

COUNTY AND ONA BARGAINING PROPOSALS
SIDE BY SIDE
APRIL 19, 1991

<u>Article Number</u>	<u>County Proposal</u>	<u>Asso. Proposal</u>
#1 Preamble	NC	NC
#2 Recognition	NC	NC
#3 Management Rights	NC	NC
#4 Association Security	NC	NC
#5 No Strike, No Lockout	No paid leave or benefits during strike, slowdown, etc.	NC
#6 Holidays	Grammar change, sec. 5	NC
#7 Vacation	NC	Vacation accrual for overtime hours worked; no maximum on accrued vacation time; overtime included in seniority for vacation accrual rate for part-time nurses
#8 Sick Leave	Ref. to Parental Leave resolution #89-111 in sec. 5 Sick leave conversion open for discussion, sec. 7	Sick leave to holiday conversion counted in hours, not days, sec. 7 (clarifies part-time nurses' conversion rights)
#9 Other Leaves	Unpaid leave "up to" one year, sec. 1 Maternity and adoption leave of up to 6 mos. may be reduced by time on legally mandated parental leave, sec. 5	Right to return to same position upon return from leave of absence, sec. 1
#10 Health and Welfare	All except successor plans (sec. 6), life insurance (sec. 8), and short term disability	Clean-up of plan implementation language from last time; fixed cost to part-time

	purchase plan (sec.9) open for discussion	nurses for medical and dental for duration, sec. 5
		county to pay for half of short term disability coverage, sec. 9
		Waiver and part refund for dental as well as medical insurance
#11 Workers Compensa- tion	NC	NC
#12 Defense and Indemnifi- cation	NC	NC
#13 Seniority, Layoff	Incorporate updated Personnel Rules, sec. 1	Add LPN to promotional line; CHN can bump LPN; LPN seniority with Local 88 counts toward ONA seniority
		Right to refuse one offer without losing place on layoff list
		Layoff rights for probationary nurses, but must complete probation upon rehire
#14 Hours of Work	Normal work day, work week, and meals and rest periods (sec. 1-3) open for discussion	Alternate shifts longer than 8 hours by mutual agreement
#15 Wages	COLA freeze 1991; COLA for 1992, 1993, 1994, overtime, and auto reimbursement (sec. 1,4,7) open for discussion.	Wage proposal pending. Increase shift diff. from \$.75/hr. to \$1.10/hr. for evening shift, and from \$1.60/hr. to \$2.25/hr. for night shift.
	Broader trigger for contract reopener due to revenue shortfalls	Auto reimbursement from 22/mi. to \$.30/mi. and

	New section 16 on wage offsets for wage or benefit increases resulting from new state or federal legislation	base from \$35/mo. to \$40/mo.	Parking for field nurses; near site parking for jail nurses on evening and night shift	Raise corrections premium to approx. double current rate to \$.96 for LPN's; \$1.30 for CHN's; \$1.44 for NP's.	New section 16, weekend differential of \$1.50/hr.
#16 Performance Evaluation	Implement recently developed system		Implement new system		
#17 Employment Status	New section 5 stating that the status of intergovernmental transfers into or out of the county will be governed by state law				
#18 Disciplinary Action		NC		NC	
#19 Settlement of Disputes	More flexibility in the scheduling of hearings, sec. 1			NC	
#20 General Provisions	Legally mandated safety committees included in safety inspections, sec. 9			NC	
	Delete section 13 on loss of personal property				
#21 Savings/Funding		NC		NC	

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#22 Entire Agreement	NC	NC
#23 Termination	Terminates 6/30/95	Terminates 6/30/93
Addendum A Salary schedule	COLA freeze 1991	Pending
Addendum B Dues Deduction	NC	NC
Addendum C Definitions	NC	NC
Addendum D Seniority and Layoff	Modify to incorporate new Personnel Rules	NC

1 be entitled to accrue or receive benefits, including but
2 not limited to vacation pay, sick leave, holidays,
3 workers' compensation supplemental benefits, medical or
4 dental insurance benefits, whether or not such benefit has
5 been procured by advance payment, during the period of
6 such activity. This limitation shall be in addition to
7 such other eligibility requirements as normally apply for
8 the accrual, payment and receipt of such benefits.

1 5. Holiday During Leave.

2 [Should] If a full-time employee or a |
3 part-time employee eligible under Section 1.b. [be] is on |
4 authorized leave with pay when a holiday occurs, such
5 holiday shall not be charged against such leave.

6 6. Holiday Work.

7 If a part-time or full-time employee works
8 on any of the holidays listed above, the employee shall in
9 addition to his or her holiday pay be paid for all hours
10 worked at the rate of time and one-half (1-1/2) his or her
11 regular rate of pay, or may elect, in lieu of holiday pay
12 to receive another day off with pay within 90 days
13 following the holiday on a date mutually agreeable between
14 the employer and the employee.

1 In case either of the above
2 specified patterns occurs and is identified by the
3 supervisor, the supervisor in addition to any required
4 oral or written explanation may for a period of six (6)
5 months also require a physician's certificate for each
6 instance of use.

7 b. High Frequency Sick Leave Use.

8 When frequent use of sick leave gives
9 rise to problems which cannot be resolved between the
10 supervisor and an employee or employees, the County may
11 present the details of any such problem in writing to the
12 Association. The Association agrees to work with the
13 County in reaching an equitable resolution of the dispute.

14 c. Exhaustion of Sick Leave.

15 Sick leave charges in excess of earned sick
16 leave credits may be charged against earned and available
17 annual leave or leave without pay, provided that any leave
18 of absence without pay will be subject to management
19 approval under the terms of Article 9.

