
2012 - 2015



AGREEMENT

between

Multnomah County, Oregon

and

Oregon Nurses Association

ONA Oregon
Nurses
Association
Voice of Oregon Nurses Since 1904

2012-2015
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
OREGON NURSES ASSOCIATION



LABOR RELATIONS SECTION
501 SE HAWTHORNE BLVD., SUITE 300
PORTLAND, OR 97293-5135
(503) 988-5015
FAX (503) 988-5670

This document is available in accessible format upon request

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1 **2012 - 2015**
2 **AGREEMENT**
3 **Between**
4 **MULTNOMAH COUNTY, OREGON**
5 **And**
6 **OREGON NURSES ASSOCIATION**

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8
9
10 **ARTICLE 1**

11 **PREAMBLE**
12

13 This Agreement is entered into by Multnomah County, Oregon, hereinafter
14 referred to as the County, and the Oregon Nurses Association, hereinafter referred to
15 as the Association. The purpose of this Agreement is to facilitate the achievement of
16 improved health services by setting forth those matters pertaining to rates of pay,
17 hours of work, fringe benefits, and other conditions of employment, consistent with
18 the County's objective of providing services to the people of Multnomah County that
19 are beneficial to the quality of life in this community. The parties are committed to the
20 process of continuous quality improvement and to jointly providing leadership in
21 implementation of efforts aimed at excellent customer service. However, the parties
22 mutually desire to preserve their respective roles in the collective bargaining process,
23 and will continue to bargain collectively those issues that are normally dealt with in
24 that process.

25 The parties agree as follows:

ARTICLE 2
RECOGNITION

1. Unit Definition

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

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

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

2. Probationary Employees

Probationary employees shall be entitled to all contractual benefits except as specifically provided otherwise in this Agreement.

3. On-Call and Temporary Employees

A. Pay upon Entry

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

B. Step Increases

On-call employees shall be eligible for a step increase upon completion of two-thousand-eighty-eight (2,088) hours of employment and satisfactory performance evaluation. Step increases shall continue to be granted based on each additional two-thousand--eighty-eight (2,088) hours of satisfactory employment. Former employees hired for on-call positions shall be placed at the same Step at which they were last employed.

C. Contractual Benefits

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

1. Payment at the minimum of Step 1 for the classification to which the employee is hired,
2. Shift differential (Article 15.2),
3. Subject to the limitations of Article 13, section 6, subsection K, a differential in lieu of benefits in the amount of two dollars (\$2.00) per hour.
4. Overtime (Article 15.4), except that on-call nurses who work in excess of eight (8) hours on a shift in a facility for which nurses are under the supervision of corrections nursing shall be paid at the overtime rate of one and one-half (1 ½) the regular straight-time rate for such excess hours, but overtime pay shall not be paid twice to such employee for the same hours; and
5. Holiday compensation at one and one half (1 1/2) times the normal hourly wage for the following holidays:
 - New Years Day;
 - 4th of July;
 - Thanksgiving; and
 - Christmas Day
6. No discrimination (Article 21.2);
7. Corrections Premium (Article 15.15);
8. Weekend differential (Article 15.16) applicable only when employees are assigned to one of the correctional facilities;

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

4 10. Settlement of Disputes (Article 20), strictly limited, however, to
5 enforcement of Article 2., Section 3.A. (1 – 9), of this Agreement.

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

8 **D. Reporting**

9 The Association may request periodic reporting by the Health
10 Department relating to patterns of use and compensation of temporary, part-time
11 (less than twenty (20) hours per week) and on-call employees. The parties further
12 agree that the County shall make every effort to employ permanent full and part-time
13 employees over on-call and temporary employees, pursuant to Article 13.7.B.

ARTICLE 3
MANAGEMENT RIGHTS

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the department, determining the levels of service and methods of operation including the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, 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 4

ASSOCIATION SECURITY AND CHECK OFF

1. All employees covered by this Agreement who are Association members on its signing date shall either maintain membership in the Association or at the employee's option pay a "fair share" service fee in lieu of dues. All Registered Nurse employees covered by this Agreement who are not Association members on its signing date and new employees hired after that date shall either become members and maintain membership in the Association or at the employee's option pay a "fair share" service fee in lieu of dues. All Licensed Practical Nurse employees covered by this Agreement shall have thirty (30) days from the date of the signing of this Agreement or date of hire, whichever is later, in which to contribute a "fair share" service fee to the Association.

2. The County agrees to deduct once each month from the pay of employees covered by this Agreement as applicable:

A. The Association membership dues of those Association members who individually request such deductions in writing; or

B. A monthly "fair share" service fee, in lieu of dues from any employee who is a member of the bargaining unit and who chooses not to become a member of the Association after thirty (30) days from the signing date of this Agreement or after thirty (30) days of having become an employee, whichever is later.

3. The amount of monthly "fair share" service fee shall be:

A. For Registered Nurses an amount as established by the Association, and permitted by law.

B. For Licensed Practical Nurses an amount established by the Association, and permitted by law.

The Association expressly agrees that no funds derived from the "fair share" service fee, in lieu of dues, shall be expended for political purposes of the Association.

4. The amounts to be deducted shall be certified by the Association to the County, and the aggregate deductions of all employees shall be remitted, together

1 with an itemized statement to the Association by the first day of the succeeding
2 month after such deductions are made.

3 5. The Association expressly agrees that it will safeguard the rights of
4 non-Association employees, based upon bona fide religious tenants or teachings of a
5 church or religious body of which such employee is a member and as to any such
6 employee such sums paid by such employee equivalent to regular Association dues
7 and the "fair share" service fee in lieu of dues, shall be paid to a non-religious charity
8 mutually agreed upon by the employee making such payment and the Association.
9 Payment may be made either through payroll deduction to the Association for
10 distribution to the charity or, the employee may request that such in lieu of dues "fair
11 share" service fee not be deducted and shall make such payment directly to a charity
12 as heretofore stated and shall furnish written proof to the Association and the County,
13 when requested, that this has been done.

14 6. Within thirty (30) days after the execution of this Agreement and monthly
15 thereafter for the term of this Agreement, the County shall provide the Association
16 electronically with a master listing of all Bargaining Unit Employees who are subject
17 to the provisions of this Agreement. Such listing shall contain the names of the
18 employees, along with their job classifications, work locations for full-time and part-
19 time employees, home addresses, home phone number, SAP number, and dates of
20 employment. Each month subsequent to the establishment of the master list, the
21 County shall forward to the Association electronically the names, job classifications,
22 work locations for full-time and part-time employees, home addresses, dates of
23 employment, and SAP number of all new employees covered by this Agreement and
24 of all employees who terminated from the bargaining unit during the month. The
25 Association shall advise the County's Human Resources Director of the address to
26 which the listings are to be sent. Whenever an employee has not joined the
27 Association within thirty (30) days after employment as described in Section 2,
28 Subsection (B) above, the Association shall give written notice to the County's
29 Central Payroll Office and shall deliver a copy to the affected employee. Deduction
30 of the service fee pursuant to Section 2, Subsection (B) above shall be made on the
31 first payday of each month, but no deduction shall be made in the absence of correct

notification from the Association as provided under this section. Deduction of Association dues authorized by the employee under Section 2, Subsection (A) above shall be made on the first payday of each month.

7. Contract Negotiations

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

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

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

D. Prior to negotiations, representatives of the County's and Union's negotiating teams will jointly establish other necessary general negotiating ground rules.

ARTICLE 5

NO STRIKE AND NO LOCKOUT

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

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

ARTICLE 6
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:

- New Year's Day (January 1st)
- Rev Dr. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
- Presidents Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25th), or with approval of the supervisor, this day may be traded for any other 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.
- Four (4) hours of flexible holiday time to be used between Thanksgiving and New Year's Day, or for any religious holiday during the fiscal year, provided the employee gives two (2) weeks notice and has the consent of his/her supervisor . If the supervisor determines that holiday usage/requested is impractical, the employee will be credited with four (4) hours of personal holiday time, per Section 6 below.

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.

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

2. Holiday Pay

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

3. Holiday Observance

A. Five Day Work Week

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

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

B. Four Day Work Week

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

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

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

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

C. Irregular Scheduling

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

D. Twenty-four-hour Operations

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

4. Holiday during Leave

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

1 **5. Holiday Work**

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

10 **6. Personal Holidays**

11 **A. Accrual**

12 Personal holidays may be accrued in lieu of:

- 13 1. Four (4) hours of flexible holiday time as provided in Section 1.A
14 above;
- 15 2. The Personal Holiday provided in Section 1.A above;
- 16 3. A holiday which an employee takes as a regular unpaid day off
17 as provided in Section 3.D, "Twenty-four-(24) hour Operations" above;
- 18 4. A holiday on which an employee works as provided in Section 5,
19 "Holiday Work," above.

20 **B. Other Applications**

21 The provisions of Section 6.C below on the use of personal holidays will
22 also apply to:

- 23 1. A religious holiday taken in lieu of Christmas as provided in
24 Section 1.A above;
- 25 2. Sick leave converted to paid days off as provided in Article 8,
26 Section 5.

27 **C. Use of Personal Holidays**

28 A personal holiday shall be a day off available at the discretion of the
29 employee with the consent of the employer. Personal Holiday time will be charged in
30 accordance with the uniform time charging provisions of Article 14.6.

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

ARTICLE 7
VACATION LEAVE

1. Accrual

Each full-time employee is entitled to and shall earn annual vacation leave credit from the first full calendar month of employment. However, employees are not entitled to any leave with pay until they have been employed for a period of six (6) calendar months (1,044 hours). Employees will not accrue vacation leave during a leave of absence without pay. Vacation credits shall be earned in accordance with the following schedule (years and days cited are for general guidance only):

A. Less than Five Years - Twelve (12) Days Per Year Less than 10,440 straight time hours of continuous service, 0.0462 hours per straight time hour worked, or on paid leave cumulative to two-hundred-twenty-four (224) hours. After six (6) months of service, an employee shall be entitled to six (6) days (i.e., forty-eight (48) hours) vacation.

B. Five Years but less than Ten Years - Seventeen (17) Days Per Year 10,440 straight time hours, but less than 20,880 straight time hours of continuous service, 0.0654 hours per straight time hour worked, or on paid leave cumulative to two-hundred-seventy-two (272) hours.

C. Ten Years but less than Fifteen Years - Twenty-Two (22) Days Per Year 20,880 straight time hours, but less than 31,320 straight time hours of continuous service, 0.0846 hours per straight time hour worked, or on paid leave cumulative to three-hundred-fifty-two (352) hours.

D. Fifteen Years or More - Twenty-Seven (27) Days Per Year 31,320 or more straight time hours of continuous service, 0.1038 hours per straight time hour worked, or on paid leave cumulative to four-hundred-thirty-two (432) hours.

2. Part-time

Part-time regular employees shall accrue in accordance with the schedule stated in Section 1, provided that seniority for accrual purposes shall be based strictly on straight time hours worked, or on paid leave in County service and not years of service. For example, based on FY 98-99 accrual rates, an employee working twenty

(20) hours per week for twenty (20) years would have 20,880 hours of service and thus be eligible to accrue at 0.0846 hours per straight time hour worked, or on paid leave. After six (6) months, vacation credits shall be used in accordance with the uniform time charging provisions of Article 14.

