
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**



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2012 - 2015
AGREEMENT
Between
MULTNOMAH COUNTY, OREGON
And
OREGON NURSES ASSOCIATION

ARTICLE 1
PREAMBLE

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

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;

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

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

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

D. Reporting The Association may request periodic reporting by the Health Department relating to patterns of use and compensation of temporary, part-time (less than twenty (20) hours per week) and on-call employees. The parties further agree that the County shall make every effort to employ permanent full and part-time 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 with an itemized statement to the Association by the first day of the succeeding month after such deductions are made.

5. The Association expressly agrees that it will safeguard the rights of non-Association employees, based upon bona fide religious tenants or teachings of a church or religious body of which such employee is a member and as to any such employee such sums paid by such employee equivalent to regular Association

1 dues and the "fair share" service fee in lieu of dues, shall be paid to a non-religious
2 charity mutually agreed upon by the employee making such payment and the
3 Association. Payment may be made either through payroll deduction to the
4 Association for distribution to the charity or, the employee may request that such in
5 lieu of dues "fair share" service fee not be deducted and shall make such payment
6 directly to a charity as heretofore stated and shall furnish written proof to the
7 Association and the County, when requested, that this has been done.

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

29 **7. Contract Negotiations**

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

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

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

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

1 which the employee is entitled, and the County operation to which the employee is
2 assigned is closed for business on that date, the difference between the holiday
3 leave granted and the length of the normal shift shall be charged against accrued
4 and available vacation leave or leave without pay at the employee's option.

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

13 **3. Holiday Observance**

14 **A. Five Day Work Week**

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

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

19 **B. Four Day Work Week**

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

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

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

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

33 **C. Irregular Scheduling** If the employee is not scheduled for a four (4) or
34 five (5) day week, holiday observance shall be at the discretion of the supervisor
35 after consulting with the employee.
36
37

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

9 **4. Holiday during Leave** If a full-time employee or a part-time employee eligible
10 under Section 1.B. is on authorized leave with pay when a holiday occurs, such
11 holiday shall not be charged against such leave.

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

21 **6. Personal Holidays**

22 **A. Accrual**

23 Personal holidays may be accrued in lieu of:

- 24 1. Four (4) hours of flexible holiday time as provided in Section 1.A above;
25 2. The Personal Holiday provided in Section 1.A above;
26 3. A holiday which an employee takes as a regular unpaid day off as
27 provided in Section 3.D, "Twenty-four-(24) hour Operations" above;
28 4. A holiday on which an employee works as provided in Section 5,
29 "Holiday Work," above.

30 **B. Other Applications**

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

- 33 1. A religious holiday taken in lieu of Christmas as provided in Section 1.A
34 above;
35 2. Sick leave converted to paid days off as provided in Article 8, Section 5.
36
37

C. Use of Personal Holidays

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

No compensation shall be paid for personal holidays not taken. All personal 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.

1 Employees shall have the right to determine vacation times, but in any case
2 vacation times shall be selected on the basis of seniority; however, each employee
3 will be permitted to exercise his or her right of seniority only once during the life of
4 this Agreement.

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

9 **4. Termination or Death** After six (6) months of service, upon the termination of
10 an employee for any reason, or in the event of the death of an employee, all
11 accumulated vacation shall be paid either to the employee or the employee's heirs,
12 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. Continuous leave

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

2. Intermittent leave

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

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

- b. Put the employee on a work plan to manage the use of leave without pay, followed by disciplinary action if the plan is not successfully completed; or
- c. Proceed with the disciplinary process.

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

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

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

6. Other Sick Leave Provisions

Sick leave shall be charged in one quarter hour increments in accordance with 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
- D: step-children
- E: siblings
- F: step-siblings
- G: grandchildren
- H: grandparents
- I: brothers-in-law

J: sisters-in-law

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

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

3. Jury Duty

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

4. Parental Leave

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

5. Accrual of Benefits During Unpaid Leave

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

6. Military Service

The County acknowledges its obligation under state and federal law to grant paid and unpaid leave for military training and service. Information about legally mandated military leave will be made available to employees upon request from the 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 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 Platinum Plan	93.25%	6.75%
ODS Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	95%	5%

b. Part-Time Employees

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

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

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

1 authorized representative and an authorized representative employed by the
2 Association. The Association will be entitled to two nurse representative members
3 on the EBAT in addition to the presence of the assigned labor relations
4 representative as necessary from the Oregon Nurses Association. The County
5 agrees to notify the Association any time there is a proposed change in plan cost,
6 change in plan designs by any other bargaining unit or any optional changes
7 proposed by carriers that would impact plan design cost or plan designs. The
8 County agrees to meet with the Association when ever the Association requests to
9 meet regarding proposed changes in plan cost,-changes in plan designs by other
10 bargaining units or changes offered by carriers that would impact plan designs.
11 Changes in plans or plan designs which are mandatory due to carrier changes, and
12 which cannot be resolved by a meeting, shall be subject to impact bargaining only.
13 Mandated coverage changes due to Federal or State laws, rules, or regulations
14 shall be presented to the Association but will be implemented by the County as
15 required by law.

16 Beginning January 30, 2014, Article 10 shall be reopened for
17 negotiations, including but not limited to plan design changes, the number of plans
18 available, and employee cost sharing features. The reopener of Article 10 will be
19 subject to the same rules and bargaining process that pertains to full contract
20 successor negotiations, e.g., Article 4, Section 7 (A-D) will be applied and the
21 terms of Article 5 (No Strike-No Lockout) will be suspended with regard to any
22 dispute relating to Article 10.

