
2022 - 2025



AGREEMENT

between

Multnomah County, Oregon

and

Oregon Nurses Association



2022 - 2025
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
OREGON NURSES ASSOCIATION



LABOR RELATIONS UNIT
501 SE HAWTHORNE BLVD., SUITE 300
PORTLAND, OR 97214
PHONE: (503) 988-5135
FAX: 503-988-3009

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2022 - 2025
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
DEFINITIONS

1
2
3
4 **1. Continuous Service**

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

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

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

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

17 **2. Countywide Seniority**

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

20 **3. Essential Employee**

21 An employee who has been designated as "essential" and is required to report
22 for duty regardless of facility closure or curtailment of some or all County operations
23 in accordance with the provisions of Article 16, Section 9.

24 **4. Full-Time Employee**

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

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

29 The number of hours that:

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

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

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

11 **6. Initial Trial Service Employee**

12 An employee serving a six (6) month period of initial trial service to determine
13 the employee's suitability for continued employment, such period to begin on the date
14 of the employee's appointment from a certified eligible list. Upon written notice to the
15 affected employee and ONA, the six (6) month initial trial service period may be
16 extended by up to an additional six (6) months; the notice will include the reasons for
17 the extension and the performance or behavioral changes that will be required to
18 successfully complete the initial trial service period. An employee's initial trial service
19 period will be automatically extended by the length of any approved leave of
20 absence. During the period of initial trial service, the employee may be dismissed
21 without recourse to the grievance procedure if, in the opinion of the employee's
22 supervisor, the employee's continued service would not be in the best interest of the
23 County. A dismissed employee shall be afforded, upon request, an opportunity to
24 discuss their dismissal with the Department Director or the Department Director's
25 designee(s).

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

1 **7. Job Class Seniority**

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

5 **8. Job Sharing**

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

8 **9. Limited Duration Appointment**

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

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

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

28 **10. Managerial Employee**

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

1 **11. On-Call Employee**

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

5 **12. Part-Time Employee**

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

8 **13. Job Profile Change Trial Service**

9 **A.** Upon moving into a job profile requiring a more advanced healthcare
10 credential, a regular employee will serve a six (6) month trial service period to
11 determine the employee's suitability for continued employment in the new job profile.

12 **B.** Upon moving into a new work assignment for which there is a different
13 position description, but within the same job profile, a regular employee will serve a
14 three (3) month trial service period to determine the employee's suitability for
15 continued employment in the new work assignment. Examples would include: an
16 ICS nurse transferring to corrections; transferring between primary care and PAC-
17 RN; or taking a community health, communicable disease or infection preventionist
18 position.

19 In both scenarios in A and B above, the new trial service period will begin on
20 the date of the employee's appointment to the new position. If, in the discretion of
21 either the employee or the employee's supervisor, the employee is not successful
22 during the new trial service period, the employee shall be returned to their prior
23 position. If the employee's prior position is not available, the employee shall be
24 transferred to the position and department from which they transferred. If there is no
25 vacant position in the employee's former job profile and department, then the
26 employee will be reassigned pursuant to Article 14 Section 3.D of this Agreement.

27 **14. Regular Employee**

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

1 **15. Supervisory Employee**

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

8 **16. Temporary Employee**

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

1 **ARTICLE 3**
2 **RECOGNITION**
3

4 **1. Unit Definition**

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

- 11 **A.** Supervisory employees, and
- 12 **B.** Managerial employees.

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

15 **2. Initial Trial Service Employees**

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

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

19 **A. Pay upon Entry**

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

27 **B. Step Increases**

28 On-call employees shall be eligible for a step increase upon completion
29 of one thousand two hundred and forty-eight (1,248) hours of employment and
30 satisfactory performance evaluation. Step increases shall continue to be granted
31 based on each additional one thousand two hundred and forty-eight (1,248) hours of

1 satisfactory employment. Former employees hired for on-call positions shall be
2 placed at the same Step at which they were last employed factoring in any market
3 adjustments that may have occurred after separation and before rehire.

4 **C. Contractual Benefits**

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

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

9 2. Shift differential (Article 18.2);

10 3. A differential in lieu of benefits in the amount of three dollars
11 (\$3.00) per hour;

12 4. Overtime (Article 18.4), except that on-call nurses who work in
13 excess of eight (8) hours on a shift in a facility for which nurses are under the
14 supervision of corrections nursing shall be paid at the overtime rate of one and one-
15 half (1 ½) the regular straight-time rate for such excess hours, but overtime pay shall
16 not be paid twice to such employee for the same hours;

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

19 a. New Year's Day;

20 b. Juneteenth

21 c. 4th of July;

22 d. Thanksgiving; and

23 e. Christmas Day.

24 6. No discrimination (Article 24.1);

25 7. Corrections Premium (Article 18.16);

26 8. Weekend differential (Article 18.18) applicable only when
27 employees are assigned to one of the correctional facilities;

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

1 **10.** Settlement of Disputes (Article 23), strictly limited, however, to
2 enforcement of Article 3., Section 3.A. (1 - 9), of this Agreement.

3 **11.** Bilingual and Culturally-Specific Knowledge, Skills, and Abilities
4 (KSA) Positions Compensation on an ad hoc basis (Article 18.21); and

5 **12.** The provisions in Addendum B, Drug and Alcohol Policy, shall
6 apply to On-Call and Temporary employees.

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

9 **D. Reporting**

10 The Association may request periodic reporting by the Health
11 Department relating to patterns of use and compensation of temporary, part-time
12 (less than twenty (20) hours per week) and on-call employees. The parties further
13 agree that the County shall make every effort to employ permanent full and part-time
14 employees over on-call and temporary employees, pursuant to Article 15.

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

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

ARTICLE 4
MANAGEMENT RIGHTS

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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.

1 **ARTICLE 5**

2 **ASSOCIATION SECURITY, CHECK-OFF, AND BUSINESS**

3
4 **1. Association Security and Check-Off**

5 **A. Deduction of Association Dues**

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

8 **B. Amount Deducted Each Payroll Period**

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

14 **C. Authorization and Certification of Dues**

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

20 **D. Maintenance of Membership**

21 The Association agrees that it will indemnify, defend and hold the
22 County harmless from all suits, actions, proceedings or claims against the County or
23 persons acting on behalf of the County, whether for damages, compensation,
24 reinstatement, or any combination thereof, arising out of application of "Section 1.D."
25 of this Article. In the event any decision is rendered by the highest court having
26 jurisdiction that any portion of this section is invalid and/or that reimbursements must
27 be made to any employees affected, the Association shall be solely responsible for
28 such reimbursements.

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

30 1. Within thirty (30) days after the execution of this Agreement and
31 monthly thereafter for the term of this Agreement, the County shall provide the

1 Association electronically with a master listing of all Bargaining Unit Employees who
2 are subject to the provisions of this Agreement. Such listing shall contain the names
3 of the employees, along with their job classifications, work locations for full-time and
4 part-time employees, home addresses, home phone number, SAP number, and
5 dates of employment.

6 2. Each month subsequent to the establishment of the master list,
7 the County shall forward to the Association electronically the names, job
8 classifications, work locations for full-time and part-time employees, home addresses,
9 dates of employment, and SAP number of all new employees covered by this
10 Agreement and of all employees who terminated from the bargaining unit during the
11 month.

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

14 **2. Union Representation**

15 **A. Contract Negotiations**

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

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

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

29 4. Prior to negotiations, representatives of the County's and
30 Association's negotiating teams will jointly establish other necessary general
31 negotiating ground rules.

1 **B. Nurse Employment Relations Committee**

2 1. To promote harmonious relations and aid internal
3 communications, the parties will maintain the Nurse Employment Relations
4 Committee (“NERC”).

5 2. The County’s NERC members will be the Health Department
6 Director (or designee) and a representative from the County’s Labor Relations Unit.
7 The Association shall designate four (4) employee members who will be released
8 from duty to serve on the NERC without loss of pay.

9 3. If the meeting is held at a time outside of the member’s regularly
10 scheduled hours of work, the member shall be permitted to flex the member’s regular
11 schedule within the FLSA workweek to compensate. The member and the member’s
12 supervisor shall confer in advance of the meeting to determine a mutually agreeable
13 flex schedule to achieve this purpose.

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

19 5. Either party may sponsor additional attendees at a particular
20 meeting of the NERC after conferring with the Labor Relations Unit representative
21 and ONA Labor Relations Representative; PROVIDED, that the release of additional
22 employee attendees must be approved by the employee’s immediate supervisor.

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

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

30 Employee turnover will be a standing agenda item for the NERC
31 during the 2022-2025 term of this Agreement. The County will on a semi-annual

1 basis provide the NERC with information to allow it to review the employee turnover
2 rate and an assessment of the impact of employee turnover. The NERC will review
3 that information twice annually and will provide to the County any feedback it may
4 have on how best to reduce employee turnover.

5 **C. Visits by Association Representatives**

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

13 **D. Bulletin Boards**

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

19 **E. Association Business Leave**

20 There are three forms of Association Business Leave.

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

22 Association Business Leave that is considered County Paid Time
23 includes functions that are considered County/Association joint functions such as;
24 table negotiations; committees that are joint County/Association committees such as
25 labor/management committees, Benefits Committee, Compensation Committee;
26 duties as a Steward as defined as in this agreement and such other Joint Function
27 Business Leave (County Paid Time) that are mutually agreed between the parties.
28 County employees participating in such activities will be allowed to do so without loss
29 of pay.

1 **2. Association Only Business Leave (Association Reimbursable**
2 **Time)**

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

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

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

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

25 **e.** If the County incurs liability arising from the activities of a
26 member engaged in Association Only Business Leave (Association Reimbursable
27 Time) during such reimbursed time, the Association agrees to reimburse the County
28 for losses caused by such activities, to the extent that such losses are attributable to
29 the acts of the employee receiving continued compensation pursuant to this section.
30 In the event of a dispute over the causation or amount of loss attributable to the
31 actions of Association agents, the parties agree to arbitrate such dispute under

1 Article 23.1.F, Step V, unless such arbitration is inconsistent with the provisions of
2 any applicable third-party insurance indemnification agreement, or unless binding
3 arbitration might jeopardize the availability of coverage by a third-party insurer.

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

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

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

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

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

ARTICLE 6

NO STRIKE AND NO LOCKOUT

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

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

ARTICLE 7
HOLIDAYS

1. Holidays

A. Recognized and Observed Holidays

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

1. New Year's Day (January 1st)
2. Rev Dr. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
3. Presidents Day (3rd Monday in February)
4. Memorial Day (last Monday in May)
5. Juneteenth (June 19th)
6. Independence Day (July 4th)
7. Labor Day (1st Monday in September)
8. Veterans' Day (November 11th)
9. Thanksgiving Day (4th Thursday in November)
10. Christmas Day (December 25th), or with approval of the

supervisor, this day may be traded for any other cultural or religious holiday during the fiscal year, provided the employee uses paid leave for, or works on December 25. The provisions governing use of personal holidays in Section 6.B will apply.

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

12. Eight (8) hours of flexible holiday time for any cultural or religious holiday during the fiscal year, provided the employee gives two (2) weeks' notice and has the consent of the employee's supervisor. If the supervisor determines that

1 holiday usage/requested is impractical, the employee will be credited with eight (8)
2 hours of personal holiday time, per Section 6 below.

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

12 **2. Holiday Pay**

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

21 **3. Holiday Observance**

22 **A. Five Day Work Week**

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

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

27 **B. Four Day Work Week**

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

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

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

8 **4.** Holidays accumulated in this manner must be utilized by June
9 30th of each year. Those banked holidays not utilized will be paid to the employee at
10 the employee's base rate.

11 **C. Irregular Scheduling**

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

15 **D. Twenty-Four-Hour Operations**

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

24 **4. Holiday During Leave**

25 If a full-time employee or a part-time employee eligible under Section 1.B. is
26 on authorized leave with pay when a holiday occurs, such holiday shall not be
27 charged against such leave, except in the following circumstances when the full-time
28 or part-time employee is on a:

29 **A.** FMLA/OFLA continuous leave when the holiday occurs; or

30 **B.** FMLA leave in increments of less than one week and the employee was
31 scheduled and expected to work during the holiday.

1 **5. Holiday Work**

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

10 **6. Personal Holidays**

11 **A. Accrual**

12 Personal holidays may be accrued in lieu of:

- 13 1. Eight (8) hours of flexible holiday time as provided in Section 1.A
14 above;
- 15 2. The Personal Holiday provided in Section 1.A above;
- 16 3. A holiday which an employee takes as a regular unpaid day off
17 as provided in Section 3.D, "Twenty-four-(24) hour Operations" above;
- 18 4. A holiday on which an employee works as provided in Section 5,
19 "Holiday Work," above.