3. Vacation Times

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

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

4. Termination or Death

After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or the employee's heirs, whichever the case may be.

ARTICLE 8
SICK LEAVE

1. Paid Sick Leave

A. Definition and Allowable Use

Sick leave is a leave of absence with pay which may be used when the employee is directly affected by any of the health conditions listed below, or when specified others are affected by the conditions listed, and require the employee's care.

1. Specified others

- a. Members of the employee's immediate household; or
- b. The employee's spouse, parents, or children as defined in the federal Family and Medical Leave Act (hereafter referred to as the "FMLA"); or
- c. The employee's parents-in-law as defined in the Oregon Family Leave Act (hereafter referred to as "OFLA"); or
- d. The employee's domestic partner as designated in an Affidavit of Domestic Partnership submitted to Employee Benefits; or
- e. The children and parents of such domestic partner, defined as if the domestic partner was the employee's spouse.

2. Covered health conditions

- a. Any condition covered by FMLA or OFLA; or
- b. Any other illness, injury, or quarantine based on exposure to contagious disease; or
- c. Medical and dental appointments

3. Parental leave

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

4. Occupationally related conditions

Use of sick leave for occupationally related conditions is limited

to the provisions of Article 11, Workers Compensation.

B. Accrual

Employees shall accrue sick leave at the rate of .0461 hours for each straight time hour worked or on paid leave. Sick leave may be accrued on an unlimited basis.

C. Use of Sick Leave During Leave

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

2. Use and Misuse of Leave for Sick Leave Purposes

A. Counting Against FMLA, OFLA Entitlements

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

B. Legitimate Use

1. Verification of use

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

b. Management may require medical verification of absence due to non-FMLA and non-OFLA covered illness or injury under the following conditions:

- i. the employee has been absent for more than three days; or
- ii. the employee has exhausted all sick leave; or
- iii. the employee has had five (5) or more events with less than twenty-four (24) hours notice in a six (6) month period; or

iv. management reasonably believes that the absence may not be bona fide.

2. Discipline

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

a. Abuse of sick leave

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

b. Use of accrued sick leave

i. Use of accrued sick leave, without abuse of such leave, will not be cause for discipline.

ii. When the intermittent use of accrued sick leave or other paid or unpaid leave used in lieu of sick leave interferes significantly with an employee's ability to perform the duties of his or her job, management may do the following (subject to the requirements of law, including, but not limited to, the FMLA):

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

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

c. Excessive absenteeism

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

i. Any legal requirements, including, but not limited to those of the FMLA or the ADA.

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

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

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

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

C. Sequencing of Leaves

The use of vacation leave, saved holiday time, compensatory time, and leave without pay is subject to approval by management according to the requirements of Articles 6, 7, 9, and 15, respectively. However, unless otherwise required by law, forms of leave shall be used and exhausted in the following sequences:

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

a. Sick leave until it is exhausted;

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

c. Leave without pay.

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

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

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

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

b. Leave without pay

D. Limitations on the Use of Leave Without Pay in Lieu of Sick Leave

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

1 **1. Continuous leave**

2 In the event of a continuous leave of absence without pay in
3 excess of any legal requirement of the FMLA or OFLA, the County may require from
4 the employee's physician, and/or arrange for the employee to see a physician
5 selected by the County to examine the employee and provide a statement of the
6 disability, current condition, and the anticipated length of current absence. If the
7 County requires the employee to see a physician it has selected, it will pay the costs.
8 If deemed necessary by the County, such an examination shall be repeated every
9 thirty days. If management determines that continued leave would not be in the best
10 interest of the County, then any resulting termination would be subject to review
11 under the just cause standard as to the reasonableness of this determination.
12 Following six months of leave without pay, to include time spent on unpaid FMLA
13 and/or OFLA leave, any extension of the leave shall be deemed permissive on the
14 part of the County and if the employee's leave is not extended, and the employee
15 does not return to work, the employee will be deemed to have resigned.

16 **2. Intermittent leave**

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

- 25 a. Approve a similar pattern of intermittent use of unpaid
26 leave for a specified period followed by another evaluation; or
27 b. Put the employee on a work plan to manage the use of
28 leave without pay, followed by disciplinary action if the plan is not successfully
29 completed; or
30 c. Proceed with the disciplinary process.

1 **3. Fitness for Duty**

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

7 **4. Occupational Exposure**

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

13 **5. Conversion of Sick Leave**

14 Based upon accrual as of July 1 each fiscal year, employees shall be allowed
15 to convert sick leave in accordance with the following schedule:

16 A. After one year's service, an employee may convert two (2) days
17 accrued sick leave to two (2) additional personal holidays each fiscal year.

18 B. When an employee has accrued three-hundred-sixty (360) hours sick
19 leave, he or she may convert three (3) days accrued sick leave to three (3) additional
20 personal holidays each fiscal year.

21 C. When an employee has accrued seven--hundred-twenty (720) hours
22 sick leave, he or she may convert four (4) days accrued sick leave to four (4)
23 additional personal holidays each fiscal year.

24 D. When an employee has accrued one thousand (1000) hours sick leave,
25 he or she may convert five (5) days accrued sick leave to five (5) additional personal
26 holidays each fiscal year.

27 E. When an employee has accrued one-thousand-two-hundred-eighty
28 (1280) hours sick leave, he or she may convert six (6) days accrued sick leave to six
29 (6) additional personal holidays each fiscal year.

1 **6. Other Sick Leave Provisions**

2 Sick leave shall be charged in one quarter hour increments in accordance with
3 the uniform time charging provisions of Article 14.6.

ARTICLE 9
OTHER LEAVES

1. Leaves of Absence

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

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

2. Bereavement

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

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

A: parents

B: step-parents

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.

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 Maternity and adoption leave without pay shall be granted at the request of the
20 employee; PROVIDED, that the combination of such unpaid leave and paid parental
21 leave provided under Article 8, section 5 of this Agreement shall not exceed a total of
22 six (6) months leave. Such unpaid leave may be extended or renewed for a period
23 not to exceed six (6) months.

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 10
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 July 1, 2012 – December 31, 2012 each eligible Full-Time active enrolled employee's monthly contribution for the purchase of medical benefit plan coverage (which includes vision and prescription coverage) will be calculated as a percentage of the total monthly premium by tier as follows:

Full-Time Employees		
Medical Plan	County Contribution	Employee Contribution
ODS Plus Plan	90%	10%
ODS Preferred Plan	95%	5%
ODS Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	95%	5%

Effective January 1, 2013 each eligible Full-Time active enrolled employee's monthly contribution for the purchase of medical benefit plan coverage (which includes vision

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

Full-Time Employees		
Medical Plan	County Contribution	Employee Contribution
ODS Platinum Plan	93.25%	6.75%
ODS Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	95%	5%

3
4 **b. Part-Time Employees**

5 Effective July 1, 2012 – December 31, 2012 the County
6 will provide the ODS Major Medical Plan at no cost to part-time employees. The part-
7 time employee's monthly contribution rate for the Kaiser Maintenance Plan will equal
8 ten percent (10%) of the total monthly premium for the Kaiser Maintenance Plan.
9 Otherwise, part-time employees may elect to purchase one of the other
10 medical/vision/prescription plans available through the County and part-time
11 employee will pay the difference in cost between the County's allowance for the
12 Major Medical Plan and the cost of the selected plan based on coverage level
13 (single, two-party, or family). The County will provide an additional fifty dollars (\$50)
14 monthly premium subsidy to part-time employees who enroll in either the Kaiser
15 HMO Plan or the ODS Preferred PPO Plan, regardless of tier.

16 Effective January 1, 2013 each eligible Part-Time active enrolled
17 employee's monthly contribution for the purchase of a medical benefit plan coverage
18 (which includes vision and prescription coverage) will be calculated as a percentage
19 of the total monthly premium by tier is as follows:
20
21
22
23
24

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

3. Dental Benefit Plan Contributions

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

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

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

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

B. Health Care Cost During the Term of Agreement

Association and the County recognize the increase cost in health care to be a major concern. In an effort to collaborate together over quality health plans, design changes and increasing costs, beginning January 2013, the parties agree to participate on an Employee Benefits Advisory Team (EBAT) with such other County employee bargaining units as agree to participate to review and consider health plans, design changes and cost sharing features. The EBAT will be advisory only, and will report member recommendations to the County Chair. EBAT does not preclude the parties from entering into any Memoranda of agreement (MOA) authorizing mutually agreed upon plan changes signed by the appropriate Multnomah County authorized representative and an authorized representative employed by the Association. The Association will be entitled to two nurse representative members on the EBAT in addition to the presence of the assigned labor relations representative as necessary from the Oregon Nurses Association. The County agrees to notify the Association any time there is a proposed change in plan cost, change in plan designs by any other bargaining unit or any optional changes proposed by carriers that would impact plan design cost or plan designs. The County agrees to meet with the Association when ever the Association requests to meet regarding proposed changes in plan cost,-changes in plan designs by other bargaining units or changes offered by carriers that would impact plan designs. Changes in plans or plan designs which are mandatory due to carrier changes, and which cannot be resolved by a meeting, shall be subject to impact bargaining only. Mandated coverage changes due to Federal or State laws, rules, or regulations shall be presented to the Association but will be implemented by the County as required by law.

Beginning January 30, 2014, Article 10 shall be reopened for negotiations, including but not limited to plan design changes, the number of plans available, and employee cost sharing features. The reopener of Article 10 will be subject to the same rules and bargaining process that pertains to full contract successor negotiations, e.g., Article 4, Section 7 (A-D) will be applied and the terms of Article 5

(No Strike-No Lockout) will be suspended with regard to any dispute relating to Article 10.

C. Premium Calculations

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

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

D. Employee Contribution

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

E. Major Medical Plan Rebates

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

G. Opt-Out of Medical Plan Benefits

1. Employees may elect to Opt Out of the County's medical benefit plan coverage by making that election on their Benefit Enrollment form. Employees making such election must provide proof of other group medical benefit plan coverage in order to make the Opt Out election. Employees will not be eligible to change their election until the County's official annual open enrollment period, unless the employee experiences an IRS recognized family status change event that would

1 allow a mid-year health plan election change or qualifies for Special Enrollment under
2 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
26 available, the County agrees that the overall existing level of benefits for each plan
27 will not be 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
6 Major Medical plan or opt out. Any such premium reimbursements made to the
7 employee 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
11 TX01 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
17 to Opt-Out or enroll into the medical and dental benefit plans described in Section A
18 will be enrolled by default in the County's Major Medical plan and ODS 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
27 default plan if the employee submits application requesting dependent enrollment
28 within fifteen (15) days of date default enrollment notice is issued.

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

2 **1. Spouses and domestic partners**

3 **a. Definitions**

4 i. A “spouse” is a person to whom the employee is
5 married under Oregon law.

6 ii. A “domestic partner” is a person with whom the
7 employee:

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

13 (b) Has a close personal relationship.