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

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

35 **D. Employee Contribution** Employee's contributions will be made through
36 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.

F. 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 allow a mid-year health plan election change or qualifies for Special Enrollment under HIPAA.

2. Full-Time Employees Who Opt Out

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

3. Part-Time Employees who Opt-Out

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

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

G. Successor Plans and Carriers

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

If the County chooses to change from a plan or carrier which is still available, the County agrees that the overall existing level of benefits for each plan

will not be reduced.

H. Premium Reimbursement for Part-time employees

A part-time employee who works a minimum of one-hundred-twenty-eight (128) hours during two (2) consecutive payroll periods will be reimbursed for the difference between the part-time employee contribution and the full time employee contribution, as if they were entitled to full-time benefits during that period for their elected County offered medical and/or dental plans. A part-time employee who has elected the Kaiser Maintenance plan will be reimbursed for the amount of their part-time employee contribution (because this plan does not have a full time equivalent plan). There is no reimbursement available to employees who have elected the Major Medical plan or opt out. Any such premium reimbursements made to the employee will be adjusted for appropriate taxes.

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

I. Retirees

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

J. Default Enrollment

1. New Full-Time employees who fail to submit a timely application to Opt-Out or enroll into the medical and dental benefit plans described in Section A will be enrolled by default in the County’s Major Medical plan and ODS Dental plan, with employee only coverage. Eligible dependents of such employees may be enrolled in the default plans if the employee submits application requesting dependent enrollment within fifteen (15) days of date default enrollment notice is issued.

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

K. Eligible Dependents (Enrollment & Termination of Enrollment)

1. Spouses and domestic partners

a. Definitions

- i. A “spouse” is a person to whom the employee is married under

Oregon law.

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

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

(b) Has a close personal relationship.

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

(1) Are not legally married to anyone;

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

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

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

(5) Are each other's sole domestic partner;

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

b. Enrollment of Spouse/Domestic Partner

Employee may enroll spouse or domestic partner in County medical and dental plans upon completion of the County's Affidavit of Marriage or Domestic Partnership and applicable enrollment forms. Enrollment times and other procedures for administration of the medical and dental benefit plans shall be applied to employees with domestic partners in the same manner as to married employees to the extent allowed by the law. Spouse or domestic partner must be enrolled in the same plans as the employee.

2. Children

a. Definition

“Eligible children” includes:

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

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

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

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

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

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

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

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

(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

L. 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 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 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.

ii. Continuation of Coverage through COBRA

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

iii. Benefits Coverage upon return from a leave

(a) Employees returning from a leave of absence without pay during the same plan year will be reinstated to the same medical and dental benefit plans (or successor plans) they had when they left County employment. If they return from leave the first (1st) day of the month, coverage will

be in effect upon their return from leave; otherwise, coverage will be in effect the first (1st) day of the month following their return from leave.

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

2. Retiree Medical Insurance Retirees from this bargaining unit shall be eligible to participate in the County's medical plan subject to the following provisions:

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

B. Except as otherwise provided in this section, retirees may continue to participate in the County medical and dental plans available to members, but not in other County plans not available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.

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

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

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

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

- 8 a. five (5) years of continuous County service
9 immediately preceding retirement at or after age fifty-eight
10 (58) years, or
11 b. ten (10) years of continuous County service
12 immediately preceding retirement prior to age fifty-eight
13 (58) years, or
14 c. ten (10) years of continuous County service
15 immediately preceding disability retirement
16 regardless of age.

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

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

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

35 H. In addition to the other requirements of this section, continued
36 medical plan participation or benefit of County contributions is conditioned on the
37 retiree's continuous participation in the member's medical insurance plan from the

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

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

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

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

32 L. Effective July 1, 1999 and Except as otherwise provided in this
33 Article, if individual employees are required by this agreement to make premium
34 contributions by payroll deduction pursuant to section 1(Q) of this article, the
35 employer contribution toward eligible retirees' insurance under this article shall be
36 fifty percent (50%) of the employer contribution it makes for an active employee on
37 the same plan and participation level rather than fifty percent (50%) of premium;

PROVIDED, that the amount shall be one hundred percent (100%) of the employer contribution made on behalf of an active employee on the same plan and participation level rather than one hundred percent (100%) of premium for employees hired before December 7, 1994 who opt for the retiree insurance program provided under subsection j of this section.

3. Flexible Spending Accounts – Medial Expenses To the extent permitted by law, Medical Expense Reimbursement Plan (MERP) accounts, which allow employees to pay for deductibles and unreimbursed medical, dental, and vision expenses with pre-tax wages, will be available according to the terms of the Multnomah County Medical Expense Reimbursement Plan number 504.

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

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

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

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

6. 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; the monthly premium to be paid individually through payroll deduction.

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

8. Drug and Alcohol Policy and Procedure

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

1 9. Long Term Care Any bargaining unit employee covered by this
2 agreement may participate in a long term care insurance program developed by
3 the County and the Association consistent with carrier contracts the monthly
4 premiums to be paid individually through 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.

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

4. If a Workers' Compensation claim is denied or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work

1 shall, to the extent not compensated as Workers' Compensation time loss, be paid
2 from and charged against his or her sick leave.