20 5. Sick Leave During Maternity.

21 Except as otherwise provided by County

22 Resolution #89-111 (amended version dated June 1, 1989)

23 [The] the use of sick leave during pregnancy shall be |
24 governed by Sections 1 through 3 of this Article.

1 6. Occupational Exposure.

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

10 7. Conversion of Sick Leave.

11 **OPEN FOR DISCUSSION AND POSSIBLE MODIFICATION**

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

- 15 a. After one year's service, an employee
16 may convert two (2) days accrued sick
17 leave to two (2) additional personal
18 holidays each fiscal year.
- 19 b. When an employee has accrued three
20 hundred sixty (360) hours sick leave,
21 he or she may convert three (3) days
22 accrued sick leave to three (3)
23 additional holidays each fiscal year.
- 24 c. When an employee has accrued seven
25 hundred twenty (720) hours sick leave,
26 he or she may convert four (4) days
 accrued sick leave to four (4)
 additional personal holidays each
 fiscal year.

- 1 d. When an employee has accrued one
2 thousand (1000) hours sick leave, he or
3 she may convert five (5) days accrued
4 sick leave to five (5) additional
5 personal holidays each fiscal year.
6 e. When an employee has accrued one
7 thousand two hundred eighty (1280)
8 hours sick leave, he or she may convert
9 six (6) days accrued sick leave to six
10 (6) additional personal holidays each
11 fiscal year.

12 8. Other Sick Leave Provisions.

- 13 a. Used sick leave shall be charged on the
14 basis of ten (10) hours per day for
15 four day work week employees, or eight
16 (8) hours per day for five day work
17 week employees.
18 b. Sick leave shall be charged in one
19 quarter hour increments in accordance
20 with the uniform time charging
21 provisions of Article 14.
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1 4. Voting Time.

2 Employees shall be granted two (2) hours to
3 vote on any election day if due to shift scheduling they
4 would not be able to vote.

5 5. Maternity and Adoption Leave.

6 Maternity and adoption leave not to exceed
7 six (6) months shall be granted without pay at the request
8 of the employee; **PROVIDED, that this period may be reduced**
9 **by the employer by a period not to exceed the duration of**
10 **any paid parental leave with pay taken pursuant to**
11 **Article 8, Section 5 of this Agreement.** Such leaves may
12 be extended or renewed for a period not to exceed six (6)
13 months.

14 6. Educational Leave.

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

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

1 current benefit levels or components therein must be
2 mutually agreed upon by all parties before implementing.

3 Coverage shall include the employee and his
4 or her immediate family, i.e., wife/husband and eligible
5 dependent children.

6 As the term "current" or "currently" is
7 utilized in this section it shall refer to the indemnity
8 plan as modified in "3" below.

9 Effective September 1, 1988, the County will
10 include prescription drug coverage in its HMO medical
11 insurance plan in accordance with the terms of the "50%
12 Kaiser option". Coverage will apply to the employee and
13 members of his or her immediate family who are covered by
14 the HMO insurance plan.

15 3. Modification of Indemnity Plan (currently
16 administered by Blue Cross).

17 **OPEN FOR DISCUSSION AND POSSIBLE MODIFICATION**

18 Effective September 1, 1988, the indemnity plan
19 will be modified as described in subsections "a" through
20 "f" below. Employees who are in the indemnity plan when
21 this Agreement is executed will have the opportunity to
22 apply for HMO coverage in advance of any changes to the
23 indemnity plan.

1 a. The Basic/Major Medical Plan will be
2 replaced by a Comprehensive 80/20 Major Medical Plan.

3 b. A \$100 deductible to be paid by the
4 employee will be applied each calendar year to each person
5 covered to a maximum of three (3) deductibles per family.

6 c. Once deductibles are applied, the Plan
7 will pay 80% of the next \$5,000 of covered expenses
8 incurred during a calendar year by each insured person.
9 It will pay 100% of any additional covered expenses
10 incurred within the calendar year.

11 d. The maximum lifetime benefit per person
12 covered will be \$1,000,000.

13 e. Effective September 1, 1988, the Plan
14 will include preventive physical exam coverage for
15 employees only. Effective July 1, 1989 preventive
16 physical exam coverage (the terms of which were discussed
17 during the bargaining process) will be extended to the
18 employee and members of his or her immediate family who
19 are covered by the Plan.

20 f. Effective July 1, 1989, the Plan will
21 include well baby coverage the terms of which were
22 discussed during the bargaining process.

1 g. The scope of covered expenses except as
2 specifically provided in "a" through "f" above shall
3 remain the same as in the prior plan.

4 4. Dental Plan.

5 **OPEN FOR DISCUSSION AND POSSIBLE MODIFICATION**

6 The County agrees to contribute monthly on
7 behalf of each eligible employee the monthly premium for
8 the group dental service program offered by an approved
9 Health Maintenance Organization, or to provide at no cost
10 to the employee a plan of benefits comparable to dental
11 benefits currently enjoyed by eligible employees.
12 Coverage shall include the employee and his or her
13 immediate family, i.e., wife/husband and eligible
14 dependent children.

15 5. Part-Time Nurses.

16 **OPEN FOR DISCUSSION AND POSSIBLE MODIFICATION**

17 Part-time employees may receive full Medical
18 and Dental benefits upon payment of fifty percent (50%) of
19 the monthly premium by the employee to the County.
20 Except, eligible part-time employees who work full-time
21 100% of time for thirty (30) continuous days (128 hours),
22 the monthly premium for Medical and Dental shall be paid
23 in full by the County.

1 6. Successor Insurance Plans.