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

16 (1) Are not legally married to anyone;

17 (2) Are each eighteen years of age or
18 older;

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

21 (4) Were mentally competent to contract
22 when the domestic partnership began;

23 (5) Are each other’s sole domestic
24 partner;

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

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

29 Employee may enroll spouse or domestic partner in
30 County medical and dental plans upon completion of the County’s Affidavit of
31 Marriage or Domestic Partnership and applicable enrollment forms. Enrollment times

1 and other procedures for administration of the medical and dental benefit plans shall
2 be applied to employees with domestic partners in the same manner as to married
3 employees to the extent allowed by the law. Spouse or domestic partner must be
4 enrolled in the same plans as the employee.

5 **2. Children**

6 **a. Definition**

7 "Eligible children" includes:

8 (i) any biological or adoptive child of the employee or
9 employee's spouse/domestic partner who is under the age of twenty-three (23); or

10 (ii) Any biological or adoptive child of the employee or
11 employee's spouse/domestic partner who is between the ages of twenty-three (23)
12 and twenty-six (26) and is not eligible for health plan coverage offered through the
13 child's own employment or through the employment of child's spouse/domestic
14 partner; or

15 (iii) A court appointed ward of the employee or
16 employee's spouse/domestic partner to the age of majority [most commonly age
17 eighteen (18)] or to the age stipulated in the court documents but not to exceed age
18 twenty-six (26); or

19 (iv) Anyone under the age of twenty-six (26) for whom
20 the employee is required by court order to provide coverage, or

21 (v) The newborn child of an enrolled, unmarried,
22 eligible child of the employee or employee's spouse/domestic partner (grandchild of
23 employee) if:

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

26 (b). both parent child and grandchild
27 reside with County employee.

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

31 (vi) An eligible dependent enrolled under employee's

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

b. Enrollment of Dependent Children

Employee may enroll eligible children in County medical and dental benefit plans upon completion of the County's applicable enrollment forms. Children must be enrolled in the same plans as the employee.

c. Taxability of Dependent Health Plan Coverage

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

3. Termination of Dependent Health Plan Coverage

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

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

b. Employees whose marriage or domestic partnership ends must complete, sign, and file with the Employee Benefits Office a copy of the statement of Termination of Marriage/Domestic Partnership and a Benefit Change form to report the event.

c. Employees must remove from coverage a child who has become ineligible by completing a Benefit Change form and submitting the completed form to the Employee Benefits Office.

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

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

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

M. When Benefits Coverage Begins and Ends

1. Coverage for new employees

a. Medical and Dental Benefits

The employee and eligible dependents will be covered by medical and dental benefits the first (1st) day of the month following hire, provided the employee has submitted completed enrollment form and other required documents to the Employee Benefits office prior to that date. Employees who submit an enrollment form 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 date completed enrollment forms are received by Employee Benefits Office. Employees who do not submit an enrollment form 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.

2. Benefits coverage for terminating employees

a. Retirees

i. County-subsidized coverage

Benefits options for retirees are provided for in Section 2 of this article.

ii. Continuation of coverage through COBRA

Retirees may continue to participate in County medical and dental benefits plans on a self-pay basis as mandated by law.

b. Other terminating employees

i. County sponsored coverage

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

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

ii. Continuation of coverage through COBRA

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

3. Employees on unpaid leaves of absence

a. Leaves of less than 30 days

Employees' benefits plan coverage will not be affected by

unpaid leaves of absence of less than thirty (30) days' duration. Unpaid cost shares will be recovered from employee when employee returns to paid status.

b. FMLA and OFLA Leaves

The County will contribute toward medical and dental benefit plan coverage during unpaid approved FMLA leave as required by law. Unpaid cost shares will be recovered from employee when employee returns to paid status.

If the employee remains on unpaid leave for more than thirty (30) days after FMLA leave is exhausted, the leave will be treated as an unpaid leave of absence per "Subsection c.i" below, except that the last day of FMLA leave will be deemed the employee's last day in pay status.

During unpaid OFLA leave only, the County will not contribute toward medical or dental benefit plan coverage.

c. Non-FMLA unpaid leaves

i. Lapsing of County-subsidized coverage

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

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

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

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

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

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

6 (a) Employees returning from a leave of
7 absence without pay during the same plan year will be reinstated to the same
8 medical and dental benefit plans (or successor plans) they had when they left County
9 employment. If they return from leave the first (1st) day of the month, coverage will
10 be in effect upon their return from leave; otherwise, coverage will be in effect the first
11 (1st) day of the month following their return from leave.

12 (b) Employees returning from unpaid non-FMLA
13 leave in a new plan year may enroll in different plans within thirty-one (31) days of
14 their return. Such employees must complete a health plan enrollment form upon their
15 return to work. If enrollment forms are received on the first (1st) day of the month, the
16 change will be effective that day; otherwise, changes will be in effect the first (1st) day
17 of the month following receipt of the completed enrollment forms by the County
18 Employee Benefits Office.

19 **2. Retiree Medical Insurance**

20 Retirees from this bargaining unit shall be eligible to participate in the County's
21 medical plan subject to the following provisions:

22 A. For purposes of this section, "retiree" refers to a person who separated
23 from County employment on or after July 1, 1992 and, at the time of separation,
24 occupied a position covered by the ONA bargaining unit, and was eligible to initiate a
25 PERS retirement benefit at the time of separation from County employment. For
26 purposes of this section, "member" or "members" refers to an active employee(s)
27 who permanently occupies a position(s) covered by the ONA bargaining unit.

28 B. Except as otherwise provided in this section, retirees may continue to
29 participate in the County medical and dental plans available to members, but not in
30 other County plans not available to members. Coverage of eligible dependents
31 uniformly terminates when coverage of the retiree terminates, except as otherwise

1 required by applicable state or federal law.

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

8 D. The retiree shall be responsible for promptly notifying the County
9 Retiree Coordinator in writing of any changes in the retiree's current address and of
10 any changes in retiree or dependent eligibility for coverage, including eligibility for
11 Medicare.

12 E. The following terms related to benefit payments, service and age
13 requirements shall also apply:

14 1. The County shall pay one-half (1/2) of the monthly medical
15 insurance premium on behalf of a retiree and his or her eligible dependents from the
16 retiree's fifty-eighth (58th) 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 retiree had:

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

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

23 c. ten (10) years of continuous County service immediately
24 preceding disability retirement regardless of age.

25 2. The County shall pay one-half (1/2) of the monthly medical
26 insurance premium on behalf of a retiree and his or her eligible dependents from the
27 retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the
28 retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is
29 earlier, if the employee had thirty (30) years of continuous service with employers
30 who are members of the Oregon Public Employee Retirement System (PERS) and
31 Oregon Public Service Retirement Plan (OPSRP) and twenty (20) or more years of

1 continuous County service immediately preceding retirement; provided, however, that
2 employees employed on or before July 1, 1992, who are eligible for regular
3 PERS/OPSRP retirement with thirty (30) years of PERS/OPSRP SERVICE and
4 twenty (20) years of County service shall be eligible for County payment of half the
5 medical premiums without waiting until age fifty-five (55).

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

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

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

29 I. In the event County insurance premium payments on behalf of retirees
30 or their dependents are made subject to state or federal taxation, any additional
31 County tax liability shall be directly offset against such payments required under this

1 section. (For example, if the effect on the County of the additional tax is to increase
2 the County's outlays by an amount equivalent to ten percent (10%) of aggregate
3 monthly retiree premium, the County's contribution shall be reduced to forty percent
4 (40%) of the premium so that the net County costs will remain unchanged.)

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

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

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

24 **3. Flexible Spending Accounts – Medical Expenses**

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

1 **4. Dependent care expenses**

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

6 **5. Life Insurance**

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

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

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

16 **6. Disability Insurance**

17 Any full-time or part-time employee covered by this Agreement may participate
18 consistent with carrier contract(s), in the County's short-term disability insurance
19 program; the monthly premium to be paid individually through payroll deduction.

20 **7. Long Term Disability Insurance**

21 The County will provide long term disability insurance to all members of the
22 bargaining unit who are regularly scheduled to work at least half (1/2) time. The
23 insurance is provided by contract with UNUM Life Insurance of America. There will be
24 a ninety (90) day elimination period.

25 **8. Drug and Alcohol Policy and Procedure**

26 The County's Alcohol and Drug Policy and Procedure is attached hereto as
27 Addendum C, and is deemed part of this Agreement.

28 **9. Long Term Care**

29 Any bargaining unit employee covered by this agreement may participate in a
30 long term care insurance program developed by the County and the Association
31 consistent with carrier contracts the monthly premiums to be paid individually through

1 payroll deduction.

ARTICLE 11
WORKERS' COMPENSATION AND
SUPPLEMENTAL BENEFITS

1. All members of the bargaining unit will be provided full coverage as required by the Oregon Workers' Compensation Act.

2. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority unless the employee's doctor, the State Workers' Compensation Department or Board or the employee certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied. In such event, the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination. If injured during probation, the probationary period may be extended by written agreement of the Association, employee and County.

3. The County shall supplement the amount of Workers' Compensation benefits received by the employee for temporary disability due to occupational injury, illness or disease by an amount which, coupled with Workers' Compensation payments, will insure the disabled employee the equivalent of one hundred percent (100%) of his or her semi-monthly net take-home pay subject to the following conditions:

A. Supplemental benefits shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim. For employees with approved claims, supplemental benefits shall be paid for no more than three-hundred--twenty (320) hours of the employee's regular working hours or for a period equal to the amount of accrued sick leave hours at the time of injury, whichever is greater. Such payments shall not be chargeable to accrued sick leave.

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

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

4 4. If a Workers' Compensation claim is denied or if the employee accepts a
5 compromise settlement of a disputed claim, the employee's absence from work shall,
6 to the extent not compensated as Workers' Compensation time loss, be paid from
7 and charged against his or her sick leave.

8 5. If a Workers' Compensation claim which has been denied is later held
9 compensable upon appeal, any time loss benefits shall be reimbursed by the
10 employee to the County and the employee's sick leave account credited with an
11 equivalent number of days.

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

14 7. The County shall continue to provide medical and dental benefits for an
15 employee with a compensable claim and his or her dependent(s) from the first day of
16 occupational disability, subject to the limitations of the Health and Welfare Article, if
17 any, for a period of one year or such longer period as may be required by law.

18 8. The County shall continue to make retirement contributions, based upon the
19 appropriate percentage of the gross dollar amount of supplement benefits paid,
20 throughout the period that the employee receives such benefits.

ARTICLE 12

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.

ARTICLE 13

SENIORITY, LAYOFF AND FILLING OF VACANCIES

1. Definitions

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

A. Affected FTE status

Full-time or part-time positions, whichever is affected by a reduction in or reorganization of the work force.

B. Affected department

A County department in which a reduction in the number of budgeted bargaining unit positions is directed by the County pursuant to a reduction in or reorganization of the work force.

C. Affected work unit

A Department work unit in which a reduction in the number of budgeted bargaining unit positions is directed by the Department pursuant to a reduction in or reorganization of the workforce.

D. Available vacancy

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

E. Bump

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

F. Classification previously held

A lateral, lower, or equivalent classification in which the employee passed probation and continues to possess the required qualifications.

G. Equivalent Classifications

Matching by the Central Human Resources Director or his or her designee of an abolished classification with a current classification that has substantially the same duties, authority and responsibility.