20 **B. Other Applications**

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

24 **C. Use of Personal Holidays**

25 A personal holiday shall be a day off available at the discretion of the
26 employee with the consent of the employer. Personal Holiday time will be charged in
27 accordance with the uniform time charging provisions of Article 16.7.

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

ARTICLE 8
VACATION LEAVE

1. Accrual

Each regular employee (except 1.00 FTE Nurse Practitioners (NPs) & Physicians Assistants (PAs) in ICS Primary Care only) shall accrue vacation leave from the first day of regular employment. Vacation leave shall be accrued in accordance with the accrual rates shown in Column 2 of the "Table of Vacation Accrual Rates" in "Section II" below, and accrual balances shall be shown on the employee's check stub. (Vacation accrual rates for 1.00 FTE NPs & PAs in ICS Primary Care can be found in the Memorandum of Agreement (MOA) for ICS Primary Care only - 1.00 FTE NPs & PAs Changed to FLSA Exempt Status.)

2. Table of Vacation Accrual Rates

<u>1.</u> <u>Years</u> <u>of</u> <u>Service</u>	<u>2.</u> <u>Hours Accrued</u> <u>Per Pay Period</u>	<u>3.</u> <u>Hours (Weeks)</u> <u>Accrued Per Year</u> <u>by Full Time</u> <u>Employees</u>	<u>4.</u> <u>Maximum</u> <u>Hours</u> <u>Accruable</u>
Less than 2	4.67	112 (2.8 wks.)	224
2 to 5	5.33	128 (3.2 wks.)	264
5 to 8	6.33	152 (3.8 wks.)	296
8 to 15	7.67	184 (4.6 wks.)	368
15 or more	9.0	216 (5.4 wks.)	460

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

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

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

5 **3. Charging**

6 Vacation leave shall be charged in increments in accordance with the uniform
7 time charging provisions of Article 16, Section 7.

8 **4. Vacation Times**

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

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

19 **5. Termination or Death**

20 Unused vacation leave shall be paid to the employee at their regular rate of
21 pay at the time of separation from service. In the event of an employee's death,
22 unused vacation leave shall be paid to the employee's heirs at their regular rate of
23 pay.

ARTICLE 9
SICK LEAVE

1
2
3
4 **1. Paid Sick Leave**

5 **A. Definition and Allowable Use**

6 Sick leave is a leave of absence with pay which may be used when the
7 employee is directly affected by any of the health conditions listed below, or when
8 specified others are affected by the conditions listed, and require the employee's
9 care. As used in this Article, "protected sick time" refers to sick leave protected under
10 the Oregon State Sick Leave Law, ORS 653.601(6), *et seq.* The first forty (40) hours
11 per year of "paid sick time," as defined under ORS 653.601(6), are protected under
12 Oregon's State Sick Leave Law. Accrued sick leave taken in excess of forty (40)
13 hours per year is not covered or protected under the state sick leave law, but may be
14 considered protected leave under other state and federal laws.

15 Members of the bargaining agreement who work remotely from
16 residences in Washington and who are not "regularly scheduled" to report to an
17 Oregon worksite should refer to Addendum C for information on their Washington
18 Paid Sick Leave coverage and Washington Paid Family and Medical Leave.
19 "Regularly scheduled" means an employee is expected to report to an Oregon
20 worksite at least one day per week.

21 **1. Specified Others**

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

1 **2. Covered Health Conditions**

2 **a.** Mental or physical illness, injury, or health condition; need
3 for medical diagnosis, care or treatment of a mental or physical illness, injury or
4 health condition, or time off needed for preventative care; or

5 **b.** Any qualified condition covered by FMLA or OFLA,
6 regardless of whether the employee meets statutory eligibility requirements; or

7 **c.** Any other illness, injury, or quarantine based on exposure
8 to contagious disease; or

9 **d.** Medical, dental, and employee assistance program
10 appointments; or

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

13 **f.** In the event of a public health emergency, including upon
14 an order of a general or specific public health emergency.

15 **3. Parental Leave**

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

20 **4. Occupationally Related Conditions**

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

23 **B. Accrual**

24 **1.** Employees shall accrue sick leave at the rate of .05 hours for
25 each straight time hour worked or on paid leave. Hours worked includes paid
26 holidays and leaves with pay taken during the workweek.

27 **2.** Sick leave may be accrued on an unlimited basis.

28 **C. Reporting of Sick Leave**

29 **1.** An employee who must be absent for any reason listed in
30 Section 1.A. of this article must follow the call-in procedures for their program/clinic
31 (i.e. notify the supervisor on duty or the supervisor's designee(s), leave a message

1 on the designated call-in phone number, etc.) at least three (3) hours for employees
2 in Corrections Health and one (1) hour for employees in all other programs/clinics,
3 before the beginning of their shift, that they will be out office, so that coverage
4 options can be identified.

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

7 **3.** The provisions of this section do not apply if the employee is
8 unable to follow the call-in procedures for their program/clinic, due to incapacitation
9 or is on an approved leave of absence.

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

11 Sick leave may not be used during vacation except when the employee
12 notifies the supervisor of the interruption of the employee's scheduled vacation and
13 presents reasonable evidence of a bona fide illness or injury upon returning to work.

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

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

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

20 **B. Legitimate Use**

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

26 **1. Verification of Use**

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

31 **b.** The County may require an employee to submit written

1 medical verification from a health care provider due to non-FMLA and non-OFLA
2 covered illness or injury under the following conditions:

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

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

7 iii. The employee has exhausted all sick leave; or

8 iv. The employee commences sick time without
9 providing prior notice required by the County, unless medical circumstances prevent
10 the employee from providing notice prior to commencing sick time and the employee
11 provides notice to the County as soon as is practicable; or

12 v. When the employee has exceeded the amount of
13 sick leave protected under the Oregon Sick Leave Law and has had five (5) or more
14 events with less than twenty-four (24) hours' notice in a six (6) month period; or

15 vi. Management suspects that an employee is abusing
16 sick time, including engaging in a pattern of sick leave abuse. "Pattern of sick leave
17 abuse" includes, but is not limited to, repeated use of unscheduled sick time on or
18 adjacent to weekends, holidays, vacation days, or paydays. After an employee has
19 exceeded the amount of sick leave protected under the Oregon Sick Leave Law, an
20 employee may be required to submit written medical verification when management
21 reasonably believes that the absence may not be bona fide.

22 If medical verification is requested, the County will pay any and
23 all reasonable costs, including lost wages, associated with obtaining medical
24 verification that are not covered under the employee's health benefit plan in which
25 the employee is enrolled.

26 **2. Discipline**

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

1 **a. Abuse of Sick Leave**

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

5 **b. Use of Accrued Sick Leave**

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

8 ii. When the intermittent use of accrued sick leave or
9 other paid or unpaid leave used in lieu of sick leave interferes significantly with an
10 employee's ability to perform the duties of the employee's job, management may do
11 the following (subject to the requirements of law, including, but not limited to, the
12 FMLA and the Oregon Sick Leave Law):

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

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

17 **c. Excessive Absenteeism**

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

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

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

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

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

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

3 **C. Sequencing of Leaves**

4 The use of vacation leave, saved holiday time, compensatory time, and
5 leave without pay is subject to approval by management according to the
6 requirements of Articles 7, 8, 10, and 18, respectively. However, unless otherwise
7 required by law, forms of leave shall be used and exhausted in the following
8 sequences:

9 1. Leave for illness or injury that does not qualify for FMLA and/or
10 OFLA will be taken in the following order:

- 11 a. Sick leave until it is exhausted;
- 12 b. Vacation leave, saved holiday time, or compensatory
13 time, sequenced at the employee's option, until they are exhausted;
- 14 c. Leave without pay.

15 2. Leave that qualifies under FMLA and/or OFLA will be taken in
16 the following order:

- 17 a. Paid leave until it is exhausted; employees will determine
18 what order paid leave is used;
- 19 b. Leave without pay

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

- 21 a. Vacation leave, saved holiday time, or compensatory
22 time, sequenced at the employee's option (to the extent allowed by vacation sign-up
23 provisions) until they are exhausted;
- 24 b. Leave without pay

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

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

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

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

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

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

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

21 **E. Limitations on the Use of Leave Without Pay In-Lieu of Sick Leave**

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

25 **1. Continuous Leave**

26 In the event of a continuous leave of absence without pay in
27 excess of any legal requirement of the FMLA or OFLA, the County may require from
28 the employee's physician, and/or arrange for the employee to see a physician
29 selected by the County to examine the employee and provide a statement of the
30 disability, current condition, and the anticipated length of current absence. If the
31 County requires the employee to see a physician it has selected, it will pay the costs.

1 If deemed necessary by the County, such an examination shall be repeated every
2 thirty days. If management determines that continued leave would not be in the best
3 interest of the County, then any resulting termination would be subject to review
4 under the just cause standard as to the reasonableness of this determination.
5 Following six months of leave without pay, to include time spent on unpaid FMLA
6 and/or OFLA leave, any extension of the leave shall be deemed permissive on the
7 part of the County and if the employee's leave is not extended, and the employee
8 does not return to work, the employee will be deemed to have resigned.

9 **2. Intermittent Leave**

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

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

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

23 **c.** Proceed with the disciplinary process.

24 **3. Fitness for Duty**

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

1 **4. Occupational Exposure**

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

7 **5. Other Sick Leave Provisions**

8 Sick leave shall be charged in one-quarter hour increments in accordance with
9 the uniform time charging provisions of Article 16, Section 7.

10 **6. Oregon Paid Family and Medical Leave Reopener**

11 The parties acknowledge that the County may, at a later date separate from
12 successor bargaining, exercise a benefits reopener of Article 9, Sick Leave and
13 Article 11, Health and Welfare. This reopener will be for the exclusive purpose of
14 addressing the impacts and effects of the Oregon Paid Family and Medical Leave
15 Act, and may include, but is not limited to, Personnel Rules, administrative policies,
16 benefit plans offered, and plan design changes. This Reopener will be subject to the
17 same rules and bargaining process that pertains to full contract successor
18 negotiations.

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

3
4 **1. Leaves of Absence**

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

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

16 **2. Bereavement**

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

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

29 **A:** parents

30 **B:** step-parents

31 **C:** children

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

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

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

13 **3. Jury Duty**

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

18 **4. Parental Leave**

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

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

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

27 **6. Military Service**

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

ARTICLE 11
HEALTH AND WELFARE

1. Medical and Dental Benefits

A. Definition and Contribution Toward Benefit Plan Premiums

1. Definitions

a. Full-Time Employees

Employees who are regularly scheduled to work at least thirty-two (32) hours per week or regularly scheduled to work at least thirty (30) hours per week on a ten (10) hour per day schedule.

b. Part-Time Employees

Employees who are regularly scheduled to work at least 20 hours but less than thirty-two (32) hours per week however, not scheduled for three (3), ten (10) hours per day.

2. Medical Benefit Plan Contributions

a. Full-Time Employees

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 Plans	County Contribution	Employee Contribution
PPO 400 Plan	93.25%	6.75%
Major Medical Plan (no vision)	100%	0%
Kaiser 10/20 HMO Medical Plan	95%	5%

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b. Part-Time Employees

Each eligible Part-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:

Part-Time Employees		
Medical Plans	County Contribution	Employee Contribution
PPO 400 Plan	50%	50%
Major Medical Plan (no vision)	100%	0%
Kaiser 10/20 HMO Medical Plan	62%	38%
Kaiser Maintenance Medical Plan	90%	10%

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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 total monthly premium by tier as follows:

Full-Time Employees		
Dental Plans	County Contribution	Employee Contribution
Delta Dental 50 Plan	93%	7%
Kaiser Dental 15 Plan	93%	7%
Willamette Dental Group Plan	93%	7%

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1 c. Each eligible Part-Time active enrolled employee's
2 monthly contribution for dental benefit plan coverage will be calculated as a
3 percentage of the total monthly premium by tier as follows:
4

Part-Time Employees		
Dental Plans	County Contribution	Employee Contribution
Delta Dental 50 Plan	50%	50%
Kaiser Dental 15 Plan	50%	50%
Willamette Dental Group Plan	50%	50%

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

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

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

21 The County agrees to notify the Association any time there is a proposed
22 change in plan cost, plan design, or optional changes proposed by the carriers that
23 would impact plan design cost or plan designs and to meet with the Association upon
24 request. Objections to plan or plan design changes mandated by a carrier that cannot

1 be resolved by meeting shall be subject to impact bargaining only. Mandated
2 coverage changes due to Federal or State laws, rules, or regulations shall be
3 presented to the Association but will be implemented by the County as required by
4 law.