2 In the event any of the above insurance plans
3 are no longer provided by the County, the County agrees to
4 provide to affected employees a substitute plan, if avail-
5 able, of the same service delivery type at substantially
6 the same or a better benefit level. If no substitute plan
7 is available, the County shall provide coverage to
8 affected employees under the terms of remaining dental and
9 medical plans.

10 7. Retirees.

11 **OPEN FOR DISCUSSION AND POSSIBLE MODIFICATION**

12 a. Persons who retire from Multnomah
13 County employment at age sixty (60) or after, but before
14 they are eligible for Medicare, and who have at least five
15 (5) years of County service, shall be carried by the
16 County on the group medical health plan until such time as
17 the person is eligible for Medicare subject to the
18 limitations of Section 2. above.

19 b. The County shall continue to make
20 available to County retirees group medical health plan
21 benefits.

22 8. Life Insurance.

23 The County agrees to provide each full-time
24 and part-time employee covered by this Agreement with term
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1 life insurance in the amount of twenty thousand dollars
2 (\$20,000). Upon retirement after at least five (5) years
3 of County service, retirees of Multnomah County will be
4 provided with two thousand dollars (\$2,000) term life
5 insurance coverage. Employees will designate their
6 beneficiaries. Employees, at their option and expense,
7 consistent with carrier contract(s), may purchase from the
8 same carrier additional term life insurance as a
9 supplement to that provided by the County. Insured
10 employees will be provided a certificate evidencing such
11 insurance.

12 9. Disability Insurance.

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

18 10. Long Term Disability Insurance

19 **OPEN FOR DISCUSSION AND POSSIBLE MODIFICATION**

20 The County will provide long term disability
21 insurance to all members of the bargaining unit who are
22 regularly scheduled to work at least half-time. The
23 insurance is provided pursuant to the Standard Insurance
24 Company proposal dated July 13, 1988 and presented by Fred
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1 S. James of Oregon. There will be a 180 day elimination
2 period.

3 11. Waiver of Health and Welfare Benefits.

4 **OPEN FOR DISCUSSION AND POSSIBLE MODIFICATION**

5 Employees may elect to waive participation
6 (coverage) in the County's Health and Welfare Benefits
7 Plan by submitting such request for waiver in writing on
8 the appropriate County waiver form. Employees making such
9 waiver will not be eligible to re-enroll until the
10 County's official open enrollment period. The County
11 shall reimburse employee(s) for waiver of benefit coverage
12 an amount of money equal to thirty-three percent (33%) of
13 the highest two (2) party premium paid by the County.

14 Any part-time employee who accepts waiver
15 and wishes to purchase one of the County's dental
16 insurance plans, at the employee's cost, may do so through
17 payroll deduction subject to the limitations of this
18 Article.

1 understood by the parties that certain programmatic
2 objectives may require the County to make specific changes
3 in the work week. The days of the work week for full-time
4 employees shall be consecutive unless arrangements for a
5 split work week are requested by the employee and approved
6 by the appointing authority.

7 3. Meal and Rest Periods.

8 **OPEN FOR DISCUSSION AND POSSIBLE MODIFICATION**

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

16 b. An employee, with the approval of the
17 appointing authority, may elect to take a one (1) hour
18 meal period in lieu of the thirty (30) minute meal period
19 set out above, provided, however, that no portion of such
20 extended meal period shall be considered time worked for
21 pay purposes. Adjustments to the starting or quitting
22 time shall be made to accommodate the approved extended
23 meal period, subject to the provisions of "c" below.

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

9 d. Employees required by their immediate
10 supervisor or designee to remain at their work station or
11 on standby in their assigned facility during their meal
12 and/or rest period, such time shall be considered as time
13 worked.

14 4. Work Schedules.

15 Except in an emergency, work schedules shall
16 be posted on all departmental bulletin boards at least two
17 (2) weeks in advance.

18 5. Weekend Provisions in 24-Hour Facilities.

19 Employees of 24-hour facilities who are
20 required to work a split work week shall be provided two
21 (2) weekends off in a calendar month. A weekend for
22 purposes of this section shall mean Saturday and Sunday.
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1 **b. July 1, 1989.** |

2 Effective July 1, 1989 the rates and |
3 ranges of employees covered by this Agreement shall be |
4 increased in accordance with the following formula: |

5 ~~(--% increase in CPI-----)-----(%-----)~~ |
6 ~~(--(National Urban Wage Earners)-----increase--)~~ |
7 ~~(--and Clerical Workers Index--)--in each--)~~ |
8 ~~(--March 1988 to March 1989)--)--wage rate--)~~ |

9 The minimum adjustment made shall be three percent (3%). |

10 The maximum adjustment shall be four and one-half percent |
11 (4.5%). |

12 **c. July 1, 1990** |

13 Effective July 1, 1990 the rates and |
14 ranges of employees covered by this Agreement shall be |
15 increased in accordance with the same formula as in "b" |
16 above except the base period shall be March 1989 to March |
17 1990. The minimum adjustment shall be three and one-half |
18 percent (3.5%). The maximum adjustment shall be five |
19 percent (5%). |

20 **d. July 1, 1990 -- Pay Equity** |

21 The parties recognize that the County |
22 is beginning a comprehensive compensation and |
23 classification study which shall be completed prior to |
24 July 1, 1990. Effective July 1, 1990 the County in |
25 addition to the pay increase specified in "c" above shall |

1 allocate one percent (1%) of the July 1, 1989 base wage |
2 payroll of this bargaining unit before adjustment under |
3 the terms of "c" above for the purpose of pay equity |
4 increases to the wage rates of the classifications |
5 specified in Addendum A. These increases shall be made |
6 following consultation with the Association and shall bear |
7 a reasonable relationship to the results of the study. In |
8 no event shall the June 30, 1989 rates and range of any |
9 classification be increased less than two thirds of one |
10 percent (.66%) as a result of this provision.] |

11 e. Reopener.

