **1. Definition**

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

14 **2. Supervisory training**

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

19 **3. Lead Worker**

20 Lead workers who oversee day to day work activities are
21 "supervisors" for the purposes of establishing reasonable suspicion and directing
22 employees to be tested on that basis. This provision applies to lead workers who
23 supervise or act as lead workers as part of their job description, as well as to those
24 who receive premium pay under Article 16.13, Lead Assignments.

25 **4. Additional precautions**

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

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

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

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

8 **C. Testing Methodology**

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

13 **1. Drug Testing**

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

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

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

29 **ii. Appeals**

30 If an employee disagrees with the results of the
31 alcohol or drug test, the employee may request, in writing, within five (5) days of

1 receipt of test results, that the original sample be re-tested at the employee's
2 expense by the testing laboratory. The result of any such retest will be deemed final
3 and binding and not subject to any further test. Failure to make a timely written
4 request for a retest shall be deemed acceptance of the test results. If an employee
5 requests a retest, any disciplinary action shall be stayed pending the results of the re-
6 testing.

7 **2. Alcohol Testing**

8 **a.** Alcohol tests are conducted using a breathalyzer
9 screening test. Employees who test 0.02 or higher will be required to submit to a
10 confirmation test. Test results will be issued only to the County's Drug and Alcohol
11 Policy Coordinator. The results will be sent by certified mail or hand-delivered to the
12 employee within three (3) working days of receipt of the results by the County.

13 **b.** Alcohol confirmation tests are considered final, they may
14 not be appealed.

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

18 **5. Definitions**

19 **A. Alcohol**

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

22 **B. Controlled Substance**

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

27 **C. County**

28 Multnomah County, Oregon.

29 **D. Drug Paraphernalia**

30 Drug paraphernalia means any and all equipment, products, and
31 materials of any kind, as more particularly defined in ORS 475.525(2), which are or

1 can be used in connection with the production, delivery, or use of a controlled
2 substance as that term is defined by ORS 475.005.

3 **E. Drug Test**

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

6 **F. Drugs**

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

13 **G. Medical Review Officer (MRO)**

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

18 **H. On Duty**

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

24 **I. Prescription Medication**

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

27 **J. Reasonable Suspicion of Being Under the Influence of Drugs or**
28 **Alcohol:**

29 See Section 4.B.1.a above.
30
31

1 **K. Substance Abuse Professional (SAP)**

2 A licensed physician, or licensed or certified psychologist, social
3 worker, employee assistance professional, or addiction counselor with knowledge of
4 and clinical experience in the diagnosis and treatment of alcohol and controlled
5 substance-related disorders.

6 **L. Under the Influence of Alcohol**

7 See Section 3.B.3.a above.

8 **M. Under the Influence of Drugs**

9 See Section 3.B.3.a above.

1 Sample Last Chance Agreement

2

3

LAST CHANCE AGREEMENT

4

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

8

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

14

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

20

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

25

26 4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol
27 testing (urinalysis and breath test) by the County for a period of twenty-four (24)
28 months from the date of this agreement or when I return to work if I am participating
29 in an inpatient treatment program. This time period will increase accordingly if I am
30 absent from work, for any reason, for a cumulative period of one (1) month or more. I

1 understand that if I refuse to take a drug and/or alcohol test or if a test is positive, my
2 employment will be terminated.

3

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

6

7 **6.** It is understood that this agreement constitutes a final warning, and as such,
8 lasts for the duration of my employment at the County. Should I terminate
9 employment, and then return to work in a regular status position with the County, the
10 terms of this Agreement will continue to be in effect.

11

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

15

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

18

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

21

22 **Disciplinary Action**

23 I understand that the disciplinary action imposed in the attached letter may not be
24 grieved under the grievance procedure in the ONA contract.

25

26 **Personal Commitment**

27 I pledge and agree to abide by the terms of this agreement. I understand that a
28 violation of or noncompliance with any of these terms will result in my being
29 terminated without the right to a pre-termination hearing. Further, I pledge to remain
30 free of all illegal drugs and also not to abuse legal drugs (including alcohol). I hereby
31 consent to the County's contacting any treatment or health care provider who may

1 have information on my alcohol or drug dependency condition and/or compliance
2 with the terms of this agreement and authorize the provider to furnish such
3 information to the County.

4
5 I understand the terms and conditions of this letter. I also understand that, except as
6 expressly stated in this agreement, my terms and conditions of employment will be
7 determined by the County's policies and rules, and that this agreement does not
8 guarantee me employment for any set period of time. I have had sufficient time to
9 study it away from the workplace and to consult anyone I desire about it. I sign it free
10 of any duress or coercion. This letter will become part of my personnel file.

11
12 _____
13 (Employee) (Date) (Exempt Employee With (Date)
14 Disciplinary Authority)**

15
16 _____
17 (Labor Representative) (Date) (Employee's Immediate (Date)
18 (optional) Exempt Supervisor***)

19
20 _____
21 (Multnomah County (Date)
22 Labor Relations, if applicable*)

23
24 Footnotes:

- 25 * Necessary only if terms of the Labor Agreement are waived or excepted.
26 ** Always necessary.
27 *** Optional in cases in which immediate supervisor does not have termination
28 authority.