1 **H. FTE status**

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

4 **I. Higher classification**

5 A classification for which the applicable pay range has a higher top
6 step.

7 **J. Inactive layoff status**

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

11 **K. Layoff**

12 Transfer, demotion, or termination due to bumping or termination of a
13 bargaining unit member due to a reduction or reorganization of the work force.

14 **L. Limited duration layoff**

15 A layoff which management specifies at the time of layoff is of a limited
16 duration.

17 **M. Lower classification**

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

19 **N. Regular Status**

20 The status a classified employee acquires upon successful completion
21 of the probationary period for the classification to which the employee was appointed.

22 **O. Seniority**

23 The period of an employee's continuous service with Multnomah
24 County, as calculated in accordance with this Article, Section 2.A.

25 **P. Transfer**

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

28 **Q. Work Unit**

29 An organizational unit designated as a work unit by the County
30 pursuant to section 3.B below for purposes of administering this article.

31

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

2 **A. General Calculation Rule**

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

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

7 2. Score on the civil service examination at entry into the
8 classification. If the score is not available or if a tie occurs then:

9 3. The tie shall be broken by lot in a manner to be determined by
10 the Department's Human Resources Director.

11 **B. Special Circumstances**

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

15 1. Part-time work will count on a half-time basis.

16 2. Time spent in the predecessor of an equivalent classification
17 shall count toward seniority in the equivalent classification.

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

19 4. All time spent on an unpaid leave that exceeds thirty (30) days,
20 other than unpaid military leave, shall not count.

21 5. Time on unpaid military leave shall count.

22 6. Time spent in unclassified appointment status will not count.

23 7. Time served as a temporary employee that is continuous and
24 contiguous to initial appointment as a probationary employee shall count when the
25 employee acquires regular status pursuant to that appointment. However, this will
26 apply only if the temporary work was in a position with substantially the same duties
27 or that was classified or formally labeled the same as the classification in which the
28 employee acquired regular status. The County will determine whether the duties
29 were "substantially the same." Such determination shall be reasonable.

30 8. If the employee has regular status at the time of temporary
31 appointment to a higher classification, time served on such appointment shall count

toward seniority in the employee's immediately preceding classification, except in cases in which the promotion becomes permanent immediately following the period of temporary appointment. In such case, the time will count toward seniority in the promotional classification.

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

10. Time spent on inactive layoff will not count.

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

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

13. Time spent on a promotional probationary period that is not completed will count toward seniority in the class from which the employee was promoted if the employee acquired regular status in that classification before promotion.

14. Time spent on inactive layoff status won't count, but time immediately before and following recall from a recall list will be combined to determine continuous service.

C. When Seniority Is Forfeited

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

D. Seniority of Exempt Employees

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

E. Effect of Seniority Determinations On Retirement

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

F. Seniority List

1. Lists showing seniority within the County and seniority within classification, as provided for in Article 13, Section 2, shall be provided to the

Association and posted on all Association bulletin boards on or about March 1 and October 1 of each year.

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

3. Reassignment, Bumping, and Layoff Procedures During A Reduction or Reorganization of The Work Force

A. Scope of Reduction or Reorganization of Work Force

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

B. Designation of Work Units

The County may re-designate the organizational boundaries of existing work units by written notice to the Association between March 1 and April 1 and post on Multco Commons web site under the nursing section. In addition, the County may designate additional work units at any time as new operations are added. Prior to such changes being made the parties will meet and confer for the purpose of hearing why the change is needed and for providing ONA representatives an opportunity to give feedback.

C. Reduction of Employee Without Regular Status

Within the affected classification and department, temporary, probationary and other employees who do not have regular status will be terminated before employees with regular status are subject to layoff.

D. Reductions in the Work Unit

If a reduction or reorganization of the work force reduces the number of positions in a work unit within the affected FTE status, classification, and work unit below the number of employees in that FTE status, classification and work unit,

employees in that status, classification and work unit shall be removed by inverse seniority from the affected work unit to restore the balance between available budgeted positions and employees. In restoring balance within the unit, if more than one employee needs to be reassigned, eligible employees shall be reassigned based on seniority.

1. Reassignment in the Work Unit

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

b. Second: If there is no available vacancy pursuant to paragraph a above, and bumping is necessary, the affected employee facing layoff will be eligible to bump the least senior employee in the affected classification, FTE and work unit unless this would leave the work unit without qualified employees to perform the duties of a position in which special skills, defined in the manner set forth below in Section 3.E. of this article, are required. If the least senior employee within the work unit and classification is in a position requiring special knowledge, skills and abilities (KSA) that the employee does not possess, then the affected employee facing layoff may bump into the next least senior position and so forth, until reaching a position held by a less senior employee where the employee can meet the position requirements. If there is not an employee that can be bumped with less seniority in the classification, FTE status and work unit, then they will be assigned to a vacant position in the department in the affected classification and FTE status. If no vacant position is available, then the least senior employee in the affected classification and FTE status will be bumped.

2. Reassignment from a Work Unit

a. First: If an employee is bumped pursuant to D.1.b. above, the County shall transfer the employee, if eligible, to an available vacancy within the affected classification and FTE status in the department. If more than one

1 employee is reassigned to vacancies at the same time, eligible employees shall be
2 able to select vacant lateral assignment based on seniority. At the choice of the
3 employee, a full-time employee may choose to fill a part-time position or a part-time
4 employee may choose to fill a full-time position.

5 **b. Second:** If there is no available vacancy pursuant to a
6 above and the bumped employee has sufficient seniority and is otherwise eligible, he
7 or she shall bump the least senior employee who occupies a position within the
8 affected FTE status in the same classification within the affected department. If the
9 least senior employee is in a position requiring special knowledge, skills and abilities
10 (KSA) that the employee does not possess, then the affected employee facing layoff
11 may bump into the next least senior position and so forth, until reaching a position
12 held by a less senior employee where the employee can meet the position
13 requirements. If there is not an employee that can be bumped with less seniority in
14 the classification, FTE status and work unit, then they will be assigned to a vacant
15 position in the department in the affected classification and FTE status. If no vacant
16 position is available, then the least senior employee in the affected classification and
17 FTE status will be bumped.

18 **c. Third:** If the employee cannot be reassigned, transfer or
19 bump pursuant to 2.b. above, the employee shall be demoted to an available
20 vacancy in a position and in the highest lower classification into which the employee
21 is licensed, eligible to bump which is within the affected department and FTE status.

22 **d. Fourth:** If the removed employee cannot be reassigned,
23 transfer or bump pursuant to 2.c. above and he or she has sufficient seniority, he or
24 she shall bump the least senior employee in a position in the highest lower
25 classification into which the removed employee is eligible to bump, within the affected
26 FTE status and department.

27 **3. Layoff**

28 a. If the employee cannot be reassigned or bump pursuant
29 to 2.d. above, the employee shall be laid off.

30 Any employee in a classification affected by layoff may request layoff.
31 When management identifies classifications to be laid off, management will first

solicit for volunteers to be laid off. Volunteers will be considered in order of seniority within the affected FTE status and department. Employees who agree to a voluntary lay-off out of seniority order will have no bumping rights and such employee will be placed on the recall list in accordance with this Article. Acceptance of volunteers is at management discretion.

E. Bumping Eligibility

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

1. General rule

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

2. Special Skill Eligibility Requirements

Within sixty (60) days after the signing of this agreement, the County shall provide the Association with a list of positions that have special skill or certification requirements that are pre-requisites to occupying a particular position(s) pursuant to Section 3 above. The County may revise this list by written notice to the Association on or about March 1 and October 1 of each year. The County’s list shall identify the specific position(s) to which the requirement applies and the nature of the requirement. Additional positions may be added to the list at any time as needs change except no later than May 1st through June 30th. Department Human Resource Director will provide written notice to the Association whenever a position is added or deleted that requires special skill or certification requirements per this section.

1 **3. Exempt Employees**

2 Subject to the limitations of section 2.D. above and the remaining
3 requirements of this article, an exempt employee who promoted or transferred to
4 another county position directly from a bargaining unit position may be assigned to or
5 bump into a bargaining unit position. Exempt employees who have never been in the
6 bargaining unit have no bumping rights into bargaining unit positions.

7 **4. Employees on Temporary Appointment Outside Unit**

8 A regular employee who is on a temporary or unclassified
9 appointment retains his or her rights under this article in connection with his or her
10 bargaining unit position.

11 **5. Probationary Employees**

12 Probationary and on-call employees have no right to bump or
13 reassignment. However, an employee who has not completed a probationary period
14 following promotion may be reassigned or bump in and from the classification
15 previously held if he or she completed probation in that classification.

16 **6. Promotional Bumping Prohibited**

17 Bumping or reassignment to a higher classification or an
18 increase in pay as a result of bumping, as part of a reduction or reorganization of the
19 work force, is prohibited.

20 **F. Layoff and Reassignment Notices**

21 **1. General Notice to Association**

22 Whenever possible, the County will notify the Association thirty
23 (30) days in advance of a reduction or reorganization of the workforce that will result
24 in a layoff. Either party may propose meetings to consider work sharing or other
25 alternatives to a contemplated layoff.

26 **2. Notice to Employee and Association of Specific Layoffs**

27 The County shall notify an employee who will be subject to layoff
28 in writing at least fifteen (15) days prior to its effective date. The County shall
29 simultaneously send a copy of the layoff notice to the Association. The notice shall
30 state the reason for the action and shall further state that the action does not reflect
31 discredit on the employee. The employee's copy shall be mailed to the employee's

1 home address unless the employee has timely specified an alternate address.
2 Employees may specify an alternate address to receive layoff notice (e.g. for the
3 period of a vacation) by delivering written notice to the Department Human
4 Resources Director. The notice must specify whether the alternate address is
5 permanent or, if it is a temporary address, the date after which the County should
6 mail any layoff notice to the employee's home address. Such notice must be
7 delivered to the County at least fifteen (15) days prior to the date the County mails
8 the layoff notice.

9 **3. Reassignment Notice**

10 Employees reassigned due to a reduction or reorganization of
11 the work force and the Association shall be notified of such in writing. The County
12 shall consult with affected employees concerning their preferences for assignment
13 before reassignment under this Article takes effect. The County will comply with
14 Article 14.4 in the case of schedule changes.

15 **4. Recall Lists**

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

17 Employees who are subject to layoff will be placed on a recall list for the
18 classification(s) held immediately preceding layoff. Employees will be placed on a
19 recall list only for the FTE status the employee held at the time of layoff, though at the
20 choice of the employee, a full-time employee may choose to fill a part-time position or
21 a part-time employee may choose to fill a full-time position. Employees shall be
22 recalled to available vacancies in the classification and FTE status for which the
23 recall list is established, and to which the employee would be eligible to bump in a
24 layoff situation under section 4 above, in descending seniority order. An employee
25 who is passed over because he or she lacks special skills or certifications shall be
26 advised in writing by the department's Human Resources Manager of the
27 qualification(s) the employee lacks that the position requires. Nothing in this
28 paragraph shall preclude the County from offering recall to an employee on the layoff
29 list for an FTE status different than that held by the employee at the time of layoff if
30 there are no remaining employees on the layoff list for that classification and FTE
31 status.