12 In the event that the County's
13 estimated general fund resources in the executive budget
14 for ~~[1989-90]~~ 1991-92, 1992-93, 1993-94, or 1994-95 fall |
15 fifteen percent (15%) or more below the estimated general
16 fund resources in the preceding year's executive budget
17 due to any passage of property tax limitation measures, or
18 for other reasons beyond the County's direct control [the |
19 ~~terms of Section "1.b."~~ above] no scheduled increase in |
20 compensation set forth in this agreement not in effect
21 before the loss of such revenue [shall not] be implemented |
22 and negotiations will commence [on or before April 15, |
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1 1989,] within ten (10) days following notice by the County |
2 to the Association of the occurrence of such event for
3 substitute terms for Article 15.1.[b.] |

4 ~~[In the event that the County's |~~
5 ~~estimated general fund resources in the executive budget |~~
6 ~~for 1990-1991 fall fifteen percent (15%) or more below the |~~
7 ~~estimated general fund resources in the preceding year's |~~
8 ~~executive budget due to any passage of property tax |~~
9 ~~limitation measures, the terms of Section "1.c." above |~~
10 ~~shall not be implemented and negotiations will commence on |~~
11 ~~or before April 15, 1990, for substitute terms for Article |~~
12 ~~15, Section "1.c."] |~~

13 In the event of a reopener should the
14 parties exhaust all impasse resolution mechanisms provided
15 by law, the terms of Article 6 (No Strike Clause) shall be
16 waived for the duration of any resulting strike or lock
17 out, providing that such labor dispute arises out of and
18 is directed exclusively toward differences between the
19 parties concerning substitute terms for Article 15.1.b or
20 15.1.c.

21 2. Shift Differential.

22 The County agrees to pay the following shift
23 premium in addition to the established hourly wage rate:
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1 4. Overtime.

2 **OPEN FOR DISCUSSION AND POSSIBLE MODIFICATION**

3 a. Where operational circumstances permit,
4 all overtime shall be by prior approval by the authorized
5 supervisor or assigned designee, or evaluated, if
6 appropriate, and approved later. Unauthorized and
7 inappropriate overtime may result in disciplinary action.
8 When overtime is worked, employees will be compensated at
9 the rate of one and one-half (1.5) times their normal
10 hourly rate of pay for additional time worked as follows:

- 11 (1) In excess of eight (8) hours in
12 any work day for a five-day-a-week
 employee;
13 (2) In excess of ten (10) hours in any
14 work day for a four-day-a-week
 employee;
15 (3) In excess of forty (40) hours in
16 any work week.

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

21 c. Work which is not required by the
22 County, but is performed as part of the flexible hours
23 concept as administered by the Department of Human
24 Services (or its successor) shall not be considered
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1 7. Reimbursement for Required Use of Personal
2 Automobile.

3 **OPEN FOR DISCUSSION AND POSSIBLE MODIFICATION**

4 a. Employees who are required to use their
5 vehicle, as determined by the County, shall be reimbursed
6 at the rate of twenty-two cents (22¢) per mile. Employees
7 shall be assigned a regular reporting site, and if
8 required by the County to report for work at an alternate
9 work site, the employee shall be entitled to mileage
10 reimbursement, the difference in mileage to and from their
11 regular work site and the alternate work site, if reporting
12 directly from home to the alternate work site is a further
13 distance.

14 b. To qualify for the thirty-five dollars
15 (\$35.00) mileage base reimbursement employees must be
16 required by the County, as a condition of their current
17 job assignment, to have a vehicle available daily. They
18 must routinely report to more than one site in a day and/or
19 be required to make field visits. The thirty-five dollars
20 (\$35.00) per month base reimbursement shall be for vehicle
21 maintenance and insurance allowance.

22 It is further understood and agreed that
23 employee(s) must be in active pay status to qualify and
24 receive mileage base reimbursement. All other employees

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1 16. Wage Offsets.

2 Any increase of the employer's cost of
3 providing benefits or compensation derived from state or
4 federal legislation or administrative rule enacted or
5 implemented during the life of this agreement shall be
6 offset against the straight time wage rates payable to
7 employees in a uniform percentage reasonably determined by
8 the employer and applied against the wage schedule
9 commencing at the time the increased employer cost takes
10 effect.

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ARTICLE 16

PERFORMANCE EVALUATION TRANSITION

~~[1. Transition from Article 16 of Predecessor Agreement.~~

~~Effective July 1, 1988, all terms of Article 16 of the predecessor agreement shall be terminated and compensation for each wage step shall be solely in accordance with Article 15, Addendum A, and Subsection 2 below. The County will consult with the Association in the development of a new evaluation instrument. For this purpose, a Performance Evaluation Committee will be constituted composed of three County and three Association members. The committee will meet at least twice a month for four (4) hours per meeting for a three (3) month period.~~

~~Any substitute evaluation system will minimally include:~~

- ~~• Clinical observations of the employee;~~
- ~~• That clinical observations related to professional nursing practice shall be performed by a registered nurse; and~~
- ~~• That a performance conference shall occur annually.~~

1 Prior-to-implementation-of-the-new |
2 evaluation-system,-the-bargaining-teams-will-reconvene-to |
3 hear-comments-from-both-teams-] |

4 [2- Appeals-and-Relationship-to-Salary |

5 a- Transition |

6 During-the-transition-in-which-a-new |
7 performance-evaluation-instrument-is-being-developed,-step |
8 increases-shall-be-granted-automatically-upon-each |
9 employee's-anniversary-date---Employees-will-be-evaluated |
10 with-the-current-evaluation-tool-with-the-elimination-of |
11 scoring-boxes-and-the-addition-of-a-summary-by-the |
12 evaluating-supervisor---Interim-evaluations-will-be |
13 subject-to-the-same-minimum-standards-as-defined-in |
14 Section-1,-paragraph-2-above-] |

15 b. Implementation of [the] New Evaluation |

16 Plans

17 Any new evaluation instrument shall
18 provide for the right of written employee response to the
19 content of the evaluation. Once the new evaluation
20 instrument is implemented, step increases will be granted
21 only upon a determination by the County that the
22 employee's overall performance is satisfactory. Any
23 employee who is denied a step increase may appeal the
24 reasonableness of such a denial in accordance with
25 Article 19 of this Agreement.