5 **C. Premium Calculations**

6 For Kaiser Plans, the premium charges shall be the amount charged by
7 Kaiser to the County. For the Moda plans, the premium charges shall be calculated,
8 using sound actuarial principles, and include projected claim costs based on plan
9 experience as required by state regulations, Incurred But Not Reported (IBNR)
10 expenses, federal or state assessments, pharmaceutical claim expenses, stop-loss
11 premiums, third-party benefit plan administration costs, and an appropriate trend
12 factor selected to limit County contributions and employee cost shares while
13 providing adequate funding for plan operations.

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

18 **D. Employee Contribution**

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

23 **E. Major Medical Plan Rebates**

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

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

27 1. Employees may elect to Opt-Out of the County's medical benefit
28 plan coverage by making that election during the benefit enrollment process.
29 Employees making such an election must provide annually, an affidavit or other
30 qualifying proof of other qualifying group medical benefit plan coverage covering all
31 tax dependents, other than Medicare, in order to make the Opt-Out election.

1 Employees will not be eligible to change their election until the County's official
2 annual open enrollment period, unless the employee experiences an IRS recognized
3 family status change event that would allow a mid-year health plan election change
4 or qualifies for Special Enrollment under HIPAA.

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

6 Full-time employees who Opt-Out of benefit plan coverage will
7 receive a reimbursement paid by the County of two-hundred-fifty dollars (\$250)
8 (gross) per month. (One hundred twenty-five dollars (\$125) (gross) paid on each
9 paycheck.)

10 **3. Part-Time Employees Who Opt-Out**

11 Part-time employees who Opt-Out of medical benefit plan
12 coverage will receive a reimbursement paid by the County of one hundred twenty-five
13 dollars (\$125) (gross) per month. (Sixty-two dollars and fifty cents (\$62.50) paid on
14 each paycheck.)

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

22 **H. Successor Plans and Carriers**

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

29 If the County chooses to change from a plan or carrier which is still
30 available, the County agrees that the overall existing level of benefits for each plan
31 will not be reduced and the coverage will be duplicated as closely as possible.

1 **I. Premium Reimbursement for Part-Time Employees**

2 1. A Part-Time employee who works a minimum of one-hundred-
3 twenty-eight (128) hours during two (2) consecutive payroll periods will be
4 reimbursed for the difference between the Part-Time employee contribution and the
5 Full-Time employee contribution, as if they were entitled to Full-Time benefits during
6 that period for their elected County offered medical and/or dental plans.

7 2. A Part-Time employee who has elected the Kaiser Maintenance
8 plan will be reimbursed for the amount of their Part-Time employee contribution
9 (because this plan does not have a Full-Time equivalent plan).

10 3. There is no reimbursement available to employees who have
11 elected the Major Medical Plan or "Opt-Out".

12 4. Any such premium reimbursements made to the employee will
13 be adjusted for appropriate taxes.

14 5. "Work" for purposes of this section is defined as regular hours
15 worked, overtime hours worked (counted on a straight time bases for meeting this
16 hourly requirement) and other paid time such as vacation, sick.

17 6. Reimbursement requests must be submitted in writing to the
18 Employee Benefits Office within three (3) months from the end of the calendar year.

19 **J. Retirees**

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

22 **K. Default Enrollment**

23 1. New full-time employees who fail to submit timely enrollment to
24 Opt-Out or enroll into the medical and dental benefit plans described in Section A will
25 be enrolled by default in the County's Major Medical PPO plan and Delta Dental 50
26 plan, with employee only coverage. Eligible dependents of such employees may be
27 enrolled in the default plans if the employee requests dependent enrollment within
28 fifteen (15) days of date default enrollment notice is issued.

29 2. New part-time employees who fail to submit a timely enrollment
30 to Opt-Out or enroll into the medical and dental benefits plans described in Section A
31 above will be enrolled by default in the County's Major Medical plan, with employee

1 only coverage. Eligible dependents of such employees may be enrolled in the default
2 plan if the employee requests dependent enrollment within fifteen (15) days of date
3 default enrollment notice is issued.

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

5 **1. Spouses and Domestic Partners**

6 **a. Definitions**

7 **i.** A “spouse” is a person to whom the employee is
8 legally married.

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

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

16 **(b)** Has a close personal relationship; and

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

19 **(1)** Are not legally married to anyone;

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

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

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

26 **(5)** Are each other’s sole domestic
27 partner;

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

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

2 An employee may enroll a spouse or domestic partner in
3 County medical and dental plans upon completion of the County's Affidavit of
4 Marriage or Domestic Partnership adding them during the benefit enrollment process.
5 Enrollment times and other procedures for administration of the medical and dental
6 benefit plans shall be applied to employees with domestic partners in the same
7 manner as to married employees to the extent allowed by the law. Spouse or
8 domestic partner must be enrolled in the same plans as the employee.

9 **2. Children**

10 **a. Definition**

11 "Eligible children" includes:

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

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

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

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

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

25 b. both the parent child and grandchild
26 reside with the County employee.

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

30 v. An eligible dependent enrolled under the employee's
31 County sponsored health plan, who becomes permanently disabled prior to their

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

6 **b. Enrollment of Dependent Children**

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

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

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

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

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

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

24 **b.** Employees whose marriage or domestic partnership ends
25 must submit a Statement of Dissolution of Marriage/Domestic Partnership through
26 the Benefit Change process to report the event.

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

30 **d.** Employees who fail to remove an ineligible spouse,
31 domestic partner, or child within sixty (60) days of the qualifying event and have not

1 elected to purchase COBRA coverage for the terminated dependent will be required,
2 retroactive to the coverage end date, to reimburse the County sponsored health plan
3 for claims incurred and paid while the former spouse, partner, or child remained
4 enrolled but was no longer an eligible dependent.

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

7

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

8

9 **M. When Benefits Coverage Begins and Ends**

10 **1. Coverage for New Employees**

11 **a. Medical and Dental Benefits**

12 The employee's and eligible dependents' medical and
13 dental benefits will be effective the first (1st) day of the month following or coinciding
14 with date of hire, provided the employee has completed their benefit enrollment and
15 provided any required documentation to the Employee Benefits Office on or before
16 that date. Employees who submit their benefit enrollment after the first (1st) day of the
17 month following hire, but within thirty-one (31) days of hire, will be covered the first
18 (1st) day of the month following the date the enrollment is completed. Employees who
19 do not submit their enrollment within thirty-one (31) days of hire will be enrolled
20 based on the default enrollment procedure. Coverage under the default plan(s) will
21 begin on the first (1st) day of the month following thirty-one (31) days of employment.

2. **Benefits Coverage for Terminating Employees**

a. **Retirees**

i. **County-Subsidized Coverage**

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

ii. **Continuation of Coverage through COBRA**

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

b. **Other Terminating Employees**

i. **County Sponsored Coverage**

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

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

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

ii. **Continuation of Coverage through COBRA**

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

3. **Employees on Unpaid Leaves of Absence**

a. **Leaves of Less Than 30 Days**

Employees' benefits plan coverage will not be affected by

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

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

4 i. The County will contribute toward
5 medical/vision/prescription and dental benefit plan coverage during unpaid approved
6 FMLA and/or OFLA leave as required by law. Unpaid cost shares will be recovered
7 from the employee when the employee returns to paid status.

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

13 **c. Non-FMLA/OFLA Unpaid Leaves**

14 **i. Lapsing of County-Subsidized Coverage**

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

19

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

20
21 **Example:** Employee A goes on non-FMLA/OFLA unpaid leave effective July 15.
22 Leave period exceeds thirty (30) days. Thirty-first (31st) day of unpaid leave is August
23 14. Employee A's County sponsored health plan coverage will end August 31.
24 Employee B goes on non-FMLA/OFLA unpaid leave July 18. Unpaid leave period
25 exceeds thirty (30) days. Thirty-first (31st) day of leave is August 17th. Employee B's
26 County sponsored health plan coverage will end September 30.

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

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

5 iii. **Benefits Coverage Upon Return from a Leave**

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

12 b. Employees returning from unpaid non-
13 FMLA/OFLA leave in a new plan year will have an open enrollment opportunity when
14 they return from leave for the same length of time as Open Enrollment. Such
15 employees must notify the County Employee Benefits Office and complete the
16 enrollment process upon their return to work. If submitted enrollment is received on
17 the first (1st) day of the month, the change will be effective that day; otherwise,
18 coverage will be in effect the first (1st) day of the month following receipt of the
19 employee's completed enrollment.

20 **2. Retiree Medical Insurance**

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

23 **A. Definitions**

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

30 **B. Right to Participate**

31 Except as otherwise provided in this section, retirees may continue to

1 participate in the County medical and dental plans available to members, but not in
2 other County plans not available to members. Coverage of eligible dependents
3 uniformly terminates when coverage of the retiree terminates, except as otherwise
4 required by applicable state or federal law.

5 **C. Choice of Plan**

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

12 **D. Retiree Responsibilities**

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

17 **E. Eligibility for County Payment of One-Half of Premium**

18 The following terms related to benefit payments, service and age
19 requirements shall also apply:

20 **1. Payment at Fifty-Eight (58):**

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

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

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

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

1 **2. Payment at Fifty-Five (55) or Earlier:**

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

14 **F. Eligibility for Medicare**

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

17 **G. Part-Time Pro-Rating**

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

22 **H. Requirement to Continuously Participate**

23 1. In addition to the other requirements of this section, continued
24 medical plan participation or benefit of County contributions is conditioned on the
25 retiree's continuous participation in the member's medical insurance plan from the
26 time of retirement, and upon the retiree's timely payment of the applicable retiree
27 portion (i.e. fifty percent (50%) or one hundred (100%), as applicable) of the monthly
28 premium. Failure to continuously participate or make timely and sufficient payment of
29 the applicable retiree portion of the monthly premium shall terminate the retiree's
30 rights under this section.

1 **2.** A retiree who retires on or after ratification of this Agreement will
2 be allowed to leave County coverage, and then opt back on to a County plan, as a
3 one-time opportunity. To receive this benefit, however, the retiree must demonstrate
4 continuous coverage under a plan that meets the minimum value requirements set
5 forth under the Affordable Care Act (ACA), e.g., an employer-sponsored group
6 medical plan. The retiree must enroll within sixty (60) calendar days of loss of
7 coverage under the non-County group medical plan. The effective date of coverage
8 will be the first day of the month on or after receipt of all enrollment forms.

9 **3.** Payments by retirees of their portion of the monthly premiums
10 under this section shall be timely if the retiree has directed the County's collection
11 agent to invoice or electronically transfer funds (EFT) from their account.

12 **4.** The County shall inform the retiree of the identity and mailing
13 address of the collection agent at the time the retiree signs up for continued post-
14 employment medical insurance coverage, and shall inform the retiree of changes of
15 collection agent not less than forty-five (45) days in advance of the effective date of
16 the change.

17 **I. State and Federal Tax Offset**

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

25 **J. Grandfathering Provision**

26 In lieu of the benefits provided under the preceding subsections of this
27 section, employees hired prior to the signing date of this 1994-98 agreement who
28 retire from Multnomah County employment at age sixty (60) or after, but before they
29 are eligible for Medicare, and who have at least five (5) years of County service, may
30 elect to have the County pay one hundred percent (100%) of the premium for the

1 group medical health plan until such time as the person is eligible for Medicare
2 subject to the limitations of section 2 above.

3 **K. Medical Health Plan**

4 The County shall continue to make available to retirees the group
5 medical health plan benefits that are made available to active employees.

6 **L. Premium Contributions**

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

18 **3. Flexible Spending Accounts**

19 **A. Medical Expenses**

20 To the extent permitted by law, Medical Expense Reimbursement Plan
21 (MERP) accounts, which allow employees to pay for deductibles and unreimbursed
22 medical, dental, and vision expenses with pre-tax wages, will be available according
23 to the terms of the Multnomah County Medical Expense Reimbursement Plan.

24 **B. Dependent Care Expenses**

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

29 **C. Transportation Expenses**

30 To the extent permitted by law, Transportation Assistance Plan (TRP)
31 accounts, which allow employees to pay for transit and parking with pre-tax wages,

1 will be available according to the terms of the Multnomah County Transportation
2 Expense Plan, as may be modified from time to time.

3 **4. Life Insurance**

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

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

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

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

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

21 **6. Long-Term Disability Insurance**

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

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

1 **7. Long-Term Care**

2 Any bargaining unit employee covered by this agreement may participate in a
3 long-term care insurance program developed by the County and the Association
4 consistent with carrier contracts, the monthly premiums to be paid individually
5 through payroll deduction.

ARTICLE 12

WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS

1. Coverage

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

B. If an employee seeks medical treatment for an injury or illness while teleworking outside of Oregon, they may be covered by that state's workers' compensation rules.

C. Washington State teleworkers are covered by the Washington Labor & Industries rules and teleworkers working from other states may have coverage through Multnomah County's Other States Insurance policy, depending on the requirements of the teleworking state.