B. Duration of and Removal from Recall List

An employee shall remain on the applicable recall list(s) for eighteen (18) months from the date of layoff. An employee will be removed from a layoff list upon:

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

C. Exception to Removal from Recall List. Upon written application, delivered by the employee to the Department's Human Resources Director within seven (7) calendar days after delivery of recall notice, the human resources representative may permit the employee to refuse recall without loss of reinstatement rights; PROVIDED, this shall not be construed as extending the duration for which the employee is eligible to have his or her name on a recall list.

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

5. Effect of Bumping or Recall on Wages and Benefits

A. Effect on Wages and Anniversary Date

An employee who bumps to a lateral classification shall retain his or her preexisting wage step. However, if the steps of the two ranges do not match, the

1 employee shall be placed on the highest step in the new range which does not result
2 in an increase.

3 B. An employee who bumps to a lower classification shall be paid at the
4 step in the applicable wage range that is nearest to the employee's preexisting wage
5 step that does not result in a decrease or, in the case of ranges that do not overlap,
6 that produce the least decrease.

7 C. Upon recall from inactive layoff status, an employee shall be placed at
8 the same wage step he or she held at the time of layoff from that classification.

9 D. Upon recall from another classification, an employee shall be placed on
10 the wage step he or she would have held had he or she not been laid off from that
11 classification.

12 E. The anniversary date of an employee who bumps to a lateral
13 classification shall remain unchanged. The anniversary date of an employee
14 demoted shall be the effective date of the demotion. The anniversary date of an
15 employee recalled from inactive layoff status shall be adjusted so that the amount of
16 time remaining before the employee's next anniversary date is the same as it was at
17 the time of placement on inactive layoff. Upon recall to a higher classification, the
18 employee's anniversary date shall be calculated in the same manner it would be
19 calculated if the employee had been on an unpaid leave of absence for the period
20 served in the lower classification.

21 **F. Vacation**

22 An employee who is placed on inactive layoff status shall be paid for
23 accumulated vacation in accordance with Article 7, section 4 of this agreement. The
24 employee's pre-existing vacation accrual rate will remain unchanged upon recall.

25 **G. Sick Leave**

26 An employee's accumulated sick leave balance will be frozen when the
27 employee is placed on inactive layoff status, and will be reinstated upon recall from a
28 recall list. Sick leave is forfeited upon expiration of eligibility for placement on any
29 recall list.
30
31

1 **H. Insurance**

2 A laid off employee's eligibility for health insurance coverage shall be
3 governed by the terms of Article 10 of this agreement.

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

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

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

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

18 School Based Administration will announce at the beginning of the
19 school year which days school will be closed based on the school districts' calendars.
20 When practical, and in order to maximize time with patients and minimize the loss of
21 income or vacation of nursing staff School Based Administration will endeavor to use
22 some of these days for planning and in-service days with staff.

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

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

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

30 Notwithstanding any other provision of this agreement, bumping by or
31 recall of bargaining unit members who, for administrative purposes, are inside the

County's school based health program shall be limited to positions inside the school based health program if the County declares in writing at the time layoff notice is given to the affected employee that the layoff is of limited duration due to summer school closure.

E. Administrative Purposes Defined

For purposes of this section "administrative purposes" means that the employee ordinarily files his or her payroll time sheet with the school based health program.

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

When implementing limited duration layoff or recall from such layoff the County may deviate from the normal order of seniority layoff or recall otherwise required by the parties' collective bargaining agreement. Such deviation shall not be for a period exceeding seven (7) calendar days. A more senior employee who would have been retained or recalled but for the departure from normal seniority order of layoff or recall may use vacation or leave without pay for the period between the date he or she would have bumped or been recalled under normal procedures and the effective date of the general school based health summer layoff or recall as determined by the School Based Health Manager. In addition, such employees will accrue seniority and be eligible for medical and dental insurance coverage as though they were laid off or recalled in accordance with normal layoff or recall procedures.

G. Probationary Employees

The probationary period of an employee on probation when a limited duration layoff takes effect shall be frozen over the summer and shall resume if the employee is recalled to work at the commencement of the next school year. This shall not apply if the County notifies the employee that his or her probationary service has been terminated.

H. Summer Work/Effect of Refusal

Bargaining unit members in School Based Health who perform bargaining unit work for the County while on limited duration layoff during summer school closure shall be paid at the same wage step they held when the limited

1 duration layoff took effect. They shall also be employed pursuant to the terms and
2 conditions of the collective bargaining agreement and receive all
3 benefits/entitlements specified in the collective bargaining agreement as they do
4 during the regular school year with the exception of Section 3(G) of this Article and
5 Article 10 Health and Welfare Benefits (see Section 6.M. of this Article for health and
6 welfare benefits coverage). Employees on limited duration layoff who are working
7 are not eligible for lead pay unless working in a lead assignment in school based
8 health. An employee may refuse to accept work that is offered, with the
9 understanding that such refusal may affect eligibility for unemployment
10 compensation.

11 **I. Layoff or Carryover of Accumulated Vacation**

12 Notwithstanding any other provision of this agreement, an employee
13 subject to limited duration layoff in school based health may request payoff of some
14 or all of his or her accumulated vacation. Such request shall be made in writing to
15 the School Based Health Manager, the Department's payroll manager and Payroll
16 Supervisor of the Department of Support Services within three (3) days after the
17 employee receives notice of limited duration layoff. In the absence of such notice,
18 vacation will be carried on the books over the summer unless the employee is
19 subsequently terminated or resigns. In such case, normal provisions relating to
20 vacation payoff shall apply.

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

22 Notwithstanding subsection H above, the parties acknowledge that
23 although requests to take vacations during the school year may in some cases be
24 granted, the risk that management will deny such a request is significantly greater
25 than in other county operations, due to the need to provide services to students when
26 schools are in session. For that reason, School Based Health Employees are
27 encouraged to continue to select vacation times during Christmas and spring school
28 vacations to the extent approved by management. Further, employees facing limited
29 duration layoff should take into account the limited availability of time off when
30 schools are in session, the vacation accumulation ceilings set forth in this agreement,

1 and the risk of forfeiture of vacation (when accumulation ceilings are reached) when
2 deciding whether to carry their accumulated balance forward.

3 **K. Alternative Compensation**

4 The Board of County Commissioners may adopt and implement a
5 uniform policy whereby employees who transfer or are newly hired into the school
6 based health program are required as a condition of such transfer or hire to sign an
7 agreement accepting the payment of County medical and dental insurance premiums
8 in lieu of government unemployment insurance payments during the period of a
9 limited duration layoff due to summer closure.

10 **L. Alternative Benefits**

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

19 **M. Insurance Benefits for Summer Work**

20 If the employee's last regularly scheduled workday in pay status falls on
21 or before the fifteenth (15th) day of the calendar month in which the employee begins
22 limited duration layoff, medical/vision and dental benefits toward which the County
23 has contributed will lapse at the end of that month. If such work day falls after the
24 fifteenth (15th) of the calendar month in which the employee begins limited duration
25 layoff, coverage toward which the County has contributed will lapse at the end of the
26 following calendar month. (Example: Employee A's last day is July 15: Employee
27 A's coverage toward which the County has contributed will lapse July 31. Employee
28 B's last day is July 16. Employee B's coverage toward which the County has
29 contributed will lapse August 31.) Employees will be treated as a regular employee
30 for purposes of receiving health benefits per Article 10 provided they work a minimum

1 sixteen (16) hours (prorated based on the FTE equivalent) from July 16 through July
2 31.

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

7 **7. Filling of Vacancies**

8 **A. Posting**

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

16 **B. Considerations in Selection Process**

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

24

ARTICLE 14
HOURS OF WORK

1. Normal Work Day

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

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

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

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

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

2. Work Week

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

1 **3. Meal and Rest Periods**

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

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

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

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

21 **4. Work Schedules**

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

- 26 ➤ Such notice is voluntarily waived in writing by the employee(s); or
27 ➤ For the duration of an emergency.

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

29 A. Employees of twenty-four (24)-hour facilities who are required to work a
30 split workweek shall be provided two (2) weekends off in a calendar month. A
31 weekend for purposes of this section shall mean Saturday and Sunday. If such an

employee is required by the County to work on any weekend which results in such employee receiving less than two (2) full weekends off in that calendar month, then such an employee shall receive compensation at the rate of time-and-one-half (1-1/2) his or her rate of pay for all such weekend hours worked.

B. Notwithstanding subsection (A) above, an employee may voluntarily agree to a schedule providing more or less than two (2) weekends off per month. The employer will consider such request based on operational needs (e.g. staffing requirements of the team, corrections health experience, facility/shift needs) and seniority. Availability of schedule changes with weekends off will be posted within Corrections Health according to current policy. If the employer concludes that the modification is no longer compatible with operational needs, the employer may reinstate the pre-existing schedule. Notwithstanding subsection (A) above, if the employee agrees to have less than two (2) weekends per month off as part of his or her regular schedule, he or she will be compensated in straight time for the additional weekends worked.

6. Uniform Time Charging Provisions

A. Rounding Rule

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

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

B. Applications

1. Lateness

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

2. Working Over

An employee who works over less than eight (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15) minutes over

1 shall be compensated one quarter (1/4) of an hour at the appropriate rate of pay in
2 accordance with Article 15: Wages.

3 **3. Leaves**

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

6 **4. Management and Employee Rights**

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

11 7. By agreement of the County and Association, shifts of longer than ten (10)
12 hours may be adopted. Such alternative schedules may include mutually agreed
13 upon exceptions to this agreement or alternative understandings made pursuant to
14 Article 23 (2) for affected Nurses. Nothing herein shall interfere with operation of
15 Article 14, Section 1, Subsection (D). This section is inapplicable to twelve (12) hour
16 shifts worked pursuant to section 1, subsection e of this article. However, work
17 schedules containing overtime-exempt twelve (12) hour shifts may be implemented
18 by mutual agreement between the supervisor and affected employee, subject to the
19 approval of the Association President and affected department's Human Resources
20 Manager.

ARTICLE 15

WAGES

1. Wages

A. July 1, 2012

Effective July 1, 2012, employees shall be compensated in accordance with the wage schedule attached to this Agreement as Addendum A, which by this reference is incorporated herein. Said schedule reflects a three point three percent (3.3%) increase.

B. July 1, 2013

Effective July 1, 2013, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the second half 2011 to the second half 2012 as reported in February 2013. The minimum percentage increase shall be no less than one percent (1%) and the maximum percentage increase no more than four percent (4%).

C. July 1, 2014

Effective July 1, 2014, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the second half 2012 to the second half 2013 as reported in February 2014. The minimum percentage increase shall be no less than one percent (1%) and the maximum percentage increase no more than four percent (4%).

D. Market Adjustments

Effective July 1, 2014 the pay rates, by classification will be adjusted if the County rates fall below market average by one and one half percent (1.5%) or moreMarket average is defined as:

1. Comparables are: Clackamas County (Employee Association Bargaining Unit pay rates), Washington County, OHSU and Portland VA Hospital.

2. Comparable market rates shall be by classification, comparing Multnomah LPN, CHN and NP classifications with comparables positions that are

1 similar in duties, responsibilities and educational requirement. PA wage rates shall
2 be tied to NP wage rates.

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

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

9 5. Step Placement. Employees shall be placed on the new pay
10 scale at a step that matches their pay on June 30th unless an employee's anniversary
11 date falls on July 1st, in which case they shall be eligible for a step increase on July
12 1st, otherwise employees will be eligible for a step increase on their anniversary date.
13 In no event will employees be paid less than step 1.