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

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

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

14 8. The County shall continue to make retirement contributions, based upon the
15 appropriate percentage of the gross dollar amount of supplement benefits paid,
16 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.

H. **FTE status** The full time or part-time status of employees as defined by Addendum B of this agreement.

I. **Higher classification** A classification for which the applicable pay range has a higher top step.

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

K. **Layoff** Transfer, demotion, or termination due to bumping or termination of a bargaining unit member due to a reduction or reorganization of the work force.

L. **Limited duration layoff** A layoff which management specifies at the time of layoff is of a limited duration.

M. **Lower classification** A classification for which the applicable pay range has a lower top step.

1 **N. Regular Status** The status a classified employee acquires upon
2 successful completion of the probationary period for the classification to which the
3 employee was appointed.

4 **O. Seniority** The period of an employee's continuous service with Multnomah
5 County, as calculated in accordance with this Article, Section 2.A.

6 **P. Transfer** Movement from regular employment in a classification to regular
7 employment in a different classification with a wage range with the same top step.

8 **Q. Work Unit** An organizational unit designated as a work unit by the County
9 pursuant to section 3.B below for purposes of administering this article.

10 11 **2. Rules Governing Determination of Seniority**

12 **A. General Calculation Rule** Subject to subsections B through D of this
13 section, the relative seniority of regular employees will be determined as follows:

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

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

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

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

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

24 2. Time spent in the predecessor of an equivalent classification shall
25 count toward seniority in the equivalent classification.

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

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

29 5. Time on unpaid military leave shall count.

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

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

8. If the employee has regular status at the time of temporary 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

1 remain unresolved, the Association may file a formal written grievance at Step 2 of
2 the grievance procedure within thirty (30) days of his or her initial consultation with
3 the appropriate Department Human Resources Unit. If no grievance is filed within
4 that time, the seniority calculation is deemed correct. A grievance may be filed
5 only with respect to seniority accrued since the prior list.

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

8 **A. Scope of Reduction or Reorganization of Work Force** The County shall
9 determine the FTE status, classifications, work units, and departments that are
10 included in a reduction or reorganization of the work force.

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

18 **C. Reduction of Employee Without Regular Status** Within the affected
19 classification and department, temporary, probationary and other employees who
20 do not have regular status will be terminated before employees with regular status
21 are subject to layoff.

22 **D. Reductions in the Work Unit** If a reduction or reorganization of the work
23 force reduces the number of positions in a work unit within the affected FTE status,
24 classification, and work unit below the number of employees in that FTE status,
25 classification and work unit, employees in that status, classification and work unit
26 shall be removed by inverse seniority from the affected work unit to restore the
27 balance between available budgeted positions and employees. In restoring
28 balance within the unit, if more than one employee needs to be reassigned, eligible
29 employees shall be reassigned based on seniority.

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

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

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

16 **2. Reassignment from a Work Unit**

17 **a. First:** If an employee is bumped pursuant to D.1.b. above,
18 the County shall transfer the employee, if eligible, to an available vacancy within
19 the affected classification and FTE status in the department. If more than one
20 employee is reassigned to vacancies at the same time, eligible employees shall be
21 able to select vacant lateral assignment based on seniority. At the choice of the
22 employee, a full-time employee may choose to fill a part-time position or a part-time
23 employee may choose to fill a full-time position.

24 **b. Second:** If there is no available vacancy pursuant to a
25 above and the bumped employee has sufficient seniority and is otherwise eligible,
26 he or she shall bump the least senior employee who occupies a position within the
27 affected FTE status in the same classification within the affected department. If the
28 least senior employee is in a position requiring special knowledge, skills and
29 abilities (KSA) that the employee does not possess, then the affected employee
30 facing layoff may bump into the next least senior position and so forth, until
31 reaching a position held by a less senior employee where the employee can meet
32 the position requirements. If there is not an employee that can be bumped with
33 less seniority in the classification, FTE status and work unit, then they will be
34 assigned to a vacant position in the department in the affected classification and
35 FTE status. If no vacant position is available, then the least senior employee in the
36 affected classification and FTE status will be bumped.

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

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

11 **3. Layoff**

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

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

21 **E. Bumping Eligibility** The following rules shall apply in determining whether
22 an employee is "eligible" for reassignment, transfer, demotion, or to bump under
23 section III above:

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

34 2. **Special Skill Eligibility Requirements** Within sixty (60) days after
35 the signing of this agreement, the County shall provide the Association with a list of
36 positions that have special skill or certification requirements that are pre-requisites
37 to occupying a particular position(s) pursuant to Section 3 above. The County may

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

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

14 **4. Employees on Temporary Appointment Outside Unit** A regular
15 employee who is on a temporary or unclassified appointment retains his or her
16 rights under this article in connection with his or her bargaining unit position.

17 **5. Probationary Employees** Probationary and on-call employees have
18 no right to bump or reassignment. However, an employee who has not completed
19 a probationary period following promotion may be reassigned or bump in and from
20 the classification previously held if he or she completed probation in that
21 classification.

22 **6. Promotional Bumping Prohibited** Bumping or reassignment to a
23 higher classification or an increase in pay as a result of bumping, as part of a
24 reduction or reorganization of the work force, is prohibited.