D. If a teleworking employee in another state seeks medical treatment for an occupational injury or illness, the day the employee seeks medical treatment will be compensated as a fully scheduled work day, if treatment was during that day's scheduled work time.

E. All other state specific workers' compensation requirements including Washington, are handled by the insurance carrier and Oregon workers' compensation benefits do not apply.

2. Seniority

A. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Oregon Workers' Compensation Law shall not interrupt the employee's continued period of employment with reference to accrual of seniority unless the employee's attending physician (as that term is defined under ORS 656.005(12)), the Oregon State Workers' Compensation Department or Board certifies to the County in writing that the employee will be permanently disabled to such an extent that the employee will be unable to return to the County and fully perform the duties of the position the employee occupied at the time of injury. In such an event, the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination. If injured

1 during the initial trial service, the initial trial service period may be extended by written
2 agreement of the Association, employee and County.

3 **B.** If an injured employee has been released by their attending physician
4 to return to the job at injury, they will be reinstated to that position if eligible under the
5 provision of ORS 659A.043 or its successor; provided that such reinstatement shall
6 not violate the seniority rights, as contained elsewhere in this Agreement, of any
7 other employee.

8 **3. Supplemental Benefits**

9 The County shall supplement the amount of Oregon Workers' Compensation
10 benefits received by the employee for temporary disability due to occupational injury,
11 illness or disease by an amount which, coupled with Oregon Workers' Compensation
12 payments, will insure the disabled employee the equivalent of one hundred percent
13 (100%) of the employee's semi-monthly net take-home pay (as calculated in
14 accordance with Oregon Workers' Compensation regulations) subject to the following
15 conditions:

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

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

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

28 **4. Denied Claims**

29 **A.** If an Oregon Workers' Compensation claim is denied, the employee's
30 absence from work due to illness or injury shall, to the extent not compensated as

1 Workers' Compensation time loss, be subject to the provisions of Article 9, Sick
2 Leave.

3 **B.** If an Oregon Workers' Compensation claim which has been denied is
4 later held compensable upon appeal, any leave paid pursuant to Article 12.4.A shall
5 be reimbursed by the employee to the County and the employee's leave account
6 credited with an equivalent number of hours.

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

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

15 1. Reimbursement of any premiums paid to the County for
16 medical/dental benefits, and

17 2. Any supplemental benefits not paid in accordance with "Section
18 IV" of this Article.

19 **5. Borrowing of Sick Leave**

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

22 **6. Benefits**

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

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

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ARTICLE 13
DEFENSE AND INDEMNIFICATION

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

ARTICLE 14
SENIORITY AND LAYOFF

1
2
3
4 **1. Definitions**

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

6 **A. Affected FTE Status**

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

9 **B. Affected Department**

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

13 **C. Affected Work Unit**

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

17 **D. Affected Work Site**

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

20 **E. Available Vacancy**

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

22 **F. Bargaining Unit Seniority**

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

26 **G. Bump**

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

1 **H. Classification Previously Held**

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

4 **I. Equivalent Classifications**

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

8 **J. Equivalent Transfer**

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

11 **K. FTE Status**

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

14 **L. Higher Classification**

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

17 **M. Inactive Layoff Status**

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

21 **N. Layoff**

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

24 **O. Limited Duration Layoff**

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

27 **P. Lower Classification**

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

29 **Q. Regular Status**

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

1 **R. Transfer**

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

4 **S. Work Unit**

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

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

8 **A. General Calculation Rule**

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

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

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

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

19 **B. Special Circumstances**

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

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

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

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

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

31 5. Time on unpaid military leave shall count.

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

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

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

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

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

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

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

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

24 **C. When Seniority Is Forfeited**

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

28 **D. Seniority of Exempt Employees**

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

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

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

4 **F. Seniority List**

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

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

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

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

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

22 **B. Designation of Work Units**

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

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

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

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

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

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

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

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

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

7 **2. Reassignment in the Department**

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

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

27 **3. Reassignment in the County**

28 **a. First:** If an employee is bumped pursuant to Section
29 3.D.2.b. above, the County shall transfer the employee, if eligible, to an available
30 vacancy within the affected classification and FTE status in the County. If more than
31 one employee is reassigned to vacancies at the same time, eligible employees shall

1 be able to select a vacant lateral assignment based on Bargaining Unit Seniority. At
2 the choice of the employee, a full-time employee may choose to fill a part-time
3 position or a part-time employee may choose to fill a full-time position.

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

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

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

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

3 **4. Layoff**

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

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

13 **E. Bumping Eligibility**

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

16 **1. General Rule**

17 An employee is eligible for reassignment or to bump into a
18 vacancy or a position held by another employee pursuant to Section 3.D. above only
19 if more senior than any incumbent bumped and qualified to perform the duties of the
20 position to which the employee is reassigned or into which the employee bumps.
21 Qualifications include, but are not limited to, possession of any special skills, licensed
22 or certification requirements. In addition, except for downward bumping, an employee
23 may bump only into positions in classifications in which the employee previously
24 acquired regular status. Also, an employee may only bump or be reassigned to
25 positions of the same FTE status as the position they held at the time of the action.
26 The employee will serve a trial service period of three (3) months to demonstrate
27 their ability to fulfill the requirements of the position. If an employee is on paid or
28 unpaid leave, or the limited duration summary layoff, the trial service period will be
29 extended by the amount of the leave. At any time during a trial service period, an
30 employee who does not satisfactorily fulfill the requirements of the position the

1 employee shall be reassigned in accordance with the reassignment, bumping, and
2 layoff procedures in Section 3.D. above.

3 **2. Special Skill Eligibility Requirements**

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

14 **3. Exempt Employees**

15 Subject to the limitations of Section 2.D. above and the
16 remaining requirements of this article, an exempt employee who is promoted or
17 transferred to another county position directly from a bargaining unit position may be
18 assigned to or bump into a bargaining unit position. Exempt employees who have
19 never been in the bargaining unit have no bumping rights into bargaining unit
20 positions.

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

23
24 A regular employee who is on a work-out-of-class or limited
25 duration appointment retains their rights under this article in connection with their
26 bargaining unit position.

27 **5. Initial Trial Service**

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

1 **6. Promotional Bumping Prohibited**

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

5 **F. Layoff and Reassignment Notices**

6 **1. General Notice to Association**

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

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

12 Employees reassigned due to a reduction or reorganization of
13 the workforce shall be provided written notification, in person, whenever practicable.
14 The County shall simultaneously send a copy of the layoff notice to the Association
15 and the employee's supervisor. The County shall consult with affected employees
16 concerning their preferences for assignment before reassignment under this Article
17 takes effect. The County will comply with Article 16.4 in the case of schedule
18 changes.

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

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

1 the employee's home address. Such notice must be delivered to the County at least
2 fifteen (15) days prior to the date the County mails the layoff notice.

3 **4. Recall Lists**

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

5 Employees who are subject to layoff will be placed on a recall list for the
6 classification(s) held immediately preceding layoff. Employees will be placed on a
7 recall list only for the FTE status the employee held at the time of layoff, though at the
8 choice of the employee, a full-time employee may choose to fill a part-time position or
9 a part-time employee may choose to fill a full-time position. Employees shall be
10 recalled to available vacancies in the classification and FTE status for which the
11 recall list is established, and to previously held classifications for which the employee
12 was eligible to bump into under Section 3 above, in descending seniority order
13 following the lateral transfer process in Section 7 below. An employee who is passed
14 over because the employee lacks special skills or certifications shall be advised in
15 writing by the department's Human Resources Manager of the qualification(s) the
16 employee lacks that the position requires. Nothing in this paragraph shall preclude
17 the County from offering recall to an employee on the layoff list for an FTE status
18 different than that held by the employee at the time of layoff if there are no remaining
19 employees on the layoff list for that classification and FTE status.

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

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

- 24 1. Written request of the employee;
- 25 2. Election of retirement;
- 26 3. Acceptance of permanent reinstatement from the recall list for
27 which the recall position was established;
- 28 4. The employee's refusal of an offer of permanent reinstatement
29 (except an offer of recall to a position with a different FTE status than that the
30 employee held at the time of layoff); or

1 **5.** Failure to contact the recalling supervisor within fourteen (14)
2 calendar days of delivery of a recall notice or, after such contact, to report to work on
3 a later specified return date.

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

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

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

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

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

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

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

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

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

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

1 **E. Step Increase Date**

2 1. The Step Increase Date of an employee who bumps to a lateral
3 classification shall remain unchanged.

4 2. The Step Increase Date of an employee demoted shall remain
5 unchanged.

6 3. The Step Increase Date of an employee recalled from inactive
7 layoff status shall be adjusted so that the amount of time remaining before the
8 employee's next Step Increase Date is the same as it was at the time of placement
9 on inactive layoff. Upon recall to a higher classification, the employee's Step Increase
10 Date shall remain unchanged.

11 **F. Vacation**

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

15 **G. Sick Leave**

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

20 **H. Insurance**

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

23 **6. Special Provisions for Student Health Center Operations**

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

28 **B.** Bargaining unit members who do not have work available in their ten
29 (10) month Student Health Center site or who choose not to work outside of their
30 Student Health Center site, will be laid off during school closure for the summer.

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

7 Student Health Center Administration will announce at the beginning of the
8 school year which days school will be closed based on the school districts' calendars.
9 When practical, and in order to maximize time with patients and minimize the loss of
10 income or vacation of program staff, Student Health Center Administration will
11 endeavor to use some of these days for planning and in-service days with staff.

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

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

17 **D. Limitation on Bumping and Recall from School Based Student**
18 **Health**

19 Notwithstanding any other provision of this agreement, bumping by or
20 recall of bargaining unit members who, for administrative purposes, are inside the
21 County's Student Health Center program shall be limited to positions inside the
22 Student Health Center program if the County declares in writing at the time layoff
23 notice is given to the affected employee that the layoff is of limited duration due to
24 summer school closure.

25 **E. Administrative Purposes Defined**

26 For purposes of this section, "administrative purposes" means that the
27 employee ordinarily files their payroll time sheet with the Student Health Center
28 program.

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

3 When implementing limited duration layoff or recall from such layoff the
4 County may deviate from the normal order of seniority layoff or recall otherwise
5 required by the parties' collective bargaining agreement. Such deviation shall not be
6 for a period exceeding twenty-one (21) calendar days. A more senior employee who
7 would have been retained or recalled but for the departure from normal seniority
8 order of layoff or recall may use vacation or leave without pay for the period between
9 the date the employee would have bumped or been recalled under normal
10 procedures and the effective date of the general Student Health Center summer
11 layoff or recall as determined by the Student Health Center Manager. In addition,
12 such employees will accrue seniority and be eligible for medical and dental insurance
13 coverage as though they were laid off or recalled in accordance with normal layoff or
14 recall procedures.

15 **G. Initial Trial Service Employees**

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

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

22 1. Bargaining unit members in Student Health Centers who perform
23 bargaining unit work for the County while on limited duration layoff during summer
24 school closure shall be paid at the same wage step they held when the limited
25 duration layoff took effect.

26 2. They shall also be employed pursuant to the terms and
27 conditions of the collective bargaining agreement and receive all
28 benefits/entitlements specified in the collective bargaining agreement as they do
29 during the regular school year with the exception of Section 3.G. of this Article and
30 Article 11 Health and Welfare Benefits (see Section 6.L. of this Article for health and
31 welfare benefits coverage).

1 3. Employees on limited duration layoff who are working are not
2 eligible for lead pay unless working in a lead assignment in Student Health Centers.

3 4. Employees who work a shift(s) during the limited duration
4 summer layoff, but do not work their full regular schedule, are not eligible for one and
5 one-half times (1½) times their normal hourly rate of pay for having worked on their
6 first day or rest, or two (2) times their normal hourly rate of pay for having worked on
7 their second, third, etc. day of rest.

8 5. An employee may refuse to accept work that is offered, with the
9 understanding that such refusal may affect eligibility for unemployment
10 compensation.

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

12 Notwithstanding any other provision of this agreement, an employee
13 subject to limited duration layoff in a Student Health Center may request payoff of
14 some or all of the employee's accumulated vacation. Such a request shall be made in
15 writing to the Student Center Manager, the Department's Human Resources
16 Manager and Payroll Manager of the Department of County Management within three
17 (3) days after the employee receives notice of limited duration layoff. Payout of some
18 or all of the employee's accrued vacation shall be made on the employee's regular,
19 bi-monthly paycheck received on June 30, and is subject to required/authorized tax
20 withholdings and deductions. In the absence of such notice, vacation will be carried
21 on the books over the summer unless the employee is subsequently terminated or
22 resigns. In such a case, normal provisions relating to vacation payoff shall apply.