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

17 6. Comparable pay rates shall be pay rates effective January 1,
18 2014 of the market review year, taking into consideration delayed implementation
19 subject to finalize wage rates which are subject to such actions as contract
20 negotiations/finalized salary studies. Multnomah County pay rate for purposes of
21 comparison shall include appropriate July 1, 2014 CPI adjustment. Example:
22 January 1, 2014, the County shall by classification (LPN, CHN and NP) collect
23 January 1, 2014 wage data from the comparables. Once the County has compiled
24 finalized January 1, 2014 wage rates and it is found that the CHN wage July 1, 2014
25 wage rate is below the midpoint of comparables by one and one half percent (1.5%)
26 or more the County CHN classification effective July 1, 2014 shall have a step
27 adjustment as outlined in Section F(5) above.

28 **2. Shift Differential**

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

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

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

6 C. In circumstances where an employee works an overtime shift in
7 conjunction with their regular shift worked, the overtime shift will be paid with the shift
8 differential of the overtime shift. In circumstances of night shift to day shift, the day
9 shift hours worked will be paid with the night shift differential in addition to applicable
10 overtime pay.

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

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

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

22 **4. Overtime**

23 A. Where operational circumstances permit, all overtime shall be by prior
24 approval by the authorized supervisor or assigned designee, or evaluated, if
25 appropriate, and approved later. Unauthorized and inappropriate overtime may result
26 in disciplinary action. The employer shall ensure that nurses assigned to see clients
27 in clinics have a means to request authorization to work overtime. The opportunity to
28 make such request shall be made no sooner than the last hour of the regularly
29 scheduled clinic day and not later than fifteen (15) minutes prior to the end of the
30 day. In lieu of such opportunity, the employer may, at its discretion, issue standing

orders to govern requests, in lieu of a daily request system, so long as the rule provides the employee clear guidance as to whether overtime is or is not authorized.

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

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

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

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

4. In excess of twelve (12) hours in any work day for employees working twelve (12) hour shifts pursuant to an agreement conforming with Article 14(7).

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

C. Mandatory Overtime. Employees may sign up or volunteer for overtime shifts offered by the work unit. It is the desire of the parties that employees have at least twelve (12) hours of rest between shifts, but when mandatory overtime shifts become necessary the four (4) hours of mandated work beyond the twelve (12) hours are paid at two times their rate of pay. A standard procedure is followed before mandatory shifts are instituted.

D. If the employer and employee voluntarily agree in advance that the employee will work longer hours one (1) day and offset them on an hour for hour basis by shorter hours on a work day in the same work week as provided by Article 14, section 1, subsection D above, no time worked on the longer work day is deemed overtime for pay purposes. If such agreement is not made and implemented, regular overtime rules under Article 15, section 4, subsection A above apply.

E. If consistent with the needs of the County, an employee may elect time off from work in lieu of overtime pay. In such case, the employee shall receive one and one-half (1.5) hours off or two (2) hours off for each hour of overtime worked,

1 depending upon and determined by the rate at which he or she would otherwise be
2 paid for overtime in accordance with subsection (A) and (C) of this section.
3 Compensatory time off may be accumulated up to two-hundred-forty (240) hours.

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

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

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

17 **A. Stand-by**

18 Employees on a regular work schedule who are placed on "stand-by"
19 duty beyond their regularly scheduled work day or work week and are assigned an
20 answering device for stand-by purposes, shall be paid two dollars (\$2.00) per hour
21 they are on stand by status.

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

28 Employees on stand-by duty who take a phone call at home shall be paid at
29 their regular rate of pay in fifteen (15) minutes increments. If a person giving advice
30 by phone talks for ten (10) minutes he or she shall be paid for fifteen (15) minutes. If
31 a person giving advice by phone talks for twenty-five (25) minutes he or she shall be

1 paid for thirty (30) minutes, etc. Multiple calls less than fifteen (15) minutes between
2 the end of the 1st and beginning of the 2nd (or more) calls will be considered one (1)
3 call.

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

8 **B. Call-Back**

9 An employee not on stand-by who is called back to work on any day
10 other than his or her regularly scheduled work day shall be paid a minimum of four
11 (4) hours at the rate of time-and-one-half (1-1/2), if a full-time employee, or four (4)
12 hours straight time, if a part-time employee.

13 **6. Reporting Pay**

14 An employee who is scheduled to report for work and who presents himself or
15 herself for work as scheduled, but where work is not available for him or her, shall be
16 excused from duty and paid at his or her regular rate for a day's work.

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

18 A. Employees who are required to use their vehicle, as determined by the
19 County, shall be reimbursed at the rate approved by the IRS for non-taxable
20 reimbursement per mile. Employees shall be assigned a regular reporting site, and if
21 required by the County to report for work at an alternate work site, the employee shall
22 be entitled to mileage reimbursement, the difference in mileage to and from their
23 regular work site and the alternate work site, if reporting directly from home to the
24 alternate work site is a further distance.

25 B. To qualify for the fifty dollars (\$50.00) for full time employees and thirty-
26 five dollars (\$35.00) for part time employees mileage base reimbursement employees
27 must be required by the County, as a condition of their current job assignment, to
28 have a vehicle available daily. They must routinely report to more than one (1) site in
29 a day and/or be required to make field visits. The fifty dollars (\$50.00) for full time
30 employees and thirty-five dollars (\$35.00) for part time employees, per month base
31 reimbursement shall be for vehicle maintenance and insurance allowance.

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

5 **8. Parking**

6 A. For those employees required to use their vehicle, determined by the
7 County, as a condition of employment and whose permanent reporting station is the
8 downtown core area (Defined as Burnside N, Market S, Naito Parkway E, Hwy 405
9 W), parking shall be provided for each employee by the County within a reasonable
10 distance of that location. In addition, the County agrees to meet with the Building
11 Security Sergeant and the Association to coordinate means whereby a nurse
12 assigned to a downtown jail facility during night operation may, upon request, be
13 escorted to his or her parking place.

14 B. Employees entitled to but unable to find parking as provided for in item
15 "A" above shall be reimbursed for any parking fees incurred in the course of
16 business. In addition, the following shall apply to an employee who is not required to
17 use their personal automobile as a condition of employment. If such employee is
18 authorized to use the employee's personal automobile on County business, the
19 employee will be reimbursed for parking fees necessary on such business. However,
20 no reimbursement will be made if, in light of the nature of the business, the
21 employee's schedule, and any equipment that the employee must carry to the
22 business site, the employee could have reasonably parked at any County lot
23 designated by the Department for such use. The employee's immediate supervisor
24 shall determine whether to authorize such ad hoc use of personal automobiles. Such
25 authorization shall only be valid if received by the employee in writing in advance of
26 the trip. A copy of such authorization shall be submitted with the employee's parking
27 reimbursement request. Supervisors shall make every effort to facilitate the use of
28 less congestive alternative transportation, insofar as practical, before authorizing
29 such ad hoc use. The County agrees to establish a procedure in cooperation with
30 ONA for reimbursement of such fees. Early Childhood Services (ECS) employees
31 who are regularly assigned to the Southwest/Northwest area of the City with metered

streets, shall be compensated an additional ten dollars (\$10.00) per month above the regular mileage reimbursement base.

9. Transit Subsidy

A. Statement of Purpose

For the purpose of encouraging employees to use mass transit as part of the County's ride reduction program under the Oregon Department of Environmental Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the County's commitment to limiting traffic congestion and promoting clean air, each employee shall be eligible to receive a bus pass entirely subsidized by the County for the employee's personal use.

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

B. Scope of Subsidy

1. The County will provide a one hundred percent (100%) subsidy for employee bus passes. However, the County may require that the employee pay a percentage if the County's subsidy exceeds the IRS standard for a de minimis employee benefit.

2. It will be the employee's responsibility to obtain the necessary Photo ID from Tri-Met. Instructions for obtaining the photo ID will be available through Employee Benefits and will be included in new hire packets.

3. This program is offered only by Tri-Met. However C-Tran will honor the Tri-Met all zone pass.

C. Procedural Requirements

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

1 **10. Pay Upon Promotion**

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

5 **11. Pay Upon Entry**

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

13 **12. Nurse Practitioner Certification**

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

17 **13. Lead Assignments**

18 **A. Definition**

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

23 **B. Compensation**

24 When a nurse is assigned by an appropriate supervisor and performs
25 Lead Nurse duties, he or she will receive a differential of six and one-half percent
26 (6.5%) of his or her assigned rate beginning from the first day of such assignment.

27 **14. Retirement**

28 **A. PERS/OPSRP MEMBERSHIP**

29 Employees shall be eligible for participation in the Oregon Public
30 Employee Retirement System (PERS) and the Oregon Public Service Retirement
31 Plan (OPSRP) pursuant to ORS 237 and 238A subject to the terms and conditions of

1 the Agreement, dated February 1, 1982, integrating the Multnomah County
2 Employees' Retirement System and PERS, such Agreement having been entered
3 into between the Public Employee Retirement Board and Multnomah County
4 pursuant to the provisions of ORS 237.051.

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

6 In accordance with the terms of ORS 237.153, one-half (1/2) the
7 accumulated unused sick leave with pay will be applied to final average salary for the
8 purpose of pension benefit determination.

9 **C. PERS Pick-up**

10 The County shall "pick-up" employee contribution to PERS as provided
11 by ORS 238.205. Should any reason the ORS 238.205 "employer pick-up" no longer
12 be legally available the County shall on the last payroll period of this Agreement
13 increase employee wages by six percent (6%) and return to the limited "pick up"
14 provided for prior to the resumption of PERS pick-up in 1999, including but not limited
15 to the terms of compensation for non-PERS members. Pursuant to ORS 238.205 (5)
16 and (6), the parties agree and acknowledge that employee compensation was
17 reduced in order to generate the funds needed to make these employee contributions
18 to the employee accounts; the employer will file any required notices with the Public
19 Employees Retirement Board.

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

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

31

1 **15. Corrections Nursing Premium**

2 Each employee assigned to one of the correctional facilities shall be paid an
3 hourly premium as follows:

4 Licensed Community Practical Nurse	\$1.25/hour
5 Community Health Nurse	\$1.45/hour
6 Nurse Practitioner	\$1.75/hour
7 Physician Assistant	\$1.75/hour

8 **16. Weekend Differential**

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

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

13 Any employee receiving unauthorized payments has the obligation to call such
14 error to the attention of his or her supervisor.

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

18 Where an error occurs which results in a negative impact on the employee,
19 upon notification by the employee, and verification by the payroll division, payment in
20 correction of the error shall be made in the employee's paycheck for the current pay
21 period.

22 **18. Longevity Pay**

23 Employees who have twenty (20) years of service in positions covered by the
24 ONA bargaining unit shall receive a longevity pay increase two percent (2.0%) above
25 the base step rate he or she would otherwise receive. Longevity pay shall be
26 deemed part of the employee's regular base pay rate.

27 **19. Bilingual Pay**

28 A differential of four percent (4%) over base rate will be paid to employees in
29 positions which specifically require, and who have been directed to translate to and
30 from English to another language (including the use of sign language) as a condition
31 of employment. The proficiency level for interpretation and translation skills will be

1 assigned by management and contained in an employee's individual position
2 description.