25 **F. Layoff and Reassignment Notices**

26 **1. General Notice to Association** Whenever possible, the County will
27 notify the Association thirty (30) days in advance of a reduction or reorganization of
28 the workforce that will result in a layoff. Either party may propose meetings to
29 consider work sharing or other alternatives to a contemplated layoff.

30 **2. Notice to Employee and Association of Specific Layoffs** The
31 County shall notify an employee who will be subject to layoff in writing at least
32 fifteen (15) days prior to its effective date. The County shall simultaneously send a
33 copy of the layoff notice to the Association. The notice shall state the reason for
34 the action and shall further state that the action does not reflect discredit on the
35 employee. The employee's copy shall be mailed to the employee's home address
36 unless the employee has timely specified an alternate address. Employees may
37 specify an alternate address to receive layoff notice (e.g. for the period of a

vacation) by delivering written notice to the Department Human Resources Director. The notice must specify whether the alternate address is permanent or, if it is a temporary address, the date after which the County should mail any layoff notice to the employee's home address. Such notice must be delivered to the County at least fifteen (15) days prior to the date the County mails the layoff notice.

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

4. Recall Lists

A. Placement on and Recall from Recall Lists Employees who are subject to layoff will be placed on a recall list for the classification(s) held immediately preceding layoff. Employees will be placed on a recall list only for the FTE status the employee held at the time of layoff, though 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. Employees shall be recalled to available vacancies in the classification and FTE status for which the recall list is established, and to which the employee would be eligible to bump in a layoff situation under section 4 above, in descending seniority order. An employee who is passed over because he or she lacks special skills or certifications shall be advised in writing by the department's Human Resources Manager of the qualification(s) the employee lacks that the position requires. Nothing in this paragraph shall preclude the County from offering recall to an employee on the layoff list for an FTE status different than that held by the employee at the time of layoff if there are no remaining employees on the layoff list for that classification and FTE 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 employee shall be placed on the highest step in the new range which does not result in an increase.

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

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

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

E. The anniversary date of an employee who bumps to a lateral classification shall remain unchanged. The anniversary date of an employee demoted shall be the effective date of the demotion. The anniversary date of an employee recalled from inactive layoff status shall be adjusted so that the amount of time remaining before the employee's next anniversary date is the same as it was at the time of placement on inactive layoff. Upon recall to a higher classification, the employee's anniversary date shall be calculated in the same manner it would be calculated if

the employee had been on an unpaid leave of absence for the period served in the lower classification.

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

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

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

6. Special Provisions for School Based Health Operations

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

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

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

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

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

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

D. Limitation on Bumping and Recall from School Based Health

ARTICLE 13, SENIORITY, LAYOFF AND FILLING OF VACANCIES

Notwithstanding any other provision of this agreement, bumping by or 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 duration layoff took effect. They shall also be employed pursuant to the terms and conditions of the collective bargaining agreement and receive all benefits/entitlements specified in the collective bargaining agreement as they do during the regular school year with the exception of Section 3(G) of this Article and Article 10 Health and Welfare Benefits (see Section 6.M. of this Article for health and welfare benefits coverage). Employees on limited duration layoff who are working are not eligible for lead pay unless working in a lead assignment

1 in school based health. An employee may refuse to accept work that is offered,
2 with the understanding that such refusal may affect eligibility for unemployment
3 compensation.

4 **I. Layoff or Carryover of Accumulated Vacation** Notwithstanding any other
5 provision of this agreement, an employee subject to limited duration layoff in school
6 based health may request payoff of some or all of his or her accumulated vacation.
7 Such request shall be made in writing to the School Based Health Manager, the
8 Department's payroll manager and Payroll Supervisor of the Department of
9 Support Services within three (3) days after the employee receives notice of limited
10 duration layoff. In the absence of such notice, vacation will be carried on the books
11 over the summer unless the employee is subsequently terminated or resigns. In
12 such case, normal provisions relating to vacation payoff shall apply.

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

25 **K. Alternative Compensation** The Board of County Commissioners may
26 adopt and implement a uniform policy whereby employees who transfer or are
27 newly hired into the school based health program are required as a condition of
28 such transfer or hire to sign an agreement accepting the payment of County
29 medical and dental insurance premiums in lieu of government unemployment
30 insurance payments during the period of a limited duration layoff due to summer
31 closure.

32 **L. Alternative Benefits** If the State of Oregon adopts a law which uniformly
33 disqualifies employees on a limited duration layoff from receiving unemployment
34 insurance, even if they are available for and actively seeking suitable interim
35 employment, the County and Union agree to meet to negotiate over the terms of
36 possible alternative benefits or compensation to cover that period of
37 unemployment. This shall be construed only as contractual authorization for such

a policy. This shall not be construed as a purported waiver by the union of individual employee rights under the Oregon unemployment compensation statute.

M. Insurance Benefits for Summer Work If the employee's last regularly scheduled workday in pay status falls on or before the fifteenth (15th) day of the calendar month in which the employee begins limited duration layoff, medical/vision and dental benefits toward which the County has contributed will lapse at the end of that month. If such work day falls after the fifteenth (15th) of the calendar month in which the employee begins limited duration layoff, coverage toward which the County has contributed will lapse at the end of the following calendar month. (Example: Employee A's last day is July 15: Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last day is July 16. Employee B's coverage toward which the County has contributed will lapse August 31.) Employees will be treated as a regular employee for purposes of receiving health benefits per Article 10 provided they work a minimum sixteen (16) hours (prorated based on the FTE equivalent) from July 16 through July 31.