INDEX

A:

Accrual of Benefits During Unpaid Leaves, Other Leaves	32
Accrual, Sick Leave	24
Accrual, Vacation Leave	21
Addendum A, Salary Schedule for ONA Bargaining Unit	117
Addendum B, Drug and Alcohol Policy	118
Association Security and Check Off	10

B:

Bereavement Leaves, Other Leaves	31
Bilingual Pay	94
Bulletin Boards	13
Bumping	69

C:

Changes in Existing Conditions, General Provisions	109
Charging, Vacation Leave	22
Contract Orientation and Distribution, General Provisions	110
Contract Negotiations	11
Contract Work, General Provisions	111
Contractual Benefits, On-call and Temporary Employees	7
Continuing Education	98
Corrections Nursing Premium, Wages	93

D:

Defense and Indemnification	56
Default Enrollment, Health and Welfare	40
Deferred Compensation Plan, Wages	95
Definitions	2
Definition and Allowable Use, Sick Leave	23
Definitions, Affected FTE Status	57
Definitions, Affected Department	57
Definitions, Affected Work Unit	57
Definitions, Available Vacancy	57
Definitions, Bump	57
Definitions, Classification Previously Held	57
Definitions, Equivalent Classification	58
Definitions, Equivalent Transfer	58

Definitions, FTE Status	58
Definitions, Higher Classification	58
Definitions, Inactive Layoff Status	58
Definitions, Layoff	58
Definitions, Limited Duration Layoff	58
Definitions, Lower Classification	58
Definitions, Regular Status	58
Definitions, Transfer	59
Definitions, Work Unit	59
Dependent Care Expenses, Health and Welfare	50
Disability Insurance, Health and Welfare	51
Disciplinary Action	104
Drug and Alcohol Policy, Addendum B	118
Drug and Alcohol Policy and Procedure	109

E:

Effect of Bumping or Recall on Wages and Benefits, Seniority	69
Eligible Dependents, Health and Welfare	40
Employee Contribution, Health and Welfare	38
Employment Status	103
Employment Status, Extension of Initial Trial Service Period	103
Employment Status, Resignations	103
Employment Status, Termination Interviews	103
Entire Agreement	113
Extension of Initial Trial Service Period	103

F:

Filling of Vacancies	74
Filing Timelines	108
Fitness for Duty - Sick Leave	30
Five Day Work Week, Holidays	18
Flexible Spending Accounts - Medical Expenses	50
Four Day Work Week, Holidays	18
Funding, Savings Clause and Funding	112

G:

General Provisions	109
General Provisions, Changes in Existing Conditions	109
General Provisions, Contract Orientation and Distribution	110
General Provisions, Contract Work	111
General Provisions, Loss of Personal Property	111
General Provisions, No Discrimination	109
General Provisions, Nurse Employment Relations Committee	110
General Provisions, Rules	109
General Provisions, Safety Inspection	110

General Provisions, Supremacy of The Contract	109
Grievance Procedure, Settlement of Disputes	105

H:

Health and Welfare	33
Health and Welfare, Disability Insurance	51
Health and Welfare, Eligible Dependents	40
Health and Welfare, Flexible Spending Accounts	50
Health and Welfare, Life Insurance	50
Health and Welfare, Long Term Disability Insurance	51
Health and Welfare, Medical and Dental Benefits	30
Health and Welfare, Part–Time Nurses	30
Health and Welfare, Retiree Medical Insurance	47
Holidays	17
Holiday During Leave	19
Holiday Observance	18
Holiday Pay	19
Holiday Work	19
Hours of Work	76
Hours of Work, Meal and Rest Periods	76
Hours of Work, Normal Work Day	76
Hours of Work, Uniform Time Charging Provisions	78
Hours of Work, Weekend Provisions in 24-Hour Facilities	78
Hours of Work, Work Schedules	77
Hours of Work, Work Week	76

I:

Improper Use of Sick Leave, Sick Leave	25
Inclement Weather and Natural Disaster Policy	79
In-Service Classes	101
Irregular Scheduling, Holidays	19

J:

Jury Duty, Other Leaves	32
-------------------------	----

L:

Last Chance Agreement	129
Lead Assignments, Wages	92
Leaves of Absence, Other Leaves	31
Licensing Fees	102
Life Insurance, Health and Welfare	50
Longevity Pay, Wages	94
Long Term Disability Insurance, Health and Welfare	51
Loss of Personal Property, General Provisions	111

M:

Major Medical Plan Rebates, Health and Welfare	38
Maintenance of Membership	10
Managerial Employees, Definitions	4
Management Rights	9
Meal and Rest Periods, Hours of Work	76
Medical-Dental, Health and Welfare	33
Military Service, Other Leaves	32

N:

No Discrimination, General Provisions	109
Normal Work Day, Hours of Work	76
No Strike and Lockout	16
Nurse Practitioner Certification, Wages	91
Nurse Employment Relations Committee	12

O:

Occupational Exposure, Sick Leave	30
On-Call and Temporary Employees	6
Opt-Out - Wavier of Benefits, Health and Welfare	38
Other Leaves	31
Other Leaves, Accrual of Benefits During Unpaid Leaves	32
Other Leaves, Bereavement Leave	31
Other Leaves, Jury Duty	32
Other Leaves, Leaves of Absence	31
Other Leaves, Parental Leave	32
Other Leaves, Military Service	32
Other Sick Leave Provisions, Sick Leave	30
Overpayment	93
Overtime, Wages	85

P:

Parking, Wages	89
Parental Leave	32
Part-Time Employee Holidays, Holidays	18
Part-Time Nurses, Health and Welfare	34
Payments in Error and Payments in Violation of Contract	93
Pay Upon Entry, Wages	91
Pay Upon Promotion, Wages	91
Performance Evaluation	97
Personal Holidays	20
Preamble	1
Preceptor Differential	94
Premium Calculations	38
Premium Reimbursement for Part-Time employees, Health and Welfare	39
Processing Grievances, Settlement of Disputes	108
Professional Staff Development	98

R:

Reassignment, Bumping, and Layoff Procedures During a Reduction or Reorganization of the Work Force, Seniority	61
Recall Lists, Seniority	67
Recognition	6
Recognized and Observed Holidays, Holidays	17
Reimbursement or Required Use of Personal Automobile, Wages	88
Reporting, Recognition	8
Reporting Pay, Wages	88
Resignations, Employment Status	103
Rest Between Shifts	86
Retiree Medical Insurance, Health and Welfare	47
Retirement, Wages	92
Rules, General Provisions	109
Rules Governing Determination of Seniority, Seniority, Layoff Filling of Vacancies, Seniority	59
	74

S:

Safety Inspection, General Provisions	110
Salary Schedule for ONA Bargaining Unit, Addendum A	117
Savings Clause and Funding	112
School Base, Seniority	70
Seniority	3
Seniority, Definitions	57
Seniority, Effects of Bumping and Recall On Wages and Benefits	69
Seniority, Filling of Vacancies	74
Seniority, Reassignment, Bumping and Layoff Procedures During a Reduction or Reorganization of The Work Force	61
Seniority, Recall Lists	67
Seniority, Rules Governing Determination of Seniority	59
Settlement of Disputes	105
Settlement of Disputes, County-Association Meetings	108
Settlement of Disputes, Filing Timelines	108
Settlement of Disputes, Grievance Procedure	105
Settlement of Disputes, Processing Grievances	108
Shift Differential, Wages	85
Sick Leave	23
Sick Leave, Definition and Allowable Use	23
Sick Leave, Fitness for Duty	30
Sick Leave, Parental Leave	24
Sick Leave, Limitation on Use	29
Sick Leave, Usage Problems	26
Sick Leave, Occupational Exposure	30
Sick Leave, Other Provisions	30
Signature Page	116

Stand-By and Call-Back Pay, Wages	87
Successor Plans and Carriers	39
Supervisory Employees	5
Supremacy of Contract, General Provisions	109

T:

Table of Vacation Accrual Rates	21
Temporary and On-Call Employees, Recognition	6
Termination	115
Termination Interviews, Employment Status	103
Termination or Death, Vacation Leave	22
Transit Subsidy, Wages	90
Tuition Reimbursement, Professional Staff Development	100
Twenty Four Hour Operations, Holidays	19

U:

Uniform Time Charging Provisions, Hours of Work	78
Unit Definition, Recognition	6
Unpaid Education Leave	100
Use of Sick Leave During Leave	25

V:

Vacation Leave, Accrual	21
Vacation Leave, Termination or Death	22
Vacation Times, Vacation Leave	22
Visit By Association Representatives	13

W:

Wages	83
Wages, Bilingual Pay	94
Wages, Corrections Nursing Premium	93
Wages, Lead Assignments	92
Wages, Longevity Pay	94
Wages, Nurse Practitioner Certification	91
Wages, Overtime	85
Wages, Parking	89
Wages, Pay Upon Entry	91
Wages, Pay Upon Promotion	91
Wages, Payments in Error and Payments In Violation of Contract	93
Wages, Reimbursement for Required Use of Personal Automobile	88
Wages, Reporting Pay	88
Wages, Retirement	92
Wages, Shift Differential	85
Wages, Stand-By and Call-Back Pay	87
Wages, Transit Subsidy	90

Wages, Weekend Differential	93
Wages, Work in Higher Classification	85
Weekend Provisions in 24-Hour Facilities, Hours of Work	78
When Benefits Coverage Begins and Ends	44
Work Schedules, Hours of Work	77
Work Week, Hours of Work	76
Workers Compensation and Supplemental Benefits	53

This Page Intentionally Left Blank