23 Unpaid wages due to Student Health Center employees when the
24 limited duration summer layoff begins shall be made in the ordinary course in the
25 employee's bi-monthly paycheck, and is subject to the required/authorized tax
26 withholdings and deductions, as allowed under OAR 839-001-0420 (6). (For
27 example, Student Health Center employees that begin the limited duration summer
28 layoff on or before June 15th, will have the hours that they worked between June 1st
29 and June 15th paid on the June 30th paycheck.)

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

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

13 **K. Alternative Benefits**

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

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

23 The County agrees to continue the medical/vision and dental benefits,
24 without lapse in coverage, for Student Health Center employees who are subject to
25 school-break limited duration summer layoff. The employee's cost share for
26 medical/vision and dental benefits that accrue while they are on a limited duration
27 summer layoff will be collected from the employee's pay upon their resumption of
28 work following limited duration layoff. The County payroll will deduct up to ten (10%)
29 of gross wages per pay period, until paid in full.

30 **M.** The County agrees to apply for the "teacher's waiver" so that
31 employees laid off as the result of limited duration layoff who are rehired within ninety

- 1 (90) days will be reinstated with supplemental life and short-term disability insurance
- 2 that was in force at the time of layoff.

ARTICLE 15
FILLING OF VACANCIES

1. Posting

The County shall post all vacancies, new positions and positions that experience an FTE status change 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. If the County determines that it will fill the vacant position, the County will initiate the process to post the position within five (5) working days of a nurse's written notice of resignation. 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.

2. Varying Full Time Equivalencies (FTEs)

The County may in its discretion create positions that range from 0.5-0.9 FTE to meet operational needs and to improve nurse recruitment and retention. The Nurse Employment Relations Committee (NERC) may provide input on when to create such positions.

3. Non-Regular Employees Applying for Internal Recruitments

On-call, temporary, and newly hired limited duration appointment (LDA) employees will be eligible to apply during the internal posting time period for regular positions if the conditions described in Multnomah County Personnel Rule 5-20-011A are met.

4. Considerations in Selection Process

The County will fill all vacancies, new positions and positions that experience an FTE status change 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.

1 The determination of an applicant's qualifications shall not be arbitrary or capricious.
2 The County will make best efforts to include at least one (1) ONA-represented worker
3 in an appropriate step of the interview process for any Nursing Supervisor, and the
4 County will seriously consider their feedback in making the final hiring decision.

5 **5. Minimum Time Served in a Position**

6 Employees will serve a minimum of six (6) months in a position, including
7 initial trial service employees, prior to being considered eligible for a transfer into
8 another position.

9 **6. Trial Service Period**

10 A trial service period applies when a regular employee begins a new work
11 assignment, including lateral transfers, equivalent transfers, and demotions. The
12 employee will serve a trial service period of three (3) months to demonstrate their
13 ability to fulfill their requirements of the assignment as described in Article 2 -
14 Definitions, Section 13.

15 **7. Temporary FTE Status Changes**

16 **A. Temporary FTE Status Changes - Increases**

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

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

24 2. Interested employees in the program/clinic at the work location,
25 who have the availability to increase their FTE without exceeding 1.00 FTE, may be
26 considered for the FTE change.

27 3. This only applies to employees who experience an FTE status
28 change when their FTE increases. For example, an employee's FTE status changes
29 from part-time to full-time with the added FTE.

30 4. Selection will be in accordance with the provisions of Section
31 1.B. above.

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

4 **B. Temporary FTE Status Changes - Decreases**

5 An employee may request to temporarily reduce their FTE in writing,
6 resulting in an FTE status change. The request for reduction is subject to
7 management approval and will be based on business needs (which may include
8 employee retention and impact on staffing). Arrangements will be reviewed and
9 approved on a case-by-case basis and will not exceed six (6) months in duration.

10 The grant or the denial of an employee's request for an FTE reduction is subject to
11 the grievance procedure through Step II but will not progress to Step III or beyond.

12 **8. Backfilling Long-Term Leaves**

13 If a bargaining unit employee is expected to be on leave for ninety (90) days or
14 greater, the County will make an effort to temporarily replace the employee. Such
15 efforts may include posting a temporary position, offering more hours to on-call/part-
16 time employees, and/or offering additional hours, which could be overtime, to other
17 employees. These hours will be offered equitably in a cost-efficient manner.

ARTICLE 16
HOURS OF WORK

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

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

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

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

11 **D.** A nine-eighty's (9-80s) schedule is defined as seven (7) consecutive
12 calendar days beginning four (4) hours after the employee's start time on Monday
13 and ending four (4) hours after the employee's start time on the following Monday, or
14 beginning four (4) hours after the employee's start time on Friday and ending four (4)
15 hours after the employee's start time on the following Friday. Employees working a
16 nine-eighty's (9-80s) schedule shall work four (4) nine (9) hour days and one eight (8)
17 hour day in one (1) week excluding the meal period and four (4) nine (9) hour days in
18 the next week excluding the meal period.

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

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

28 **2. Work Week**

29 In no case shall the work week be for more than forty (40) hours excluding the
30 meal period. It is understood by the parties that certain programmatic objectives may
31 require the County to make specific changes in the work week. The days of the work

1 week for full-time employees, other than employees hired on or after June 3, 1999
2 who are on a four (4) day a week, full-time schedule, shall be consecutive unless
3 arrangements for a split work week are requested by the employee and approved by
4 the appointing authority. Employees hired on or after June 3, 1999 who are working a
5 four (4) day a week, full-time schedule may have a work week of non-consecutive
6 work days and days of rest so long as at least two (2) of the days off are consecutive.

7 **3. Meal and Rest Periods**

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

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

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

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

27 **E.** The County, the Association and employees have a mutual interest in
28 employees taking their meal and rest breaks. The parties agree that providing breaks
29 shall be the County's responsibility and taking breaks when scheduled or directed
30 shall be the employee's responsibility. An employee shall immediately notify their

1 supervisor or the supervisor's assigned designee if the employee believes they will
2 be unable to take their scheduled/directed breaks or meal period.

3 **4. Work Schedules**

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

- 8 **A.** Such notice is voluntarily waived in writing by the employee(s); or
- 9 **B.** For the duration of an emergency.

10 The County will use its best efforts to ensure that any involuntary schedule
11 changes are shared equitably by the employees within the site or program.

12 **5. Shift Trading**

13 Shift trading within Departments defined as trading time, hour for hour, shall
14 be allowed provided that:

- 15 **A.** Exchanges do not conflict with a department's operational
16 needs;
- 17 **B.** Exchanges do not require involuntary scheduling changes on the
18 part of other employees; and
- 19 **C.** Exchanges do not make the County liable for overtime under the
20 Fair Labor Standards Act (FLSA) and/or overtime or double time under Article 18,
21 Section 4.

22 Departments will develop procedures for requesting, approving, and tracking
23 shift trades, subject to approval of the County's Chief Human Resources Officer.

24 **6. Weekend Provisions in 24-Hour Facilities**

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

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

13 **7. Uniform Time Charging Provisions**

14 **A. Rounding Rule**

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

- 18 1. 0 - 7 minutes rounds to 0 hours
- 19 2. 8 - 15 minutes rounds to 1/4 hour

20 **B. Applications**

21 1. Lateness

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

25 2. Working Over

26 An employee who works over less than eight (8) minutes shall
27 not be compensated. An employee who works eight (8) to fifteen (15) minutes over
28 shall be compensated one quarter (1/4) of an hour at the appropriate rate of pay in
29 accordance with Article 18, Wages.

1 **3. Leaves**

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

4 **4. Management and Employee Rights**

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

9 **8.** By agreement of the County and Association, shifts of longer than ten (10)
10 hours may be adopted. Such alternative schedules may include mutually agreed
11 upon exceptions to this agreement or alternative understandings made pursuant to
12 Article 26 (2) for affected Nurses. Nothing herein shall interfere with operation of
13 Article 16, Section 1, Subsection (E). This section is inapplicable to twelve (12) hour
14 shifts worked pursuant to section 1, subsection e of this article. However, work
15 schedules containing overtime-exempt twelve (12) hour shifts may be implemented
16 by mutual agreement between the supervisor and affected employee, subject to the
17 approval of the Association President and affected department's Human Resources
18 Manager.

19 **9. Inclement Weather, Natural Disasters, and Essential Operations**

20 **A. General**

21 **1.** All employees are expected to make every effort to attend work
22 at their regularly assigned worksite and serve the public during inclement weather,
23 natural disaster, or community emergency unless released from reporting by their
24 supervisor or other authorized management representative. During such an event,
25 employees will be expected to consider weather or other conditions when planning
26 their commutes to and from work, and the County will consider weather or other
27 conditions before issuing discipline to an employee who is tardy or misses work.

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

1 **3.** The County reserves the right to maintain and revise policy
2 regarding inclement weather, a natural disaster, or community emergency, as relates
3 to facility closure and operations curtailment, attendance at work, and reassignment
4 of staff to other temporary work locations. The County will notify ONA prior to
5 implementing any policy change(s). Upon request, the County will meet and confer
6 with the ONA in a timely manner to review the change(s). The County further
7 reserves the right to determine whether or not a specific event qualifies under the
8 terms of such policy.

9 **4.** The County will, whenever possible, reassign any employee to
10 work from home with the necessary computer equipment to perform assigned duties
11 until such time as the facility or operation reopens or the employee is reassigned to
12 another work location. If an employee is not able to be reassigned to perform work
13 from home, they shall be compensated for regularly scheduled work hours.

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

15 **1. Operationally Essential Employees**

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

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

27 **c.** Essential employees will be entitled to Inclement Weather
28 Essential Assignment Compensation in accordance with the provisions in Article 18,
29 Section 24.

1 2. **Employees Not Designated Operationally Essential (“Non-**
2 **Essential”)**

3 a. An employee who is directed by an appropriately
4 authorized management representative to not report for work due to facility or
5 operations delayed opening, early closure, or full curtailment shall be compensated
6 for regularly scheduled hours until such time as the facility or operation reopens or
7 the employee is reassigned to another work location.

8 b. An employee who is regularly scheduled to telework or
9 otherwise work remotely is still expected to do so unless released from working by
10 their supervisor.

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

13 i. An employee leaves early due to impending
14 inclement weather, and the County subsequently closes or curtails that employee’s
15 facility or program during the balance of their shift; or

16 ii. The school district in which an employee lives
17 closes operations, then the employee takes vacation, compensatory time, or saved
18 holiday leave, and then the County subsequently closes or curtails that employee’s
19 facility or program during the balance of their shift.

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

22 d. If an employee’s site and operations are open, and the
23 employee is unable to report to work due to the weather conditions, the employee
24 must use unpaid leave, compensatory time off, personal or saved holiday, or
25 vacation, or may request an ad hoc flex of their schedule from their supervisor.

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

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

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

4 2. Falls during a time sensitive critical function in the public interest
5 (i.e. filling prescriptions, Communicable Disease Nurses and Tuberculosis Case
6 Managers responding to outbreaks and/or active cases; Nurse Practitioners patient
7 care and/or entering electronic records, etc.).

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

9 In the event of a natural disaster or community emergency event
10 requiring non-routine emergency operations and support, the County may designate
11 positions and/or classifications as indispensable to the County's response operations
12 and those employees shall be required to report for duty. In such a circumstance,
13 provisions concerning notice, posting and changes to work schedules are
14 suspended. The County will allow an employee to take time off if required to
15 evacuate their home due to an evacuation order of level 2 (SET) or level 3 (GO). In
16 such event, the employee can access accrued sick leave, vacation time,
17 compensatory time, or saved holiday time for the duration of the absence.

18 **10. Job Share**

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

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

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

ARTICLE 17

SAME-DAY REASSIGNMENT

1
2
3
4 **1. Same-Day Reassignment Definition**

5 Same-Day Reassignment is when an employee, who is not in a permanent
6 float position, is temporarily required to work their assigned hours at an alternate
7 work site other than their regular work site, but within the same program or division.
8 Same-Day Reassignment will only be used to meet minimal operational
9 requirements. ICS nurses will not be subject to Same-Day Reassignment if doing so
10 would cause their regular work site to fall below minimal operational requirements.

11 **2. Same-Day Reassignment Procedure**

12 **A. Geographic Regions**

13 The County will establish such regions in order to minimize the travel
14 time between employees' regular work locations and the locations to which they may
15 be required to accept a Same-Day Reassignment. The County will reassign
16 employees within the same geographic region whenever possible. The County will
17 keep the Nurse Employment Relations Committee (NERC) informed with regard to
18 such regions as they exist and are changed, and will take comments and suggestions
19 from the NERC on any proposed changes.