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

7. Filling of Vacancies

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

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

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.

3. Meal and Rest Periods

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

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

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

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

15 **4. Work Schedules** Work schedules showing work days and hours of work will
16 be posted on bulletin boards or otherwise made accessible to employees at all
17 times. Management may change work schedules with three (3) weeks notice to
18 affected employees, and with less notice in the following circumstances:

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

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

22 **A.** Employees of twenty-four (24)-hour facilities who are required to work a
23 split workweek shall be provided two (2) weekends off in a calendar month. A
24 weekend for purposes of this section shall mean Saturday and Sunday. If such an
25 employee is required by the County to work on any weekend which results in such
26 employee receiving less than two (2) full weekends off in that calendar month, then
27 such an employee shall receive compensation at the rate of time-and-one-half
28 (1-1/2) his or her rate of pay for all such weekend hours worked.

29 **B.** Notwithstanding subsection (A) above, an employee may voluntarily agree
30 to a schedule providing more or less than two (2) weekends off per month. The
31 employer will consider such request based on operational needs (e.g. staffing
32 requirements of the team, corrections health experience, facility/shift needs) and
33 seniority. Availability of schedule changes with weekends off will be posted within
34 Corrections Health according to current policy. If the employer concludes that the
35 modification is no longer compatible with operational needs, the employer may
36 reinstate the pre-existing schedule. Notwithstanding subsection (A) above, if the
37 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 shall be compensated one quarter (1/4) of an hour at the appropriate rate of pay in accordance with Article 15: Wages.

3. **Leaves** Late and early return from leaves shall be subject to the same rounding practice as specified above.

4. **Management and Employee Rights** The right of management to discipline employees for tardiness is not waived by the above rounding provisions, nor shall the above provision be construed as a right for management to extend the end of the working day beyond the normally scheduled ending time.

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

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

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

5. Step Placement. Employees shall be placed on the new pay scale at a step that matches their pay on June 30th unless an employee's anniversary date

falls on July 1st, in which case they shall be eligible for a step increase on July 1st, otherwise employees will be eligible for a step increase on their anniversary date. In no event will employees be paid less than step 1.

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

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

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

A. Upon ratification of this agreement by the parties, an hourly premium of two dollars (\$2.00) 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 five dollars (\$5.00) for all hours worked on shifts beginning between the hours of seven (7:00) p.m. and six (6:00) a.m.

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

3. Work in a Higher Classification Whenever an employee must be replaced by another employee(s) for a period of four (4) shifts within a thirty (30) day period and such employee(s) assigned to perform the work is normally assigned to work in a lower classification, that employee(s) will be paid for all shifts worked at the rate assigned to the higher classification in the appropriate step according to the promotional policy, if the employee(s) in fact performs a majority of the principal duties of the higher classification. Provided, further, however, that the amount of

1 payment for acting as temporary supervisor shall be in accordance with existing
2 practice.

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

5 **4. Overtime**

6 **A.** Where operational circumstances permit, all overtime shall be by prior
7 approval by the authorized supervisor or assigned designee, or evaluated, if
8 appropriate, and approved later. Unauthorized and inappropriate overtime may
9 result in disciplinary action. The employer shall ensure that nurses assigned to see
10 clients in clinics have a means to request authorization to work overtime. The
11 opportunity to make such request shall be made no sooner than the last hour of the
12 regularly scheduled clinic day and not later than fifteen (15) minutes prior to the
13 end of the day. In lieu of such opportunity, the employer may, at its discretion,
14 issue standing orders to govern requests, in lieu of a daily request system, so long
15 as the rule provides the employee clear guidance as to whether overtime is or is
16 not authorized.

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

- 20 1. In excess of eight (8) hours in any work day for a five (5)-day-a-week
21 employee;
- 22 2. In excess of ten (10) hours in any work day for a four (4)-day-a-week
23 employee;
- 24 3. In excess of forty (40) hours in any work week.
- 25 4. In excess of twelve (12) hours in any work day for employees
26 working twelve (12) hour shifts pursuant to an agreement conforming with Article
27 14(7).

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

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

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

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

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

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

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

27 A. **Stand-by** Employees on a regular work schedule who are placed on
28 "stand-by" duty beyond their regularly scheduled work day or work week and are
29 assigned an answering device for stand-by purposes, shall be paid two dollars
30 (\$2.00) per hour they are on stand by status.

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

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

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

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

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

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 approved by the IRS for non-taxable reimbursement 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 fifty dollars (\$50.00) for full time employees and thirty-five dollars (\$35.00) for part time employees 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 (1) site in a day and/or be required to make field visits. The fifty dollars (\$50.00) for full time employees and thirty-five dollars (\$35.00) for part time employees, per month base reimbursement shall be for vehicle maintenance and insurance allowance.

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 only be reimbursed at the IRS rate set forth in 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 downtown core area (Defined as Burnside N, Market S, Naito Parkway E, Hwy 405 W), parking shall be provided for each employee by the County within a reasonable distance of that location. In addition, the County agrees to meet with the Building Security Sergeant and the Association to coordinate means whereby a nurse assigned to a downtown jail facility during night operation may, upon request, be escorted to his or her parking place.

