

Memorandum of Agreement
Temporary Voluntary Overtime Incentive Program
Swing Shift | Corrections Health

I. Parties to the Agreement

The parties to this Memorandum of Agreement (hereafter referred to as "MOA") are Multnomah County, Oregon, (hereinafter referred to as "County"), and the Oregon Nurses Association, (hereinafter referred to as "Union").

II. Background

- A. Due to an abnormally high vacancy rate, in the short-term at Corrections Health, a high amount of overtime is required to ensure continued operations for the unit's swing shift hours. The County has an interest in encouraging more voluntary coverage of overtime slots from a larger number of employees to reduce the impacts of unplanned mandatory overtime on a smaller group of employees and the risk of going below mandatory critical staffing levels.
- B. Full coverage of Corrections Health swing shift posts minimizes staffing impacts in other Corrections Health posts, allows for regular operations and ensures staffing levels in order to provide care for this vulnerable population.
- C. The County has approached the Union to propose a temporary increase in the payment rate for voluntary overtime for a period of three (3) months for the swing shift in Corrections Health.

THEREFORE, the parties have discussed and reached the following agreement:

III. Agreement

- 1. It is understood by the parties that payment of overtime at two times (2.0x) the employee's base rate is a greater benefit than what is currently provided under Article 18, Section 4, and will only apply to employees who meet the agreed-upon criteria below.
 - a. The ONA represented CHN or LPN employee confirms and works time that qualifies for an overtime payment under Article 18, Section 4 of the ONA Collective Bargaining Agreement (CBA),
 - b. The ONA represented employee has volunteered to work the overtime shift at least sixteen (16) hours in advance of the shift, unless otherwise mutually agreed upon (i.e., was not assigned to mandatory overtime), and
 - c. The intended work to be performed is specifically in support of the Corrections Health Division, during shifts that begin between the hours of twelve (12:00 p.m. (Noon) - 6.59 p.m.). All other hours worked outside of this timeframe, will be paid in accordance with the CBA terms.
 - d. Comp time in lieu of pay will not be approved during the term of this temporary program.

- e. Holidays will continue to be paid in accordance with the regular CBA terms (i.e., double time will not apply on the holidays, but they are paid as outlined in the CBA)
 - f. Swing-shift differentials will continue to be paid in accordance with the CBA terms (i.e. Configuration will allow Swing shift differential to calculate/pay on time coded as VOT 2.0).
2. The overtime worked under this agreement will not count as mandatory overtime (MOT) for any purpose. The intent is to encourage sign up for voluntary overtime in advance to decrease impacts of MOTs on staff and increase voluntary sign up of overtime. In the absence of sufficient volunteers under this program, management reserves the right to mandate overtime in accordance with the CBA.
3. It is the desire of the parties that employees have at least eight (8) hours of rest between shifts, inclusive of voluntary overtime, during the course of this MOA. As such, management and employees shall make every effort to ensure nurses are not scheduled to work more than sixteen (16) hours continuously and work no more than 3 double shifts in a row. Staff should use discretion in requesting additional voluntary overtime, to ensure they are personally fit for duty when they report to work.
4. All other ONA CBA provisions regarding voluntary overtime shall continue to apply unless modified by this MOU.
5. Nothing herein shall alter the terms of the ONA CBA, payment rates, or current recognized past-practices or procedures for when an employee is assigned to MOTs. This Agreement is understood by the parties to be a "temporary program" subject to the agreed upon sunset clause, and shall not establish a practice or precedent in any way (e.g. does not establish a status quo).
6. Any disputes regarding the interpretation or application of this Agreement shall be resolved by the Parties using the grievance procedure in Article 23 of the ONA CBA.
7. If agreement is reached by June 10th, this Agreement shall become effective from June 5th, 2023 at the start of the first roster (Shift 1/Day Shift) within the first full FLSA workweek following the date of final signature by the Parties.
 - a. If agreement is not reached by June 10th, 2023, the effective date of this agreement shall be the start of the first roster (Shift 1/Day Shift) within the first full FLSA workweek following the date of final signature by the Parties (no retroactivity).
8. This Agreement shall end on September 10th, 2023.
9. In addition to the ONA CBA, this MOA is the full and final agreement of the Parties related to the subject of the temporary increase in payment rates when working voluntary overtime.
10. This agreement is based on unique circumstances, is temporary in nature, is non-precedent setting, and creates no expectation for similar agreements in the future.

11. The parties will meet 30 days prior to the expiration of this MOA to discuss the status of the vacancies and how to proceed moving forward.

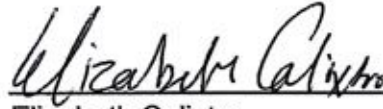
AGREED to this date, June 9th, 2023.

For the Union:



Daisy Hernandez-Haws
Labor Relations Representative

For the County:



Elizabeth Calixtro
Labor Relations Manager