20 **B. Reporting Location, Time and Mileage Reimbursement**

21 Generally, employees who are given Same-Day Reassignment will first
22 report to their regular work site then travel to the alternative work site, and return to
23 their regular work site when released from the alternative work site, and the time
24 travelling to and from the alternative work site will be included in the employee's
25 regular work hours. However, if the employee can be notified in advance of the
26 reassignment and requests to report directly to the alternative work site, they will be
27 paid for their full shift as long as their arrival time is no later than thirty (30) minutes
28 after the start time and their departure time is no earlier than 30 minutes prior to their
29 end time. If the commute mileage is greater than the employee's commute mileage to
30 the regular work site, they will be compensated the mileage difference. Employees
31 reassignment will be entitled to mileage reimbursement in an amount reflecting the

1 distance between the employee's regular work site and the work site to which they
2 are reassigned, pursuant to Article 17, Section 7(A) of this Agreement.

3 **C. Orientation**

4 Employees will receive or have been previously given information
5 needed to work at the location to which they are reassigned, including the layout of
6 the location, codes and passwords necessary to do their work, and the location of
7 supplies. Employees will receive orientation appropriate to the location and their
8 assignment, taking into account the employee's previous experience and familiarity
9 with that location. If during the reassignment the employee is asked to perform a
10 task or procedure that the employee does not feel qualified or trained to perform, the
11 employee should immediately ask a supervisor who will assign the employee a
12 different task or procedure consistent with the employee's skills and competencies.

13 **D. Rotation**

14 When feasible, before reassigning an employee, the County will seek
15 volunteers; otherwise, employees will generally be reassigned out of their regular
16 work location on a rotational basis, starting in reverse seniority order (least senior to
17 most senior), unless the County determines that the skill mix of either work location
18 or patient needs warrant an exception from the rotation. If an employee volunteers
19 for the reassignment, that will count as that employee's turn in the rotation.

ARTICLE 18

WAGES

1
2
3
4 **1. Wages**

5 **A. July 1, 2022**

6 1. Effective July 1, 2022, employees shall be compensated in
7 accordance with the wage schedule attached to this Agreement as Addendum A,
8 which by this reference is incorporated herein. Said schedule reflects a five percent
9 (5%) increase over the wage rates in effect as of June 30, 2022.

10 2. Effective July 1, 2022, the Community Health Nurses (CHNs) will
11 also receive a market adjustment of four percent (4.0%).

12 3. Effective July 1, 2022, the Nurse Practitioners (NPs) and
13 Physician Assistants (PAs) will also receive a market adjustment of two-point fifty-
14 three percent (2.53%).

15 4. Effective upon ratification of this contract, Licensed Practical
16 Nurses (LPNs) covered by this agreement as of ratification will receive a one-time
17 payment of one percent (1.0%) of base wages, prorated by FTE.

18 5. Additionally, effective upon ratification of this contract,
19 employees covered by this agreement as of ratification will receive a one-time
20 payment of two percent (2.0%) of base wages, but not less than \$2,500, prorated by
21 FTE. This one-time payment is to address current job market conditions and
22 employee retention.

23 **B. July 1, 2023**

24 1. Effective July 1, 2023, the rates and ranges of employees
25 covered by this Agreement shall be increased by five percent (5%).

26 2. Additionally, on July 1, 2023, employees covered by this
27 agreement, will receive a one-time payment of one percent (1.0%) of base wages,
28 but not less than two thousand dollars (\$2,000), prorated by FTE (as of July 1, 2023).
29 This one-time payment is to address current job market conditions and employee
30 retention.

1 **C. July 1, 2024**

2 Effective July 1, 2024, the rates and ranges of employees covered by
3 this Agreement shall be increased by the percentage increase in the West-Size A
4 Consumer Price Index for Urban Wage Earners and Clerical Workers Index for the
5 second half 2022 to the second half 2023. The minimum percentage increase shall
6 be no less than one percent (1%) and the maximum percentage increase no more
7 than four percent (4%).

8 **D. Market Adjustments**

9 Effective July 1, 2024, the pay rates by classification will be adjusted if
10 the County rates fall below market average by one-and-one half percent (1.5%) or
11 more Market average is defined as:

12 **1.** Comparables are: Clackamas County (Employee Association
13 Bargaining Unit pay rates), Washington County, King County, OHSU, Portland VA
14 Hospital, and Virginia Garcia.

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

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

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

25 **5. Step Placement**

26 Employees shall be placed on the new pay scale at a step that
27 matches their pay on June 30th unless an employee's anniversary date falls on July
28 1st, in which case they shall be eligible for a step increase on July 1st, otherwise
29 employees will be eligible for a step increase on their anniversary date. Health
30 Department employees shall not be maintained on a step that is lower than where

1 they would be placed as an incoming New Hire under the Health Department Criteria
2 for Hiring. In no event will employees be paid less than step 1.

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

6 **6.** Comparable pay rates shall be pay rates effective January 1,
7 2024 of the market review year, taking into consideration delayed implementation
8 subject to finalized wage rates which are subject to such actions as contract
9 negotiations/finalized salary studies. Multnomah County pay rate for purposes of
10 comparison shall include appropriate July 1, 2024 CPI adjustment.

11 **Example:** January 1, 2024, the County shall by classification
12 (LPN, CHN and NP) collect January 1, 2024 wage data from the comparables. Once
13 the County has compiled finalized January 1, 2024 wage rates and it is found that the
14 CHN wage July 1, 2024 wage rate is below the midpoint of comparables by one- and
15 one-half percent (1.5%) or more the County CHN classification effective July 1, 2024
16 shall have a step adjustment as outlined in Section 1.D.5. above.

17 **2. Shift Differential**

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

20 **A.** Upon ratification of this agreement by the parties, an hourly premium of
21 two dollars and fifty cents (\$2.50) for all hours worked on shifts beginning between
22 the hours of twelve (12:00) noon and six-fifty-nine (6:59) p.m.; or

23 **B.** An hourly premium of five dollars and fifty cents (\$5.50) for all hours
24 worked on shifts beginning between the hours of seven (7:00) p.m. and five-fifty-nine
25 (5:59) a.m.

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

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

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

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

12 **4. Overtime**

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

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

- 26 **1.** In excess of eight (8) hours in any work day for a five- (5-)
27 day-a-week employee;
- 28 **2.** In excess of ten (10) hours in any work day for a four- (4-)
29 day-a-week employee;
- 30 **3.** In excess of forty (40) hours in any work week.

1 **4.** In excess of twelve (12) hours in any work day for employees
2 working twelve (12) hour shifts pursuant to an agreement conforming with Article 16,
3 Section 8.

4 The management of each unit shall develop a standard process for the
5 assignment of all overtime, both mandatory and voluntary. Each unit shall make
6 available its process for the assignment of overtime in the unit.

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

10 **C. Mandatory Overtime**

11 Employees may sign up or volunteer for overtime shifts offered by the
12 work unit. It is the desire of the parties that employees have at least twelve (12) hours
13 of rest between shifts, but when mandatory overtime shifts become necessary the
14 four (4) hours of mandated work beyond the twelve (12) hours are paid at two times
15 their rate of pay. A standard procedure is followed before mandatory shifts are
16 instituted. The County will provide at least three (3) hours advance notice before
17 mandating overtime shifts, when the staffing need is known more than three (3) hours
18 in advance. If the County identifies available alternative coverage, the employee
19 initially mandated shall have the option of either working or declining the overtime
20 shift. The employee's position on the Mandated Overtime List shall only change if
21 they elect to work the mandated overtime shift.

22 **D.** If the employer and employee voluntarily agree in advance that the
23 employee will work longer hours one (1) day and offset them on an hour for hour
24 basis by shorter hours on a work day in the same work week as provided by Article
25 16, Section 1, Subsection D above, no time worked on the longer work day is
26 deemed overtime for pay purposes. If such agreement is not made and implemented,
27 regular overtime rules under Article 18, Section 4, Subsection A. above apply.

28 **E. Compensatory Time**

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

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

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

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

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

17 **A. Stand-by**

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

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

29 3. Employees (except NPs and PAs taking After Hours/On-Call
30 Service in Corrections Health) on stand-by duty who take a phone call at home shall
31 be paid at their regular rate of pay in fifteen (15) minutes increments. If a person

1 giving advice by phone talks for ten (10) minutes the employee shall be paid for
2 fifteen (15) minutes. If a person giving advice by phone talks for twenty-five (25)
3 minutes the employee shall be paid for thirty (30) minutes, etc. Multiple calls less
4 than fifteen (15) minutes between the end of the 1st and beginning of the 2nd (or
5 more) calls will be considered one (1) call.

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

10 **B. Call-Back**

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

15 **6. Corrections Health After Hours/On-Call Service Compensation**

16 **A.** NPs and PAs in Corrections Health may be assigned After-Hours/On
17 Call service calls on a rotating basis.

18 **B.** For NPs and PAs in Corrections Health and other non-Corrections
19 Health NPs and PAs who opt to take After-Hours/On-Call Service calls, texts, and/or
20 chats shall be on Stand-by duty and compensated an amount equal to three (3)
21 hours of pay for each Monday through Friday "on-call" shift and four (4) hours of pay
22 for each weekend "on-call" shift for a total of twenty-three (23) hours of pay for seven
23 (7) days of After Hours On-Call Service. After-Hours/On-Call service on a holiday
24 shall be treated as a weekend day for purposes of compensation.

25 **C.** NPs and PAs who take more than three (3) hours of Corrections Health
26 After Hours/On-Call Service calls, texts, and/or chats for each Monday through Friday
27 "on-call" shift and more than four (4) hours of Corrections Health After Hours/On-Call
28 Service calls, texts, and/or chats for each weekend "on-call" shift shall be paid at their
29 regular rate of pay in fifteen (15) minutes increments. If a person giving advice by
30 phone talks, texts, and/or chats for ten (10) minutes the employee shall be paid for
31 fifteen (15) minutes. If a person giving advice by phone talks, texts, and/or chats for

1 twenty-five (25) minutes the employee shall be paid for thirty (30) minutes, etc.
2 Multiple calls, texts, and/or chats less than fifteen (15) minutes between the end of
3 the 1st and beginning of the 2nd (or more) calls, texts, and/or chats will be
4 considered one (1) call, text, and/or chat.

5 **7. Reporting Pay**

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

9 **8. Reimbursement for Required Use of Personal Automobile**

10 **A.** Employees who are required to use their vehicle, as determined by the
11 County, shall be reimbursed at the rate approved by the IRS for non-taxable
12 reimbursement per mile. Employees shall be assigned a regular reporting site, and if
13 required by the County to report for work at an alternate work site, the employee shall
14 be entitled to mileage reimbursement, the difference in mileage to and from their
15 regular work site and the alternate work site, if reporting directly from home to the
16 alternate work site is a further distance.

17 **B.** To qualify for the one hundred dollars (\$100.00) for full-time employees'
18 and seventy dollars (\$70.00) for part-time employees' mileage base reimbursement,
19 employees must be required by the County, as a condition of their current job
20 assignment, to have a vehicle available daily. They must routinely report to more than
21 one (1) site in a day and/or be required to make field visits. The one hundred dollars
22 (\$100.00) for full-time employees and seventy dollars (\$70.00) for part-time
23 employees, per month base reimbursement shall be for vehicle maintenance and
24 insurance allowance.

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

29 **9. Parking**

30 **A.** For those employees required to use their vehicle, determined by the
31 County, as a condition of employment and whose permanent reporting station is the

1 downtown core area (Defined as Lovejoy N, Market S, Naito Parkway E, Hwy 405
2 W), parking shall be provided for each employee by the County within a reasonable
3 distance of that location. In addition, the County agrees to meet with the Building
4 Security Sergeant and the Association to coordinate means whereby a nurse
5 assigned to a downtown jail facility during night operation may, upon request, be
6 escorted to the nurse's parking place.

7 **B.** Employees entitled to but unable to find parking as provided for in item
8 "A" above shall be reimbursed for any parking fees incurred in the course of
9 business. In addition, the following shall apply to an employee who is not required to
10 use their personal automobile as a condition of employment. If such employee is
11 authorized to use the employee's personal automobile on County business, the
12 employee will be reimbursed for parking fees necessary on such business. However,
13 no reimbursement will be made if, in light of the nature of the business, the
14 employee's schedule, and any equipment that the employee must carry to the
15 business site, the employee could have reasonably parked at any County lot
16 designated by the Department for such use. The employee's immediate supervisor
17 shall determine whether to authorize such ad hoc use of personal automobiles. Such
18 authorization shall only be valid if received by the employee in writing in advance of
19 the trip. A copy of such authorization shall be submitted with the employee's parking
20 reimbursement request. Supervisors shall make every effort to facilitate the use of
21 less congestive alternative transportation, insofar as practical, before authorizing
22 such ad hoc use. The County agrees to establish a procedure in cooperation with
23 ONA for reimbursement of such fees. Early Childhood Services (ECS) employees
24 who are regularly assigned to the Southwest/Northwest area of the City with metered
25 streets, shall be compensated an additional ten dollars (\$10.00) per month above the
26 regular mileage reimbursement base.