1 4. Termination Interviews.

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

6 5. Intergovernmental Agreement, Merger, or
7 Consolidation.

8 If the County decides to merge, consolidate,
9 or enter into an intergovernmental agreement whereby one
10 or more members of the bargaining unit would no longer be
11 employed directly by Multnomah County, or whereby the
12 County would receive employees of another public employer
13 includable in the unit the provisions of ORS 236.610
14 through 236.650 shall govern the impact of such decision.

1 by mutual agreement. If the parties are unable
2 to agree on a method, the arbitrator will be
3 chosen by the method of alternate striking of
4 names(s); the order of striking to be determined
5 by lot. One (1) day shall be allowed for the
6 striking of each name. The final name left on
7 the list shall be the arbitrator. Nothing in
8 this section shall prohibit the parties from
9 agreeing upon a permanent arbitrator or permanent
10 list.

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

17 The arbitrator shall be requested to begin taking
18 evidence and testimony within [~~twenty-five (25)~~ |
19 days] a reasonable period after submission of the |
20 request for arbitration, taking into account the
21 schedules of the parties, representatives, and
22 witnesses, as well as that of the arbitrator; and
23 he or she shall be requested to issue his
24 decision within thirty (30) days after the
25 conclusion of testimony and argument. The
26 parties hereby vest the arbitrator with authority
to compel the attendance of witnesses on behalf
of either party by issuance of a subpoena, the
cost of which shall be borne by the party
requesting the subpoena.

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

Expenses for the arbitration shall be borne by
the losing party. The "losing party" shall be
designated by the arbitrator but shall be one or
the other of the two parties to the arbitration.

1 9. Safety Inspection.

2 As the County Chair's designee, the County
3 Employee Services Director, or a member of the Employee
4 Services Division staff designated by him or her, or in
5 its own capacity the statutory safety committee shall no
6 less than annually visit and inspect all facilities within
7 the Division of Corrections to which nurses are assigned,
8 for the purpose of identifying and attempting to remedy
9 conditions which may jeopardize the safety of nursing
10 staff.

11 10. Corrections Meal Practice.

12 The County shall provide a mid-shift meal
13 for all nurses assigned to correctional institutions in
14 accordance with the practice now in effect at Multnomah
15 County Detention Center.

16 11. Professional Nursing Care Committee

17 a. Professional Nursing Forum (PNF):

18 The County continues to recognize the
19 importance of utilizing the professional expertise of the
20 bargaining unit nurses, including development of their
21 professional and leadership skills. To meet these goals,
22 and the goal of better patient care, the County shall
23 continue to support a Professional Nursing Forum (PNF).
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1 ~~[13. Loss of Personal Property. |~~

2 ~~An employee who suffers loss of personal |~~
3 ~~property arising out of the performance of his or her |~~
4 ~~duties and who has his or her claim for reimbursement |~~
5 ~~denied by the County, may submit such claim to the Director |~~
6 ~~of Employee Services or his or her designee(s) for review |~~
7 ~~at the next County Association meeting. In no event will |~~
8 ~~payment be made when the employee's loss is recoverable |~~
9 ~~through any insurance claim available to the employee. |~~
10 ~~Approval of claims shall be subject to agreement by both |~~
11 ~~the Association and the County.] |~~

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SORTED BY TITLE

JOB CLASS NUMBER	FEDERAL CODE	JOB TITLE	BARGAINING UNIT	PAY STEPS									
				1	2	3	4	5	6	7	8	9	10
6320	02	COMM HEALTH NURSE/LEAD/CORR *	0022	14.30	14.86	15.41	16.00	16.61	17.25	17.91	18.58	19.32	0
6315	02	COMMUNITY HEALTH NURSE	0022	13.00	13.53	14.06	14.62	15.20	15.81	16.44	17.08	17.78	0
6326	02	COMMUNITY HEALTH NURSE/CORR *	0022	13.65	14.18	14.71	15.27	15.85	16.46	17.09	17.73	18.43	0
6318	02	COMMUNITY HEALTH NURSE/LEAD *	0022	13.65	14.21	14.76	15.35	15.96	16.60	17.26	17.93	18.67	0
6304	03	LICENSED COMM PRAC NURSE/CORR*	0022	9.62	9.98	10.35	10.76	11.16	11.58	12.03	12.50	12.99	0
6303	03	LICENSED COMM PRACTICAL NURSE	0022	9.14	9.50	9.87	10.28	10.68	11.10	11.55	12.02	12.51	0
6314	02	NURSE PRACTITIONER	0022	16.11	16.67	17.19	17.70	18.52	19.04	19.60	20.19	20.80	0
6317	02	NURSE PRACTITIONER/CORRECT *	0022	16.91	17.47	17.99	18.50	19.32	19.84	20.40	20.99	21.60	0
6319	02	NURSE PRACTITIONER/LEAD *	0022	16.92	17.50	18.05	18.59	19.45	19.99	20.58	21.20	21.84	0

Wages 7/1/90, including 1% pay equity increase and 5% COLA

Corrections premium:

LCPN	CHN	NP
48¢	65¢	80¢

Rates proposed for Addendum A

C to A
April 19, 1991

ADDENDUM D
SENIORITY & LAYOFF

MODIFY THIS ADDENDUM IN ACCORDANCE WITH PERSONNEL RULE 20 OF EXECUTIVE ORDER 195

Scope

The following rules and procedures apply to all employees who have classified status, except that nothing contained in these rules and procedures shall supersede provisions of existing collective bargaining agreements.