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

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

11. Pay Upon Entry An employee may 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.

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

13. Lead Assignments

A. Definition The Lead Nurse concept is to be utilized when the work situation dictates that the nurse who usually performs the same work as the other

nurses in the work unit is, in addition, delegated limited supervisory duties when, in the County's judgment, such duties are not within the scope of the job description.

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

14. Retirement

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

B. Sick Leave in Application to Final Average Salary In accordance with the terms of ORS 237.153, one-half (1/2) the accumulated unused sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

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

D. OPSRP Employer Pick-up The County shall "pick up" the employee contribution to OPSRP as permitted by ORS 238A.335(1). Should for any reason the ORS 238A.335(1) "employer pick-up" no longer be legally available the County shall on the last payroll period of this Agreement increase employees wages by six percent (6%) and return to the limited "pick-up" provided for prior to the resumption of PERS pick-up in 1999, including but not limited to the terms of compensation for non-OPSRP members. Pursuant to ORS 238.335(2)(a) and (3), the parties agree and acknowledge that employee compensation was reduced in order to generate

the funds needed to make these employee contributions to the employee accounts; the employer will file any required notices with the Public Employees Retirement Board.

15. Corrections Nursing Premium Each employee assigned to one of the correctional facilities shall be paid an hourly premium as follows:

Licensed Community Practical Nurse	\$1.25/hour
Community Health Nurse	\$1.45/hour
Nurse Practitioner	\$1.75/hour
Physician Assistant	\$1.75/hour

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

17. Overpayments and Payments in Violation of Contract Any employee receiving unauthorized payments has the obligation to call such error to the attention of his or her supervisor.

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

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

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

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

20. Preceptor Differential (Health Department) Beginning no later than March 2013, a preceptor differential shall be paid to eligible preceptors in the amount of \$2.00 per hour for each hour worked as a preceptor. An eligible preceptor shall be defined as a Health Department bargaining unit member who has completed a

- 1 health preceptor education program and who has been assigned by their manager
- 2 to act as a preceptor. Preceptor differential is for those preceptoring for new
- 3 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.

e. 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.

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.

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.

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

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

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

1 **4. In- Service Classes**

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

10 In an effort to improve the presentation and content of regularly scheduled in-
11 services classes, and upon request by the Association, department
12 representative(s) will consult with Association representative(s) regarding in-
13 service courses presentation and content.
14

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

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4 **1. Grievance Procedure** Any grievance or dispute which may arise between the
5 parties, involving the application, meaning or interpretation of this Agreement, shall
6 be settled in the following manner:

7 **Step I:** After first attempting to resolve the grievance informally, any employee
8 or the Association may present in writing such grievance to the employee's
9 immediate supervisor within fifteen (15) calendar days of the alleged contractual
10 violation; if, at the time of the alleged violation, the employee or his or her
11 representative is unaware of its occurrence, a grievance may be presented in
12 writing within fourteen fifteen (15) days of the time the employee first has
13 knowledge or should have had knowledge of its occurrence. A grievance may not
14 be initiated concerning an event after sixty (60) days have elapsed; however, in no
15 way is this provision to be interpreted as affecting the pursuance of grievances
16 which are of a continuing nature (i.e., the breach continues and is not a single
17 isolated incident). The grievance notice shall include a statement of the grievance
18 and relevant facts, applicable provisions of the contract, and remedies sought. The
19 supervisor shall then attempt to adjust the matter and respond, in writing, to the
20 employee or his or her representative within fifteen (15) calendar days, provided
21 however, that a written request for fifteen (15) day extension mailed or presented to
22 the ONA grievance officer with a copy to the Association representative shall be
23 granted.

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

29 **Step III:** If the grievance has not been answered or resolved at Step II, it may
30 be presented, in writing, by the grievant or representative to the County Labor
31 Relations Manager or his or her designee, within fifteen (15) calendar days after
32 the response of the department head is due. The Labor Relations Manager, or his
33 or her designee(s), shall respond in writing to the grievant or representative within
34 fifteen (15) calendar days.

35 **County Grievances:** When the County has a grievance, it may be presented
36 in writing to the Association through the Labor Relations Manager or his or her
37 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 account the schedules of the parties, representatives, and witnesses, as well as that of the arbitrator; and he or she shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The 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 (1) or the other of the two (2) parties to the arbitration.

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

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

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

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

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

ARTICLE 21
GENERAL PROVISIONS

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4 **1. No Discrimination** The provisions of this Agreement shall be applied equally
5 to all employees in the bargaining unit without discrimination as to age, marital
6 status, race, color, sex, sexual orientation, creed, religion, national origin, political
7 affiliation, gender identity, source of income, familial status, disability or physical
8 and mental handicap unless there are bona fide job-related reasons. In the event
9 the employer's obligations under the Americans with Disabilities Act (ADA) and this
10 agreement conflict, the ADA shall prevail. The Association shall share equally with
11 the County the responsibility for applying the provisions of the Agreement.

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

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

23 **3. Visits by Association Representatives** The County agrees that accredited
24 representatives of the Oregon Nurses Association, upon advance notice to the
25 Department Human Resources Director and with reasonable and proper
26 introduction at the job site, shall have access to the premises of the County at any
27 time during working hours to conduct Association business. The Association
28 agrees that such visits will cause no disruptions or interruptions of work. The
29 County will make a meeting area available with prior notice.