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

4 Beginning no later than march 2013, a preceptor differential shall be paid to
5 eligible preceptors in the amount of \$2.00 per hour for each hour worked as a
6 preceptor. An eligible preceptor shall be defined as a Health Department bargaining
7 unit member who has completed a health preceptor education program and who has
8 been assigned by their manager to act as a preceptor. Preceptor differential is for
9 those preceptoring for new employees and current employees changing service area.

ARTICLE 16
PERFORMANCE EVALUATION

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

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.

Evaluations for Licensed Community Practical Nurse and Community Health Nurse shall be conducted by appropriate licensed nursing personnel.

ARTICLE 17

PROFESSIONAL STAFF DEVELOPMENT

1. Continuing Education (Upon Completion of Probationary Period):

A. Nurse Practitioners and Physician Assistant

1. Requirements

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

2. Education Expenses

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

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

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

3. Time Off Requests

a. Employee requests will be considered timely if submitted to their manager six (6) weeks prior to the anticipated leave to allow for scheduling. Six (6) week deadline will be waived for units returning from limited duration layoff. Requests submitted after the six-(6) week deadline may be approved at the

discretion of the manager. Employees will note leave on their TAR. Managers and employees will be responsible for tracking paid leave.

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

4. Paid Leave for Educational Activities

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

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

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

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

d. Employees will be responsible for accurate entry of time off as "educational leave" on their time sheet. Managers may ask for documentation 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

B. Community Health Nurse and Licensed Community Practical Nurses

1. Eligibility

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

Each Licensed Community Practical Nurse will be eligible to take up to sixteen (16) hours paid leave per year (eight (8) hours for part-time employees) for education activities which are directly related to the employee's responsibilities.

2. Time Off Requests

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

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

2. Unpaid Educational Leave

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

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

1 **3. Tuition Reimbursement**

2 The County will reimburse an employee for the cost of tuition for any course of
3 study taken on the employee's own time which, in the County's judgment, is related
4 to the employee's position and will result in improved performance, subject to the
5 County's budgetary limitations and priorities. Preference will be given to reimburse
6 any nurse for courses that are:

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

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

22 **4. In- Service Classes**

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

30 In an effort to improve the presentation and content of regularly scheduled in-
31 services classes, and upon request by the Association, department representative(s)

- 1 will consult with Association representative(s) regarding in-service courses
- 2 presentation and content.
- 3

ARTICLE 18
EMPLOYMENT STATUS

1. Extension of Probationary Period

An employee's probationary period may be extended by written agreement of the appointing authority, the Association and the affected employee.

2. Resignations

All nurses shall give the County not less than ten (10) work days advance written notice of the effective date of their resignation. Failure to give such notice forfeits any right to accumulated vacation, holiday and sick leave benefits. Exceptions may be made in extenuating circumstances by the appointing authority.

3. Termination Interviews

Upon termination of employment, full-time and part-time nurses shall be granted an interview with the appointing authority if the employee so desires and requests.

ARTICLE 19
DISCIPLINARY ACTION

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-probationary 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-probationary 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 20
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:

Step I: 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 his or her representative is unaware of its occurrence, a grievance may be presented in writing within fourteen fifteen (15) days of the time the employee first has knowledge or should have had knowledge of its occurrence. 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). The grievance notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The supervisor shall then attempt to adjust the matter and respond, in writing, to the employee or his or her representative within fifteen (15) calendar days, provided however, that a written request for fifteen (15) day extension mailed or presented to the ONA grievance officer with a copy to the Association representative shall be granted.

Step II: If the grievance has not been answered or resolved, it may be presented in writing by the employee or his or her representative to the department head or Human Resources within fifteen (15) calendar days after the response is due from the supervisor. The department head shall respond to the employee or his or her representative, in writing, within fifteen (15) calendar days.

Step III: If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the grievant or representative to the County Labor Relations Manager or his or her designee, within fifteen (15) calendar days after the

response of the department head is due. The Labor Relations Manager, or his or her designee(s), shall respond in writing to the grievant or representative within fifteen (15) calendar days.

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

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

Step V: Arbitration After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Federal Mediation and Conciliation Service for a list of the names of seven (7) arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names(s), the order of striking to be determined by lot. One (1) day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

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

The arbitrator shall be requested to begin taking evidence and testimony within a reasonable period after submission of the request for arbitration, taking into

1 account the schedules of the parties, representatives, and witnesses, as well as that
2 of the arbitrator; and he or she shall be requested to issue his decision within thirty
3 (30) days after the conclusion of testimony and argument. The parties hereby vest
4 the arbitrator with authority to compel the attendance of witnesses on behalf of either
5 party by issuance of a subpoena, the cost of which shall be borne by the party
6 requesting the subpoena.

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

13 Expenses for the arbitration shall be borne by the losing party. The "losing
14 party" shall be designated by the arbitrator but shall be one (1) or the other of the two
15 (2) parties to the arbitration.

16 Each party shall be responsible for compensating its own representatives and
17 witnesses. If either party desires a verbatim recording of the proceedings, it may
18 cause such a record to be made, on the condition that it pays for the record and
19 makes copies available without charge to the other party and the arbitrator.

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

23 **2. Processing Grievances**

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

1 **3. County-Association Meetings**

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

8 **4. Filing Timelines**

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

ARTICLE 21
GENERAL PROVISIONS

1. No Discrimination

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

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

2. Bulletin Boards

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

3. Visits by Association Representatives

The County agrees that accredited representatives of the Oregon Nurses Association, upon advance notice to the Department Human Resources Director and with reasonable and proper introduction at the job site, shall have access to the premises of the County at any time during working hours to conduct Association business. The Association agrees that such visits will cause no disruptions or

1 interruptions of work. The County will make a meeting area available with prior
2 notice.

3 **4. Rules**

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

7 **5. Changes in Existing Conditions**

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

10 **6. Supremacy of Contract**

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

14 **7. Definitions**

15 By this reference, the definitions contained in Addendum C are made a part of
16 this Agreement.

17 **8. Contract Orientation and Distribution**

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

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

23 C. New Hire Orientation. The County shall provide paid release time to
24 one (1) member of the Association negotiating committee to attend Department new
25 employee orientation sessions. The committee member shall be allowed fifteen (15)
26 minutes to discuss Association membership and activities with newly hired
27 employees. The County will notify the Association bargaining unit chairperson or
28 designee of the schedule for Department orientation sessions.

29 **9. Safety Inspection**

30 As the County Chair's designee, the Central Human Resources Manager, or a
31 member of the Human Resources Division staff designated by him or her, or in its

own capacity the statutory safety committee shall no less than annually visit and inspect all facilities within the Division of Corrections to which nurses are assigned, for the purpose of identifying and attempting to remedy conditions which may jeopardize the safety of nursing staff.

10. Professional Nursing Forum

The County continues to recognize the importance of utilizing the professional expertise of the bargaining unit nurses, including development of their professional and leadership skills. To meet these goals, and the goal of better patient care, the County shall continue to support a Professional Nursing Forum (PNF) and bargaining unit nurses may attend without loss of pay. Within budgetary limits, the County shall make every effort to allow bargaining unit nurses to regularly attend Forum and Forum Committee meetings.

11. Nurse Employment Relations Committee

To promote harmonious relations and aid internal communication, the parties agree to establish a Nurse Employment Relations Committee ("NERC") within thirty (30) days following the signing of the contract. The County's NERC members will be the Health Department Director (or designee) and a representative from the County's Labor Relations Division. The Association shall designate four (4) employee members who will be released from duty to serve on the NERC without loss of pay. If the meeting is held at a time outside the member's regularly scheduled hours of work, he or she shall be permitted to flex his or her regular schedule within the FLSA workweek to compensate. The member and his or her schedule shall confer in advance of the meeting to determine a mutually agreeable flex schedule to achieve this purpose. In selecting members, the Association will select no more than one (1) employee from a particular organizational unit at a time and take into account such other considerations as are necessary to prevent disruption of operations. The Association may also designate its business representative to serve as a fifth (5th) member, if it desires. Either party may sponsor additional attendees at a particular meeting of the NERC after conferring with the Labor Relations Division representative and ONA Labor Relations Representative; PROVIDED, that the release of additional employee attendees must be approved by the employee's

1 immediate supervisor. The NERC will establish regular quarterly meetings during
2 normal working hours and will schedule such meetings insofar as practical to avoid
3 disruptions and interruptions of work. The Committee may discuss any matter
4 pertinent to maintaining good employer-employee relations. Each party will attempt
5 to give the other reasonable advance notice, insofar as practical, of the agenda items
6 it wishes to discuss at the next meeting. The parties first meeting shall occur within
7 sixty (60) days following signing of this agreement by both sides. The initial primary
8 focus will be a collaborative effort to improve service delivery and staffing needs.

9 **12. Contract Work**

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

19 B. The County agrees to meet with the Association to discuss the effect of
20 proposed contracting out or sub-contracting prior to the presentation of the proposal
21 to the County Chair or Board for formal action.

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

24 **13. Loss of Personal Property**

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

1
2 **14. Inclement Weather and Natural Disasters Policy**

3 The County reserves the right to establish policy with respect to attendance at
4 work during inclement weather or a natural disaster, and further reserves the right to
5 determine whether or not an event qualifies as such under the terms of any such
6 policy. Any time an employee is unable to be at work as scheduled due to such an
7 event, may, at the employee's discretion, be charged to:

- 8 ▪ Vacation Leave
9 ▪ Saved Holiday Time
10 ▪ Compensatory Time
11 ▪ Leave Without Pay

12 Provided, further, however, that an employee who attempts to get to work in
13 such a County declared event, but is unavoidably delayed, shall not have time
14 charged to one (1) of the above categories unless he or she is two (2) or more hours
15 late, in which event all time late will be charged.

ARTICLE 22
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.

ARTICLE 23
ENTIRE AGREEMENT

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

2. Nothing in this Article shall preclude

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

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

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

3. If the County wishes to implement actions that would otherwise violate this agreement, the County and Association shall confer under 2.B above and decide 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 24
TERMINATION

This Agreement shall be effective July 1, 2012, and shall remain in full force and effect through the 30th day of June 2015, subject to the reopener exception set forth in Article 10, 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, 2015, 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 _____ day of _____, 2012.

OREGON NURSES ASSOCIATION

BOARD OF COUNTY COMMISSIONERS
For Multnomah County, Oregon

Janine Tebeau-Jemerson, RN, Co Chair

Jeff Cogen, County Chair

Erin Shawn, NP, Co-Chair

Deborah Kafoury, Commissioner

Angela Warnock, RN

Loretta Smith, Commissioner

Donna Fish, LPN

Judy Shiprack, Commissioner

Beth McKinney, RN

Helen Rodman, RN

Diane McKeel, Commissioner

Amanda Cort, NP

NEGOTIATED BY:

Janet Buell, RN

Sheri Malstrom, RN

Jim Younger, HR Manager
Multnomah County, Oregon

NEGOTIATED:

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

Tresa Cavanaugh, Labor Relations
Representative, Oregon Nurses
Association

By _____
Jacqueline Weber
Deputy County Attorney

ADDENDUM A

SALARY SCHEDULE FOR ONA BARGAINING UNIT

Wages effective July 1, 2012

Effective July 1, 2012 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. Such rates reflect an increase of three point three percent (3.3%) over June 30, 2011 rates including step adjustment for Nurse Practitioner and Physician Assistant per Article 15, Section 1(A).