Definitions

Layoff: A reduction in force in classification for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department.

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 of employment of fourteen months or less shall constitute continuous service, in addition to those individually documented cases already approved by the Board of County Commissioners, the County Chair or Employee Services Director.
- c. For purposes of 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.

Promotional Line: Refers to a classification series in the same occupational field in which service in the lower classification qualifies the employee for the higher classification.

Bumping: The displacement of the least senior regular employee by another regular employee with more seniority within the classification.

Equivalent Classifications: Refers to matching by the Employee Services Division of an abolished classification with a current classification that has substantially the same duties, authority and responsibility.

Classification Previously Held: Refers to a classification or its equivalent in which the employee gained regular status and for which he or she continues to qualify.

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ARTICLE 7 VACATION LEAVE

1. Accrual.

Each full-time employee is entitled 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 weeks cited are for general guidance only):

- a. Less than Five Years - ~~Two Weeks Per Year~~ Less than 10,440 straight time hours of continuous service, .0385 hours per ~~{straight time}~~ hour worked, ~~{cumulative to two hundred (200) hours.}~~ After six (6) months of service, an employee shall be entitled to one (1) week's (i.e., forty (40) hours) vacation.
- b. Five Years but less than Ten Years - ~~Three Weeks Per Year~~ 10,440 straight time hours, but less than 20,880 straight time hours of continuous service, .0577 hours per ~~{straight time}~~ hour worked, ~~{cumulative to two hundred forty (240) hours; and shall be entitled to three (3) weeks (i.e., 120 hours) vacation.}~~
- c. Ten Years but less than Fifteen Years - ~~Four Weeks Per Year~~ 20,880 straight time hours, but less than 31,320 straight time hours of continuous service, .0769 hours per ~~{straight time}~~ hour worked, ~~{cumulative to three hundred twenty (320) hours; and shall be entitled to four (4) weeks (i.e., 160 hours) vacation.}~~
- d. Fifteen Years or More - ~~Five Weeks Per Year~~ 31,320 or more straight time hours of continuous service, .0961 hours per ~~{straight time}~~ hour worked, ~~{cumulative to four hundred (400) hours; and shall be entitled to five (5) weeks (i.e., 200 hours) vacation.}~~

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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 in County service and not years of service. For example, 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 .0769 hours per straight time hour worked. After six (6) months, vacation credits shall be used in accordance with the uniform time charging provisions of Article 14.

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ARTICLE 8 SICK LEAVE

7. Conversion of Sick Leave.

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

- a. After one year's service, an employee may convert two (2) days accrued sick leave to ~~{two (2) additional personal holidays}~~ **16 hours pay or paid time off** each fiscal year.
- b. When an employee has accrued three hundred sixty (360) hours sick leave, he or she may convert three (3) days accrued sick leave to ~~{three (3) additional holidays}~~ **24 hours pay or paid time off** each fiscal year.
- c. When an employee has accrued seven hundred twenty (720) hours sick leave, he or she may convert four (4) days accrued sick leave to ~~{four (4) additional personal holidays}~~ **32 hours pay or paid time off** each fiscal year.
- d. When an employee has accrued one thousand (1000) hours sick leave, he or she may convert five (5) days accrued sick leave to ~~{five (5) additional personal holidays}~~ **40 hours pay or paid time off** each fiscal year.

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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 months, and such leaves may be renewed or extended for any reasonable period of one (1) year. **Nurses shall be returned to their same position at the expiration of the leave of absence.**

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ARTICLE 10 HEALTH AND WELFARE

2. Medical-Hospital

~~{Effective September 1, 1988,}~~ the County will include prescription drug coverage in its HMO medical insurance plan in accordance with the terms of the "50% Kaiser option". Coverage will apply to the employee and members of his or her immediate family who are covered by the HMO insurance plan.

3. Modification of Indemnity Plan ~~{(currently administered by Blue Cross).}~~

~~{Effective September 1, 1988, the indemnity plan will be modified as described in subsections "a" through "f" below.}~~ Employees who are in the indemnity plan when this Agreement is executed will have the opportunity to apply for HMO coverage in advance of any changes to the indemnity plan.

e. ~~{Effective September 1, 1988,}~~ The Plan will include preventive physical exam coverage for employees ~~{only. Effective July 1, 1989 preventive physical exam coverage}~~ (the terms of which were discussed during the bargaining process) ~~{will be extended to the employee}~~ and members of his or her immediate family who are covered by the Plan.

f. ~~{Effective July 1, 1989,}~~ the Plan will include well baby coverage the terms of which were discussed during the bargaining process.

5. Part-Time Nurses.

Part-time employees may receive full Medical and Dental benefits upon payment of ~~{fifty percent (50%) of}~~ \$46.50 single, \$93.71 2-party, \$140.57 family toward the monthly premium by the employee to the County. Except, eligible part-time employees who work full-time 100% of time for thirty (30) continuous days

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(128 hours), the monthly premium for Medical and Dental shall be paid in full by the County.