27 **10. Transit Subsidy**

28 **A. Statement of Purpose**

29 1. For the purpose of encouraging employees to use mass transit
30 as part of the County's ride reduction program under the Oregon Department of
31 Environmental Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well

1 as part of the County's commitment to limiting traffic congestion and promoting clean
2 air, each employee shall be eligible to receive a bus pass entirely subsidized by the
3 County for the employee's personal use while employed by the County. Employees
4 shall return the bus pass to the County upon termination of County employment.
5 Failure to do so may result in further action by the County and may be noted in the
6 employee's personnel file.

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

10 **B. Scope of Subsidy**

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

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

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

21 **C. Procedural Requirements**

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

26 **11. Pay Upon Promotion**

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

1 **12. Pay Upon Entry**

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

9 **13. Nurse Practitioner Certification**

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

13 **14. Lead Assignments**

14 **A. Definition**

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

19 **B. Compensation**

20 When a nurse is assigned by an appropriate supervisor and performs
21 Lead Nurse duties, the nurse will receive a differential of six and one-half percent
22 (6.5%) of the nurse's assigned rate beginning from the first day of such assignment.

23 **15. Retirement**

24 **A. PERS/OPSRP Membership**

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

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

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

5 **C. PERS Pick-up**

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

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

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

27 **16. Corrections Nursing Premium**

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

1 **17. Psychiatric Mental Health Nurse Practitioners (PMHNPs) Specialty**
2 **Premium**

3 All regular, on-call, and temporary NPs and PAs working as Psychiatric Mental
4 Health Nurse Practitioners (PMHNPs) will receive a ten percent (10%) additional
5 premium.

6 **18. Weekend Differential**

7 Bargaining unit members will receive a three dollar and fifty cents (\$3.50) per
8 hour weekend differential for each such hour worked on Friday from 9:30 p.m. until
9 midnight, on Saturday, or on Sunday before 9:30 p.m.

10 **19. Overpayments and Payments in Violation of Contract**

11 Any employee receiving unauthorized payments, and who knew or reasonably
12 should have known that the payment was in error, has the obligation to call such
13 error to the attention of the employee's supervisor.

14 As soon as the overpayment is known the County will make every effort to
15 recover such overpayments, by payroll deduction. If the overpayment was through
16 no fault to the employee and the employee did not and could not have reasonably
17 known that the error occurred, the employee will only be liable for the overpayment
18 for a period of one hundred eighty (180) days preceding the date of discovery of the
19 error pursuant to the County's Personnel Rule 3-12-060. There will be consultation
20 with the employee on how the repayments are made. If the employee does not
21 agree with the repayment plan or the validity of the overpayment, a grievance can be
22 filed.

23 Where an error occurs, which results in a negative impact on the employee,
24 upon notification by the employee, and verification by the County Payroll Division,
25 payment in correction of the error shall be made in the employee's paycheck for the
26 current pay period.

27 **20. Longevity Pay**

28 **A.** Employees who have five (5) years of service in positions covered by
29 the ONA bargaining unit shall receive a longevity pay increase one and a half percent
30 (1.5%) above the base step rate the employee would otherwise receive.

1 **B.** Employees who have ten (10) years of service in positions covered by
2 the ONA bargaining unit shall receive a longevity pay increase two percent (2.0%)
3 above the base step rate the employee would otherwise receive.

4 **C.** Employees who have twenty (20) years of service in positions covered
5 by the ONA bargaining unit shall receive a longevity pay increase two and one-half
6 percent (2.5%) above the base step rate the employee would otherwise receive.

7 **D.** Longevity pay shall be deemed part of the employee's regular base pay
8 rate.

9 **21. Bilingual Pay and Culturally-Specific Knowledge, Skills, and Abilities**
10 **(KSA) Positions Compensation**

11 **A.** A differential of four percent (4%) over base rate will be paid to
12 employees in positions which specifically require, and who have been directed to
13 translate to and from English to another language (including the use of sign
14 language). Direction to translate may come in the form of:

15 1. A language KSA has been assigned for the position.

16 2. An employee has received direction from management to
17 translate on a routine basis.

18 3. Because of their assigned duties, an employee is routinely
19 translating in the course of their employment with the County.

20 In all the above circumstances, bilingual pay premium shall be paid on
21 all hours worked.

22 **B.** Bilingual pay will be paid on an ad hoc basis where an employee is
23 translating but not on a routine basis. In such cases the premium will be paid on all
24 hours worked conducting translation.

25 **C.** The proficiency level for interpretation and translation skills will be
26 assigned by management and contained in an employee's individual position
27 description.

28 **D.** A differential of four percent (4%) over base rate will be paid to
29 employees in positions that have an additional Culturally-Specific Knowledge, Skills,
30 and Abilities (KSA) minimum qualification attached to them. An employee may not
31 simultaneously receive bilingual pay and culturally-specific KSA premiums (e.g.,

1 premiums for a Vietnamese Culturally-Specific KSA and Bilingual pay for speaking
2 Vietnamese).

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

4 A preceptor differential shall be paid to eligible preceptors in the amount of
5 \$2.00 per hour for each hour worked as a preceptor. An eligible preceptor shall be
6 defined as a Health Department bargaining unit member who has been assigned by
7 their manager to act as a preceptor. Managers may condition assignment as a
8 preceptor on the employee's completion of a health preceptor education program.
9 Preceptor differential is paid to employees assigned to precept new employees,
10 current employees changing service area, agency workers, and students.

11 **23. Deferred Compensation Plan**

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

19 **24. Operationally Essential Assignment Compensation**

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

30 **B.** An employee who terminates employment or transfers out of an
31 Operationally Essential Assignment after October 16th, but before January 1st of the

1 same fiscal year, shall have one (1) saved holiday deducted from their accrued leave;
2 if the employee has already used both saved holidays, they will have one (1) vacation
3 day deducted from their accrued leave or will have a negative balance.

4 **C.** An employee that is not designated as operationally essential, but who is
5 directed to report to work under Article 16, Section 9.C. shall be paid an hourly
6 premium of twenty percent (20%) of base pay for all hours worked during a County
7 closure or curtailment.

8 **25. Same-Day Reassignment Differential**

9 Nurses who are assigned to an alternative work site (pursuant to Section 7 of
10 this Article 17 and/or to Article 16 (Same-Day Reassignment)) will receive a three
11 dollar and seventy-five cents (\$3.75) per hour differential for each such hour worked,
12 whether they volunteered or not,

13 **26. Repayment of Relocation Reimbursement**

14 Nurse Practitioners (NPs) and Physician Assistants (PAs) who have been
15 provided with a Qualified Moving Expense (QME) Reimbursement described in
16 Multnomah County Administrative Procedure FIN-17 or its successor, must repay the
17 disbursed reimbursement to the County if the NP or PA voluntarily terminates County
18 employment prior to the passage of one (1) full year. Exceptions to the one (1) year
19 requirement may be made upon mutual agreement between the Association and the
20 County based on hardship or emergency circumstances. NPs and PAs receiving a
21 (QME) Reimbursement shall be informed of these requirements prior to the
22 disbursement in writing; if the NP or PA was not notified of these requirements, the
23 County may not recoup the QME Reimbursement.

ARTICLE 19

PERFORMANCE EVALUATION

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1. All bargaining unit members shall receive a performance evaluation on an annual basis. Clinical nursing reviews, including direct clinical observation, chart reviews and all other clinical practice shall be performed by an appropriate licensed nursing personnel.
2. Evaluations for nurse practitioners and physician assistants shall include input from appropriate providers that share a similar clinical practice. Appropriate licensed nursing personnel shall be present.
3. Evaluations, including observations conducted for the purpose of nursing practice evaluations, for Licensed Community Practical Nurse and Community Health Nurse shall be conducted by appropriate licensed nursing personnel.
4. Bargaining unit employees may use the comment section(s) on the performance evaluation to provide feedback on how management supports their goals.

ARTICLE 20

PROFESSIONAL STAFF DEVELOPMENT

1. Continuing Education (Upon Completion of Initial Trial Service 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 employee's 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 a .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.

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

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

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

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

15 **c.** Employees attending conferences on days they do not
16 normally work may take leave from their regularly scheduled days that same week
17 (flex time). Any such flex time must be taken the same week. It cannot be saved up
18 to be taken at a later time. If an employee is approved to attend a conference on
19 their regularly scheduled days off, and is unable to flex, they will not be eligible for
20 two (2) times their normal hourly rate of pay for having worked on their second, third,
21 etc. day of rest as described in Article 18, Section 4.B.

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

25 **e.** Employees will be responsible for accurate entry of time
26 off as "educational leave" on their timesheet. Managers may ask for documentation of
27 attendance if desired.

	<u>FTE</u>	<u>CE Required/yr.</u>	<u>Paid Leave/yr.</u>
1			
2	.5	5 days	2.5 days
3	.6	5 days	3 days
4	.7	5 days	3.5 days
5	.8	5 days	5 days
6	.9	5 days	5 days
7	1.0	5 days	5 days
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9 **B. Community Health Nurse (CHN) and Licensed Community**
10 **Practical Nurses (LPN)**

11 **1. Eligibility**

12 a. Each Community Health Nurse and Licensed Community
13 Practical Nurse will be eligible to take up to twenty-four (24) hours paid leave per
14 fiscal year (pro-rated by FTE for part-time employees) for education activities which
15 are directly related to the employee's responsibilities.

16 b. CHNs and LPNs, with advance manager approval, may
17 attend a job-related conference per fiscal year with reasonable expenses reimbursed
18 by the County. Each division may adopt its own procedures for the submission and
19 approval of such requests.

20 **2. Time Off Requests and Coding**

21 a. Employee requests will be considered timely if submitted
22 to their manager six (6) weeks prior to the anticipated leave to allow for scheduling.
23 Six (6) week deadline will be waived for units returning from limited duration layoff.
24 Requests submitted after the six-(6) week deadline may be approved at the
25 discretion of the manager. Employees will code leave taken in Workday. Managers
26 and employees will be responsible for tracking paid leave.

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

30 **2. Unpaid Educational Leave**

31 **A.** After completing one (1) year of service, an employee upon request
32 may be granted a leave of absence without pay for educational purposes at an
33 accredited school when it is related to their employment. The period of such leave of

1 absence shall not exceed one (1) year, but it may be renewed or extended upon the
2 request of the employee when necessary.

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

6 **3. Tuition Reimbursement**

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

12 1. Required as a prerequisite to enroll in a BSN or MSN program,
13 or;

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

19 3. Required for moving from a Licensed Community Practical Nurse
20 to a Registered Nurse/Community Health Nurse.

21 4. Required for moving from a Registered Nurse/Community Health
22 Nurse to a Nurse Practitioner or Physician Assistant.

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

26 **B.** In addition, employees who have been granted leaves of absence with
27 or without pay for educational purposes to attend conferences, seminars, briefing
28 sessions, or other functions of a similar nature that are intended to improve or
29 upgrade the individual's skill or professional ability, will have the cost of registration
30 and/or incidental expenses paid by the County upon prior approval of the Department
31 head. Priorities for expenditures of any funds under this section shall be established

1 by the County by considering together under the same criteria all pending requests
2 for such funding made by bargaining unit members.

3 **4. In-Service Classes**

4 **A.** In-service classes will continue to be offered and regularly scheduled to
5 meet the dynamic needs of the department, the community and employees working
6 in various positions throughout the County. Attendance may be required for a
7 particular classification or individual employee. Some attendance may be optional. All
8 in-service classes will be paid at the employee's regular rate of pay unless the
9 training takes place at a time assigned a shift differential. Then the employee will be
10 paid at the rate paid for the shift in which the training takes place. The annual needs
11 assessment with bargaining unit members and work teams will be conducted for
12 clinical and practice educational needs.

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

17 **5. Licensing Fees**

18 The County shall pay bargaining unit members' Oregon State Nursing Board
19 (OSBN) Licensure Fees for active licenses and allow employees to complete the
20 licensure renewal requirement on County paid time.

21 **6. Board Certification Reimbursement**

22 The County shall reimburse each Nurse Practitioner (NP) and Physician
23 Assistant (PA) up to one thousand dollars (\$1,000) once every three years for the
24 costs of required NP and PA board certification and/or recertification.

ARTICLE 21
EMPLOYMENT STATUS

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1. Extension of Initial Trial Service Period

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

2. Resignations

All employees shall give the County not less than two (2) weeks 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. Notwithstanding the foregoing, to help ensure continuous patient care, Physician Assistants and Nurse Practitioners are requested to give the County ninety (90) calendar days' advance written notice, and failure to give such notice may be reflected in any references to future employers provided by the County.