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

33 **5. Changes in Existing Conditions** The County will solicit and be receptive to
34 the input of the Association regarding any changes in working conditions proposed
35 by the County.

6. **Supremacy of Contract** To the extent allowable by law, whenever a conflict arises between this Agreement and Multnomah County Code 3.10 or its successor, this agreement shall prevail.

7. **Definitions** By this reference, the definitions contained in Addendum C are made a part of this Agreement.

8. **Contract Orientation and Distribution**

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

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

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

9. **Safety Inspection** As the County Chair's designee, the Central Human Resources Manager, or a 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 immediate supervisor. The NERC will establish regular quarterly meetings during normal working hours and will schedule such meetings insofar as practical to avoid disruptions and interruptions of work. The Committee may discuss any matter pertinent to maintaining good employer-employee relations. Each party will attempt to give the other reasonable advance notice, insofar as practical, of the agenda items it wishes to discuss at the next meeting. The parties first meeting shall occur within sixty (60) days following signing of this agreement by both sides. The initial primary focus will be a collaborative effort to improve service delivery and staffing needs.

12. Contract Work

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

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

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

13. Loss of Personal Property

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

9 **14. Inclement Weather and Natural Disasters Policy** The County reserves the
10 right to establish policy with respect to attendance at work during inclement
11 weather or a natural disaster, and further reserves the right to determine whether
12 or not an event qualifies as such under the terms of any such policy. Any time an
13 employee is unable to be at work as scheduled due to such an event, may, at the
14 employee's discretion, be charged to:

- 15 ▪ Vacation Leave
- 16 ▪ Saved Holiday Time
- 17 ▪ Compensatory Time
- 18 ▪ Leave Without Pay

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

ARTICLE 22

SAVINGS CLAUSE AND FUNDING

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4 1. **Savings Clause** Should any Article, section, or portion thereof of this
5 Agreement be held unlawful and unenforceable by any court of competent
6 jurisdiction, or any administrative agency having jurisdiction over the subject
7 matter, such decision shall apply only to the specific Article, section, or portion
8 thereof directly specified in the decision. Upon the issuance of any such decision,
9 the parties agree immediately to attempt to negotiate a substitute, if possible, for
10 the invalidated Article, section, or portion thereof. All other portions of this
11 Agreement, and the Agreement as a whole, shall continue without interruption for
12 the term hereof.

13 2. **Funding** The parties recognize that revenue needed to fund the wages,
14 benefits, and budget-related existing conditions provided by the Agreement must
15 be approved annually by established budget procedures. All such wages, benefits,
16 and budget-related existing conditions are, therefore, contingent upon sources of
17 revenue and annual budget approval. The County has no intention of cutting the
18 wages and benefits specified in this Agreement because of budgetary limitations,
19 but cannot and does not guarantee any level of employment in the bargaining unit
20 covered by this Agreement. The County agrees to include in its annual budget
21 request amounts sufficient to fund the wages and benefits provided by this
22 Agreement, but makes no guarantee as to the passage of such budget request
23 pursuant to established budget procedures. This Section 2 and County action
24 hereunder shall not be subject to the Resolution of Disputes Procedures
25 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 departure from the labor agreement. Such departures shall be for a stated time, with 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 26 day of July, 2012.

OREGON NURSES ASSOCIATION

Janine Tebeau-Jemerson RN
Janine Tebeau-Jemerson, RN, Co Chair

Erin Shawn, NP
Erin Shawn, NP, Co-Chair

Angela Warnock
Angela Warnock, RN

Donna Fish
Donna Fish, LPN

Beth McKinney RN
Beth McKinney, RN

Helen Rodman RN
Helen Rodman, RN

Amanda Cort
Amanda Cort, NP

Janet Buell RN
Janet Buell, RN

Sheri Malstrom
Sheri Malstrom, RN

NEGOTIATED:

Tresa Cavanaugh
Tresa Cavanaugh, Labor Relations
Representative, Oregon Nurses
Association

BOARD OF COUNTY COMMISSIONERS
For Multnomah County, Oregon

Jeff Cogen
Jeff Cogen, County Chair

Deborah Kafoury
Deborah Kafoury, Commissioner

Loretta Smith
Loretta Smith, Commissioner

Judy Shiprack
Judy Shiprack, Commissioner

Diane McKeel
Diane McKeel, Commissioner

NEGOTIATED BY:

Jim Younger
Jim Younger, HR Manager
Multnomah County, Oregon

REVIEWED:

Jenny Morf, County Attorney
For Multnomah County, Oregon

By Jacqueline Weber
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

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4 1. **Continuous service** Means uninterrupted employment with Multnomah
5 County subject to the following provisions:

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

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

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

17 2. **Full-time employee** An employee regularly scheduled to work thirty-two (32)
18 or more hours per week if on an eight (8) hour per day schedule; or an employee
19 regularly scheduled to work thirty (30) or more hours per week if on a ten (10) hour
20 per day schedule.

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

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

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

29 6. **Regular employee** The status a classified employee acquires after successful
30 completion of the probationary period for the particular position to which the
31 employee was appointed. A classified employee is an employee in County service
32 who is not in a temporary or on-call position.