9. Disability Insurance.

Any full-time or part-time employee covered by this Agreement may participate consistent with carrier contract(s), in the County's short-term disability insurance program; 50% of the monthly premium to be paid individually through payroll deduction, and 50% to be paid by the County for participating nurses.

11. Waiver of Health and Welfare Benefits.

Employees may elect to waive participation (coverage) in the County's Health and Welfare Benefits Plan and/or the dental plan by submitting such request for waiver in writing on the appropriate County waiver form. Employees making such waiver will not be eligible to re-enroll until the County's official open enrollment period. The County shall reimburse employee(s) for waiver of benefit coverage an amount of money equal to thirty-three percent (33%) of the highest two (2) party premium paid by the County.

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ARTICLE 13 SENIORITY AND LAYOFF GUIDELINES

1. Seniority and Layoff shall be governed by Personnel Rule 306 WCF ("Seniority and Layoff"), attached hereto as Addendum D and by this reference made a part of this Agreement, with the following exceptions and clarifications:

a. Promotional Line.

The following classifications (or future equivalents) shall be considered a promotional line:

(1) Clinical Licensed Practical Nurse

~~{(1)}~~ (2) Community Health Nurse (Community Health Nurses assigned to clinics ~~{or}~~ **and** the field shall ~~{be treated as one classification for purposes of this Article subject to Section B. below.}~~ , **except as specifically modified in this agreement, be considered separated classifications.**

~~{(2)}~~ (3) Nurse Practitioner.

~~{(3)}~~ (4) Nursing Services Supervisor.

b. Bumping Qualification.

An employee may bump another within the same classification or downward in the promotional line only if qualified to perform the duties of the position to which he or she is bumping. A clarification of this restriction shall include but not be limited to the following:

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- (1) A Nurse Practitioner may bump another Nurse Practitioner only if he or she is in the same specialty.
- (2) Any Nurse Practitioner with a baccalaureate degree in nursing may bump any Community Health Nurse.
- (3) A Community Health Nurse with a baccalaureate degree in nursing may bump a Community Health Nurse assigned to either the field or clinic; a Community Health Nurse without a baccalaureate degree in nursing may only bump a Community Health Nurse assigned to a clinic/
Corrections Health. **Any Community Health Nurse may bump a Licensed Practical Nurse.**
- (4) A Nursing Services Supervisor (or its future equivalent(s) bumping into the bargaining unit may exercise only seniority gained while a member of the bargaining unit.
- (5) Qualifications for bumping purposes are specifically limited to legal and/or job description qualifications, and specifically exclude knowledge, skills, and abilities normally acquired in orientation or on-the-job training.
- (6) **A Licensed Practical Nurse shall be credited with bargaining unit seniority for continuous County employment as a LPN in a prior bargaining unit.**

3. Reinstatement

a. Nurses on a layoff list shall be permitted to refuse one offer of re-employment without loss of reinstatement rights. A nurse who accepts a reinstatement to a classification and/or shift other than the last position she/he held prior to layoff shall retain seniority rights to her/his prior position.

b) Nurses laid off during their initial probationary period will have reinstatement rights consistent with their length of service. Unworked time

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while on layoff shall not count toward the completion of a nurse's probationary period.

h. ONA 4/19/91

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ARTICLE 14 HOURS OF WORK

7. Alternate Shifts

By agreement of County, the Association and a majority of affected nurses, shifts of longer than 8 hours may be adopted. Such alternative schedules may include changes to this collective bargaining agreement for the affected nurses.

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ARTICLE 15 WAGES

1. Wages. (Proposal pending)
2. Shift Differential.

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

a. An hourly premium of [~~seventy five cents (75¢)~~] **\$1.10** for all hours worked on shifts beginning between the hours of twelve (12:00) noon and seven (7:00) p.m., or

b. An hourly premium of [~~one dollar and sixty cents (\$1.60)~~] **\$2.25** for all hours worked on shifts beginning between the hours of seven (7:00) p.m. and six (6:00) a.m.

7. Reimbursement for Required Use of Personal Automobile.

a. Employees who are required to use their vehicle, as determined by the County, shall be reimbursed at the rate of [~~twenty two cents (22¢)~~] **thirty cents (30¢)** per mile. Employees shall be assigned a regular reporting site, and if required by the County to report for work at an alternate work site, the employee shall be entitled to mileage reimbursement, the difference in mileage to and from their regular work site and the alternate work site, if reporting directly from home to the alternate work site is a further distance.

b. To qualify for the [~~thirty five dollars (\$35.00)~~] **forty dollars (\$40.00)** mileage base reimbursement employees must be required by the County, as a condition of their current job assignment, to have a vehicle available daily. They must routinely report to more than one site in a day and/or be required to make field visits. The [~~thirty five dollars (\$35.00)~~] **forty dollars (\$40.00)** per month base reimbursement shall be for vehicle maintenance and insurance allowance.

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It is further understood and agreed that employee(s) must be in active pay status to qualify and receive mileage base reimbursement. All other employees that use their own vehicles shall be reimbursed ~~{twenty two cents (22¢)}~~ **thirty cents (30¢)** per mile only, pursuant to Section 7. a. above.

8. Parking.

a. For those employees required to use their vehicle, determined by the County, as a condition of employment ~~{and whose permanent reporting station is the J.K. Gill Building and MGDC,}~~ parking shall be provided for each employee by the County within a reasonable distance of that location. ~~{The number of parking spaces for which the County is obligated shall not exceed thirty one (31) at the time of the execution of this Agreement.}~~ In addition, the County agrees ~~{to meet with the Building Security Sergeant and the Association to coordinate means whereby}~~ **To guarantee parking at or adjacent to jail facilities for evening or night shift nurses.** A nurse assigned to a downtown jail facility during night operation may upon request be escorted to his or her parking place.