<u>CLASSIFICATION</u>	1	2	3	4	5	6	7	8	9
LICENSED COMMUNITY PRACTICAL NURSE	20.30	21.06	21.90	22.67	23.51	24.19	24.94	25.68	26.47
COMMUNITY HEALTH NURSE	28.32	29.36	30.45	31.59	32.78	34.02	35.02	36.07	37.16
NURSE PRACTITIONER	39.79	41.00	42.62	44.36	45.67	47.03	48.45	49.89	51.39
PHYSICIAN ASSISTANT	39.79	41.00	42.62	44.36	45.67	47.03	48.45	49.89	51.39

ADDENDUM B
DEFINITIONS

1. Continuous service

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

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

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

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

2. Full-time employee

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

3. Managerial employee

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

4. On-call employee

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

5. Part-time employee

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

1 **6. Regular employee**

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

6 **7. Probationary employee**

7 An employee serving a six (6) month period of trial service to determine his or
8 her suitability for continued employment, such period to begin on the date of his or
9 her appointment from a list certified by the Employee Services Division. During the
10 period of probation, the employee may be dismissed without recourse to the
11 grievance procedure if, in the opinion of his or her supervisor, his continued service
12 would not be in the best interest of the County. A dismissed probationer shall be
13 afforded, upon request, an opportunity to discuss his or her dismissal with the
14 Department Director or his or her designee(s).

15 If a probationary employee is granted a transfer to another division within the
16 Health Department, he/she may be subject to an additional six (6) month
17 probationary period.

18 **8. Temporary employee**

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

21 **9. Supervisory employee**

22 Means any individual having authority in the interest of the employer to hire,
23 transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline
24 other employees, or having responsibility to direct them, or to adjust their grievances,
25 or effectively to recommend such action, if in connection therewith, the exercise of
26 such authority is not of a merely routine or clerical nature, but requires the use of
27 independent judgment.

28 **10. Limited Duration Appointment**

29 Limited duration appointments may be made for special studies or projects of
30 uncertain or limited duration, which are subject to the continuation of a grant
31 (excluding grants for currently on-going programs like Early Childhood Services,

1 etc.), contract, award or special funding (special funding is defined as funding that is
2 designated as limited in duration with the possibility of no continuation beyond a
3 budget cycle). Such appointments shall be for a stated period not exceeding two
4 years but may expire earlier. Limited duration employees shall be scheduled on a
5 full-time or part-time basis and receive benefits and union representation per this
6 agreement.

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

11 A regular employee appointed to a limited duration appointment shall be
12 reinstated to a position in his/her former classification for purposes of layoff or when
13 the limited duration appointment ends. Regular status employees will continue to
14 accrue seniority as if in their regular assignment. Limited duration appointments shall
15 be made only with the agreement between the Association and Labor Relations.

ADDENDUM C
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 work place 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 19, 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, and distribution of alcohol or drugs while on duty

Employees shall:

a. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place 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 containers are

brought to the work place. The “work place” includes vehicles parked on County property.

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

c. Not distribute, dispense, or sell prescription medications without a valid prescription.

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

Employees shall:

a. Not use, possess, or distribute illegal drugs.

b. Not use or distribute alcohol without authorization.

3. Fitness for Duty

Employees shall:

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

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

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

d. Not be absent from work because of the use of alcohol or illegal drugs, or because of the abuse of prescription or non-prescription medications, except when absent to participate in a bona fide assessment and rehabilitation program while on FMLA and/or OFLA leave.

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

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

13 **4. Cooperation with Policy Administration**

14 Employees shall:

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

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

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

27 d. Complete any assessments or treatment programs
28 required under this Policy.

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

f. Disclose promptly (upon the next working day) and fully to his/her supervisor:

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

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

C. Levels of Discipline

1. The level of discipline imposed on non-probationary employees for violation of the Alcohol and Drug Policy Work Rules above or other violations resulting from the use of alcohol or drugs will be according to the provisions of Article 19, Disciplinary Action.

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

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

- a. carrying firearms
- b. work in the criminal justice system
- c. responsibility for public safety or the safety of coworkers
- d. handling narcotics or other controlled substances
- e. handling hazardous equipment or materials
- f. influencing the behavior of minors
- g. holding a Commercial Drivers License

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

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

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

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

18 iii. The signatures of the employee's supervisor, the
19 employee, and the employee's Union representative.

20 b. The parties understand the offering of a Last Chance
21 Agreement is discretionary by the County, and when such an agreement is offered,
22 the terms are for the duration of the employee's employment with the County. The
23 offer of a Last Chance Agreement will not set precedent for the discipline of other
24 employees in the future. Any discipline incorporated in a Last Chance Agreement
25 may not be grieved under the provisions of Article 20, Grievance Procedure.

26 **D. Mandatory Assessment and Treatment**

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

1 controlled substances will be required to undergo assessment at the earliest
2 opportunity, regardless of whether disciplinary action has been taken.

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

8 3. Policy on the use of leave for assessment and treatment will be
9 the same as for any other illness.

10 **E. Return to Work Testing**

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

15 **4. Testing**

16 **A. Basis for Testing**

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

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

27 3. Holders of Commercial Drivers Licenses (CDLs) shall be subject
28 to the testing requirements of federal law, in addition to the requirements herein
29 which apply to all employees. For example, unlike other employees, CDL holders will
30 be subject to legally required random testing and testing following certain kinds of
31 accidents.

1 **B. Establishing Reasonable Suspicion**

2 **1. Definition**

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

12 **2. Supervisory training**

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

17 **3. Lead Worker**

18 Lead workers who oversee day to day work activities are
19 “supervisors” for the purposes of establishing reasonable suspicion and directing
20 employees to be tested on that basis. This provision applies to lead workers who
21 supervise or act as lead workers as part of their job description, as well as to those
22 who receive premium pay under Article 15.12, Lead Assignments.

23 **4. Additional precautions**

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

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

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

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

5 **C. Testing Methodology**

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

10 **1. Drug Testing**

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

20 b. In addition to compliance with federal guidelines, the
21 following safeguards will also be applied:

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

26 ii. Appeals If an employee disagrees with the results
27 of the alcohol or drug test, the employee may request, in writing, within five (5) days
28 of receipt of test results, that the original sample be re-tested at the employee's
29 expense by the testing laboratory. The result of any such retest will be deemed final
30 and binding and not subject to any further test. Failure to make a timely written
31 request for a retest shall be deemed acceptance of the test results. If an employee

requests a retest, any disciplinary action shall be stayed pending the results of the re-testing.

2. Alcohol Testing

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

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

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

5. Definitions

A. Alcohol

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

B. Controlled Substance

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

C. County

Multnomah County, Oregon.

D. Drug Paraphernalia

Drug paraphernalia means any and all equipment, products, and materials of any kind, as more particularly defined in ORS 475.525(2), which are or can be used in connection with the production, delivery, or use of a controlled substance as that term is defined by ORS 475.005.

1 **E. Drug Test**

2 A laboratory analysis of a urine sample to determine the presence of
3 certain prohibited drugs or their metabolites in the body.

4 **F. Drugs**

5 Controlled substances, designer drugs (drug substances not approved
6 for medical or other use by the U.S. Drug Enforcement Administration or the U.S.
7 Food and Drug Administration), and/or over-the-counter preparations available
8 without a prescription from a medical doctor that are capable of impairing an
9 employee's mental or physical ability to safely, efficiently, and accurately perform
10 work duties.

11 **G. Medical Review Officer (MRO)**

12 A medical doctor trained in toxicology who contracts with employers
13 primarily to review positive preliminary drug test results with employees. The MRO
14 determines whether or not the results are likely to have been caused by factors other
15 than drug abuse.

16 **H. On Duty**

17 The period of time during which an employee is engaged in activities
18 which are compensable as work performed on behalf of the County, or the period of
19 time before or after work when an employee is wearing a uniform, badge, or other
20 insignia provided by the County, or operating a vehicle or equipment which identifies
21 Multnomah County.

22 **I. Prescription Medication**

23 A medication for which an employee is required by law to have a valid,
24 current prescription.

25 **J. Reasonable Suspicion of Being Under the Influence of Drugs or**
26 **Alcohol:**

27 See Section 4.B.1.a above.

28 **K. Substance Abuse Professional (SAP)**

29 A licensed physician, or licensed or certified psychologist, social
30 worker, employee assistance professional, or addiction counselor with knowledge of

1 and clinical experience in the diagnosis and treatment of alcohol and controlled
2 substance-related disorders.

3 **L. Under the Influence of Alcohol**

4 See Section 3.B.3.a above.

5 **M. Under the Influence of Drugs**

6 See Section 3.B.3.a above.

Sample Last Chance Agreement

LAST CHANCE AGREEMENT

The following agreement is entered into between Multnomah County and the Employee. Failure on the part of the employee to meet the expectations below will result in the termination of his or her employment with the County.

1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if required, I shall immediately enroll and continue in a bona fide alcohol/drug inpatient or outpatient rehabilitation program approved by the County. I fully understand that should I fail to complete either the inpatient or outpatient program, my employment with the County will be terminated.

2. I agree to comply with and complete the conditions of my "Aftercare Plan" as recommended by my treatment counselor. If I must be absent from my aftercare session, I must notify the County. The County has my permission to verify my attendance at required meetings. If I do not continue in the aftercare program, I understand that my employment will be terminated.

3. I understand that the signing of this agreement shall allow the County the right to communicate with my physician and/or counselors regarding my status and progress of rehabilitation and aftercare. I further agree to sign any authorization or release of information necessary to allow for such communication.

4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing (urinalysis and breath test) by the County for a period of twenty-four (24) months from the date of this agreement or when I return to work if I am participating in an inpatient treatment program. This time period will increase accordingly if I am 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.

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. Further, I pledge to remain free of all illegal drugs and also not to abuse
30 legal drugs (including alcohol). I hereby consent to the County's contacting any
31 treatment or health care provider who may have information on my alcohol or drug

dependency condition and/or compliance with the terms of this agreement and authorize the provider to furnish such information to the County.

I understand the terms and conditions of this letter. I also understand that, except as expressly stated in this agreement, my terms and conditions of employment will be determined by the County's policies and rules, and that this agreement does not guarantee me employment for any set period of time. I have had sufficient time to study it away from the work place and to consult anyone I desire about it. I sign it free of any duress or coercion. This letter will become part of my personnel file.

_____ (Employee)	_____ (Date)	_____ (Exempt Employee With Disciplinary Authority)**	_____ (Date)
---------------------	-----------------	---	-----------------

_____ (Labor Representative) (optional)	_____ (Date)	_____ (Employee's Immediate Exempt Supervisor***)	_____ (Date)
--	-----------------	---	-----------------

(Multnomah County (Date)
Labor Relations, if applicable*)

Footnotes:

* Necessary only if terms of the Labor Agreement are waived or excepted.

** Always necessary.

*** Optional in cases in which immediate supervisor does not have termination authority.

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