33 7. **Probationary employee** An employee serving a six (6) month period of trial
34 service to determine his or her suitability for continued employment, such period to
35 begin on the date of his or her appointment from a list certified by the Employee
36 Services Division. During the period of probation, the employee may be dismissed
37 without recourse to the grievance procedure if, in the opinion of his or her

supervisor, his continued service would not be in the best interest of the County. A dismissed probationer shall be afforded, upon request, an opportunity to discuss his or her dismissal with the Department Director or his or her designee(s).

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

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

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

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

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

A regular employee appointed to a limited duration appointment shall be reinstated to a position in his/her former classification for purposes of layoff or when the limited duration appointment ends. Regular status employees will continue to accrue seniority as if in their regular assignment. Limited duration appointments shall 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.

1 2. **Possession, consumption, and distribution of alcohol and drugs**
2 **while off duty on County premises** Employees shall:

- 3 a. Not use, possess, or distribute illegal drugs.
4 b. Not use or distribute alcohol without authorization.

5 3. **Fitness for Duty** Employees shall:

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

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

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

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

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

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

35 4. **Cooperation with Policy Administration** Employees shall:

36 a. Not interfere with the administration of this drug and
37 alcohol policy. Examples include, but are not limited to, the following: tainting,

1 tampering, or substitution of urine samples; falsifying information regarding the use
2 of prescribed medications or controlled substances; or failure to cooperate with any
3 tests outlined in this policy to determine the presence of drugs or alcohol.

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

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

11 d. Complete any assessments or treatment programs
12 required under this Policy.

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

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

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

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

26 **C. Levels of Discipline**

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

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

35 3. The Parties acknowledge that, all other things being equal, certain
36 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

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

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

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

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

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

b. The parties understand the offering of a Last Chance Agreement is discretionary by the County, and when such an agreement is offered, the terms are for the duration of the employee's employment with the County. The offer of a Last Chance Agreement will not set precedent for the discipline of other

employees in the future. Any discipline incorporated in a Last Chance Agreement may not be grieved under the provisions of Article 20, Grievance Procedure.

D. Mandatory Assessment and Treatment

1. Employees who are disciplined for conduct which is related to the use of alcohol or drugs may be required to undergo assessment and to complete a program of education and/or treatment prescribed by a Substance Abuse Professional selected by the County. Employees who test positive for alcohol or controlled substances will be required to undergo assessment at the earliest opportunity, regardless of whether disciplinary action has been taken.

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

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

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

4. Testing

A. Basis for Testing

1. All employees may be tested:

- a. based on reasonable suspicion of being "under the influence" of alcohol or prohibited drugs;
- b. before returning to work after testing positive for being "under the influence" of alcohol or drugs;
- c. as part of a program of unannounced follow-up testing provided for in a Last Chance Agreement.

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

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

B. Establishing Reasonable Suspicion

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

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

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

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

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

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

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

C. Testing Methodology Testing procedures for all employees will be governed by the same standards as apply to CDL drivers under federal law. These standards include, but are not limited to, those governing sample acquisition, the

chain of custody, laboratory selection, testing methods and procedures, and verification of test results.

1. Drug Testing

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

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

i. Test results will be issued by the MRO or the testing laboratory 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 results by the County.

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

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

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

G. Medical Review Officer (MRO) A medical doctor trained in toxicology who contracts with employers primarily to review positive preliminary drug test results with employees. The MRO determines whether or not the results are likely to have been caused by factors other than drug abuse.

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

I. Prescription Medication A medication for which an employee is required by law to have a valid, current prescription.

J. Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol: See Section 4.B.1.a above.

1 **K. Substance Abuse Professional (SAP)** A licensed physician, or licensed
2 or certified psychologist, social worker, employee assistance professional, or
3 addiction counselor with knowledge of and clinical experience in the diagnosis and
4 treatment of alcohol and controlled substance-related disorders.

5 **L. Under the Influence of Alcohol** See Section 3.B.3.a above.

6 **M. Under the Influence of Drugs** 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 understand that if I refuse to take a drug and/or alcohol test or if a test is positive, my employment will be terminated.

5. I agree to return to work upon successful completion of an alcohol/drug rehabilitation program if my substance abuse counselor requires inpatient treatment.

6. It is understood that this agreement constitutes a final warning, and as such, lasts for the duration of my employment at the County. Should I terminate employment, and then return to work in a regular status position with the County, the terms of this Agreement will continue to be in effect.

7. I understand the Employee Assistance Program is available to me should personal problems arise in the future that may have an effect on my ability to remain in compliance with the drug and alcohol policy and/or this agreement.

8. I realize that violation of the drug and alcohol rules and/or policies at any time in the future is cause for termination.

9. I realize that my employment will be terminated if I fail to meet the expectations outlined in this Agreement and the letter attached.

Disciplinary Action

I understand that the disciplinary action imposed in the attached letter may not be grieved under the grievance procedure in the ONA contract.

Personal Commitment

I pledge and agree to abide by the terms of this agreement. I understand that a violation of or noncompliance with any of these terms will result in my being terminated. Further, I pledge to remain free of all illegal drugs and also not to abuse legal drugs (including alcohol). I hereby consent to the County's contacting any 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.

<hr/>		<hr/>	
(Employee)	(Date)	(Exempt Employee With Disciplinary Authority)**	(Date)
<hr/>		<hr/>	
(Labor Representative) (optional)	(Date)	(Employee's Immediate Exempt Supervisor***)	(Date)
<hr/>			
(Multnomah County Labor Relations, if applicable*)	(Date)		

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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