14. Corrections Health Nursing Premiums.

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

Licensed Community Practical Nurse	{44¢} <u>96¢</u>
Community Health Nurse	{58¢} <u>\$1.30</u>
Nurse Practitioner	{72¢} <u>\$1.44</u>

These premium amounts shall be increased in a percentage amount equal to any subsequent general wage increase during the term of the Agreement.

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16. Weekend Differential: Any work performed on a weekend shift shall
be paid a differential of \$1.50 per hour.

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ARTICLE 16 PERFORMANCE EVALUATION TRANSITION

~~{1. Transition from Article 16 of Predecessor Agreement:~~

~~Effective July 1, 1988, all terms of Article 16 of the predecessor agreement shall be terminated and compensation for each wage step shall be solely in accordance with Article 15, Addendum A, and Subsection 2 below. The County will consult with the Association in the development of a new evaluation instrument. For this purpose, a Performance Evaluation Committee will be constituted composed of three County and three Association members. The committee will meet at least twice a month for four (4) hours per meeting for a three (3) month period.~~

~~Any substitute evaluation system will minimally include:~~

- ~~■ Clinical observations of the employee;~~
- ~~■ That clinical observations related to professional nursing practice shall be performed by a registered nurse; and~~
- ~~■ That a performance conference shall occur annually.~~

~~Prior to implementation of the new evaluation system, the bargaining teams will reconvene to hear comments from both teams.~~

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2. ~~Appeals and Relationship to Salary~~

a. ~~Transition~~

~~During the transition in which a new performance evaluation instrument is being developed, step increases shall be granted automatically upon each employee's anniversary date. Employees will be evaluated with the current evaluation tool with the elimination of scoring boxes and the addition of a summary by the evaluating supervisor. Interim evaluations will be subject to the same minimum standards as defined in Section 1, paragraph 2 above.~~

b. ~~Implementation of the New Plan~~

~~Any new evaluation instrument shall provide for the right of written employee response to the content of the evaluation. Once the new evaluation instrument is implemented, step increases will be granted only upon a determination by the County that the employee's overall performance is satisfactory. Any employee who is denied a step increase may appeal the reasonableness of such a denial in accordance with Article 19 of this Agreement.]~~

The County shall continue with the evaluation system, and its terms for modification, as adopted during the term of the 1988-1991 collective bargaining agreement.

h. ONA 4/19/91

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ARTICLE 23 TERMINATION

This Agreement shall be effective as of the 1st day of July, ~~{1988}~~ 1991, and shall remain in full force and effect through the 30th day of June, ~~{1991}~~ 1993, and shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than April 1, ~~{1991}~~ 1993, or ninety days (90) 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.

fr. ONA 4/19/91

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ADDENDUM A
SALARY SCHEDULE FOR ONA BARGAINING UNIT

Proposal pending

- Article 1. No change.
- Article 2. Temporary to receive Medical after 30 days.
- Article 3. No change.
- Article 4. No change.
- Article 5. No change.
- Article 6. No change.
- Article 7. Add one (1) personal Holiday
- Article 8. Change to 6 weeks Schedule D.
- Article 9. No change.
- Article 10. No change.
- Article 11. H & W change to match P.E.R.S. language-maintenance of benefits-prescription drugs-Kaiser.
- Article 12. No change.
- Article 13. Modify B.C. to time loss on 1st day.
- Article 14. No change.
- Article 15. 10 stand by - add language when employees are required to carry a pager or drive a county vehicle home for stand by purposes they shall be compensated at the rate of 2 hours per shift per day. Overtime change to D.T. shift differential - 110% - 115% - 120%
- Article 16. No change.
- Article 17. No change.
- Article 18. Add language - to provide safety committee meeting monthly with all electrical employees.
- Article 19. No change.
- Article 20. No change.
- Article 21. No change.
- Article 22. No change.
- Schedule A Wages and classifications minimum Cost of Living.
- Change Leadworker Language to reflect each department shall have a lead or when assigned to work alone unsupervised in a Building assignment.

This proposal from IBEW Local Union No. 48.

From Loc. 87
4117191

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNIONS Nos. 87, 87-B, 87-A



Affiliated with the AFL-CIO

DENNIS FETTER
Business Manager

February 21, 1991

8927 N. Lombard Street
PORTLAND, OREGON 97203
286-1609 286-1600

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 87

PROPOSED

AMENDMENTS, ADDITIONS & MODIFICATIONS

TO THE

WORKING AGREEMENT

WITH

MULTNOMAH COUNTY, OREGON

ARTICLE 7 HOLIDAYS

Propose the Day After Thanksgiving be added as a paid Holiday.

ARTICLE 13 WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS

Propose that PERS contributions be paid during disability.

ARTICLE 14 HOURS OF WORK

Propose that the work day be eight (8) hours including lunch.

Section 6: Propose if paid lunch is not provided, that the employee receive time in lieu of meal.

ARTICLE 15 WAGES

Section 3: Discuss and define obnoxious work.

Propose the addition of "high pay", the same as the electrician.

Section 9: Propose that swing shift be ten percent (10%) above scale and graveyard shift be fifteen percent (15%) above scale.

Propose an eight percent (8%) increase each year for the term of the agreement.

Propose one classification ie HVAC rate for all employees. Propose lead position be six percent (6%) above the highest rate of the crew and leadman pay to be paid to whomever fills in as leadman.

Propose that new hires be at the old P.M.E. rate for the first six (6) months.

Propose that temporary employees receive all benefits excluding PERS.

Propose that Saturday and Sunday be paid at overtime rate.