3. Termination Interviews

In the interest of quality improvement and employee retention, upon termination of employment, full-time and part-time employees shall be offered an exit survey and, time permitting, an interview with the appointing authority. The employee's choice to participate in an exit survey or interview will not affect their eligibility for rehire nor reflected in references to future employers. Data collected in exit surveys and interviews will be provided to ONA twice annually.

ARTICLE 22
CORRECTIVE ACTION

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1. Employees may be subject to corrective action by oral warning, written warning, final written warning, or dismissal; provided, however, that such action shall take effect only after the appointing authority gives verbal/telephonic or written notice to the Association, an ONA Officer or Grievance Chair. This notice provision shall not apply to oral warnings. Corrective action will be progressive, consistent with the principles of just cause. The County may skip one (1) or more steps depending on the facts of each situation and the nature of the offense, consistent with just cause.

2. Any permanent, non-initial trial service employee who is 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 just cause standard.

3. Any non-initial trial service employee who is given an oral or written warning 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 an oral warning or written warning shall have the right to have their written and dated response placed in their personnel file. Any employee may request and have removed from their personnel file any oral or written warning and/or reference to oral or written warning 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 oral or written warning.

4. The County will make every reasonable effort to deliver corrective action in a manner that will not embarrass the employee before other employees or the public.

5. Any employee found to be 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 23
SETTLEMENT OF DISPUTES

1. Grievance Procedure

Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

A. Step I - Immediate Supervisor

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

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

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

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

B. Step II - Department Director or Human Resources

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

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

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

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

10 **D. County Grievances**

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

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

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

25 **F. Step V - Arbitration**

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

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

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

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

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

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

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

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

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

3 **2. Processing Grievances**

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

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

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

17 **4. Filing Timelines**

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

ARTICLE 24
GENERAL PROVISIONS

1. No Discrimination

In accordance with Multnomah County Personnel Rule #3-40, Discrimination- and Harassment-Free Workplace, the provisions of this Agreement shall be applied equally to all employees in the bargaining unit and there shall be no discrimination as to age, marital status, race, color, sex, sexual orientation, creed, religion, national origin, political affiliation, gender identity, gender expression, source of income, familial status, disability or physical and mental handicap unless there are bona fide job-related reasons. In the event the employer's obligations under the Americans with Disabilities Act (ADA) and this agreement conflict, the ADA shall prevail. The Association shall share equally with the County the responsibility for applying the provisions of the Agreement. If an ONA represented worker reports discrimination in the application of this Agreement, the County shall, consistent with Multnomah County Personnel Rule #3-40-060, timely investigate and promptly take appropriate remedial action.

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

2. Rules

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

3. Changes in Existing Conditions

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

1 **4. Supremacy of Contract**

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

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

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

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

10 **6. Contract Orientation and Distribution**

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

14 **B.** As a part of a new employee's orientation, they shall be provided with a
15 copy of the Agreement and names of bargaining unit representatives.

16 **C. New Hire Orientation**

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

23 **7. Safety**

24 **A.** Multnomah County is committed to providing a safe and healthful
25 workplace. The County is committed to following Administrative Procedure RSK-15,
26 Injury and Illness Prevention Plan, that governs the development and implementation
27 of management's commitment to employee safety and health to comply with the self-
28 insured requirements of OAR 437. The Health department specific plan includes
29 frequency of inspections, safety committee requirements, and avenues to identify and
30 mitigate conditions which jeopardize the safety and health of nursing staff.

1 **B.** ONA-represented nurses are encouraged to participate in the safety
2 committees that are organized within each County worksite. Nursing-specific safety
3 concerns should be brought to NERC for review and recommendation.

4 **C.** Subject to the requirements of ORS Chapter 192 (Oregon's Public
5 Records Laws) as well as patient right of access to their medical records, the County
6 will employ its best efforts to avoid disclosing records that include employees' last
7 names, employees' home addresses, their marital/ relationship status and sexual
8 orientation. Employees should help protect their personal information by listing their
9 work contact information on any professional licensure, registration, or other work-
10 related communications, and by taking steps to limit their personally identifiable
11 information on social media and other public platforms.

12 **8. Professional Nursing Care Committee**

13 **A.** The parties agree to support the Professional Nursing Care Committee
14 (PNCC) as a resource. The PNCC will utilize the professional expertise of bargaining
15 unit employees on matters related to patient care and professional development. If
16 staffing levels permit, PNCC representatives may attend PNCC meetings without loss
17 of pay.

18 **B.** The PNCC shall be composed of up to two (2) employees from each
19 job class in the bargaining unit, who are Association members in good standing. The
20 two (2) employees from each job class shall be from different divisions. The PNCC
21 will meet for up to four (4) hours every other month. One (1) of these hours will be
22 planning time for ONA representatives only. The PNCC will create a charter to be
23 updated annually and provide the updated charter and minutes of its meetings to
24 Nurse Employment Relations Committee (NERC).

25 **9. Contract Work**

26 **A.** Unless mutually agreed, the County will not contract out or subcontract
27 any work now performed by employees covered by this Agreement when such would
28 result in layoff of any bargaining unit employee(s) and the County is unable to find
29 suitable or comparable alternate employment for the employee(s). However, this
30 provision shall not apply to contracting out or sub-contracting work when such was
31 anticipated and considered as a part of the budgeting process and when the

1 Association Representative has been notified of the specific plan and its probable
2 impact at least thirty (30) days prior to adoption of the annual executive budget or
3 formal Board consideration of budget modifications.

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

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

9 **10. Loss of Personal Property**

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

17 **11. Scope of Practice**

18 The County and the Association support nurses practicing within the scope of
19 their license as defined by the Oregon State Board of Nursing and within the job
20 requirements of their position. The Association may bring to the County's attention
21 any concerns with staffing that it believes would put a nurse in a position where they
22 may work outside of their scope of practice.

ARTICLE 25

SAVINGS CLAUSE AND FUNDING

1. Savings Clause

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

2. Funding

The parties recognize that revenue needed to fund the wages, benefits, and budget-related existing conditions provided by the Agreement must be approved annually by established budget procedures. All such wages, benefits, and budget-related existing conditions are, therefore, contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures. This Section 2 and County action hereunder shall not be subject to the Resolution of Disputes Procedures hereinbefore set out.

ARTICLE 26
ENTIRE AGREEMENT

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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 their designee(s) for Labor Relations from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration, or

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

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

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

ARTICLE 27
TERMINATION

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This Agreement shall be effective July 1, 2022, and shall remain in full force and effect through the 30th day of June 2025, subject to the reopener exception set forth in Article 9, Section 5. 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, 2025, 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 15th day of December, 2022.

OREGON NURSES ASSOCIATION

Michelle Chau
Michelle Chau, LPN, Chair

Joanne Buck
Joanne Buck, RN

Alex FORTUNE
Alex Fortune, RN

Evangeline Nichols
Evangeline Nichols, RN

Lorenzo Ortega
Lorenzo Ortega, NP

NEGOTIATED FOR THE ONA BY:

Jocelyn Pitman
Jocelyn Pitman
Labor Relations Representative
Oregon Nurses Association

MULTNOMAH COUNTY, OREGON

Deborah Kafoury
Deborah Kafoury, Chair

Sharon Meieran
Sharon Meieran, Commissioner

Susheela Jayapal
Susheela Jayapal, Commissioner

Jessica Vega Pederson
Jessica Vega Pederson, Commissioner

Lori Stegmann
Lori Stegmann, Commissioner

NEGOTIATED FOR THE COUNTY BY:

Dennis Westlind
Dennis Westlind
Attorney, Bullard Law
Multnomah County

James J. Opoka
James J. Opoka
Labor Relations Manager
Multnomah County

REVIEWED:

Jenny Madkour, County Attorney
For Multnomah County, Oregon

Kathy Short
Kathy Short
Deputy County Attorney

ADDENDUM A

SALARY SCHEDULE FOR ONA BARGAINING UNIT

Wages effective July 1, 2022

A. Effective July 1, 2022 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 the increases in Article 18, Section 1.A. over the June 30, 2022 rates.

<u>CLASSIFICATION</u>	1	2	3	4	5	6	7	8	9
LICENSED COMMUNITY PRACTICAL NURSE	\$26.45	\$27.42	\$28.50	\$29.52	\$30.62	\$31.50	\$32.49	\$33.42	\$34.47
COMMUNITY HEALTH NURSE	\$42.79	\$44.39	\$46.06	\$47.41	\$48.85	\$50.32	\$51.84	\$53.40	\$54.99
NURSE PRACTITIONER (Hourly)	\$56.91	\$59.21	\$60.95	\$62.79	\$64.68	\$66.60	\$68.61	\$70.67	\$72.79
PHYSICIAN ASSISTANT (Hourly)	\$56.91	\$59.21	\$60.95	\$62.79	\$64.68	\$66.60	\$68.61	\$70.67	\$72.79

B. Effective July 1, 2022, the following wage rates shall apply for the steps indicated to 1.00 FTE Nurse Practitioners and Physician Assistants in Integrated Clinical Services (ICS) only on the payroll as of the date this agreement is signed by both parties hereto. Such rates reflect the increases in Article 18, Section 1.A. over the June 30, 2022 rates.

1

<u>CLASSIFICATION</u>	A	B	C	D	E	F	G	H	I
NURSE PRACTITIONER (Salaried) Semi-Monthly	\$4,932.20	\$5,131.53	\$5,282.33	\$5,441.80	\$5,605.60	\$5,772.00	\$5,946.20	\$6,124.73	\$6,308.47
PHYSICIAN ASSISTANT (Salaried) Semi-Monthly	\$4,932.20	\$5,131.53	\$5,282.33	\$5,441.80	\$5,605.60	\$5,772.00	\$5,946.20	\$6,124.73	\$6,308.47

ADDENDUM B
DRUG AND ALCOHOL POLICY

1. General

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

2. Holders of Commercial Drivers Licenses

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

3. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

1. While on duty, or on County premises, or operating County vehicles, employees shall obey the work rules listed in "Subsection B" below. As with all work rules, violations may result in discipline per the provisions of Article 22, Disciplinary Action.

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

B. Work Rules

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

Employees shall:

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

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

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

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

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

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

12 Employees shall:

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

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

15 **3. Fitness for Duty**

16 Employees shall:

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

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

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

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

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

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

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

15 **4. Cooperation with Policy Administration**

16 Employees shall:

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

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

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

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

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

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

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

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

14 **C. Levels of Discipline**

15 1. The level of discipline imposed on non-initial trial service
16 employees for violation of the Alcohol and Drug Policy Work Rules above or other
17 violations resulting from the use of alcohol or drugs will be according to the provisions
18 of Article 22, Disciplinary Action.

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

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

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

1 f. influencing the behavior of minors

2 g. holding a Commercial Driver's License

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

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

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

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

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

22 b. The parties understand the offering of a Last Chance
23 Agreement is discretionary by the County, and when such an agreement is offered,
24 the terms are for the duration of the employee's employment with the County. The
25 offer of a Last Chance Agreement will not set precedent for the discipline of other
26 employees in the future. Any discipline incorporated in a Last Chance Agreement
27 may not be grieved under the provisions of Article 23 Section 1, Grievance
28 Procedure.

29 **D. Mandatory Assessment and Treatment**

30 1. Employees who are disciplined for conduct which is related to
31 the use of alcohol or drugs may be required to undergo assessment and to complete

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

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

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

13 **E. Return to Work Testing**

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

18 **4. Testing**

19 **A. Basis for Testing**

20 **1.** All employees may be tested:

21 **a.** based on reasonable suspicion of being "under the
22 influence" of alcohol or prohibited drugs;

23 **b.** before returning to work after testing positive for being
24 "under the influence" of alcohol or drugs;

25 **c.** as part of a program of unannounced follow-up testing
26 provided for in a Last Chance Agreement.

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

30 **3.** Holders of Commercial Drivers Licenses (CDLs) shall be subject
31 to the testing requirements of federal law, in addition to the requirements herein

1 which apply to all employees. For example, unlike other employees, CDL holders will
2 be subject to legally required random testing and testing following certain kinds of
3 accidents.

4 **B. Establishing Reasonable Suspicion**

5 **1. Definition**

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

15 **2. Supervisory Training**

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

20 **3. Lead Worker**

21 Lead workers who oversee day to day work activities are
22 "supervisors" for the purposes of establishing reasonable suspicion and directing
23 employees to be tested on that basis. This provision applies to lead workers who
24 supervise or act as lead workers as part of their job description, as well as to those
25 who receive premium pay under Article 18.14, Lead Assignments.

26 **4. Additional Precautions**

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

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

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

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

8 **C. Testing Methodology**

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

13 **1. Drug Testing**

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

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

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

29 **ii. Appeals**

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

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

7 **2. Alcohol Testing**

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

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

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

18 **5. Definitions**

19 **A. Alcohol**

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

22 **B. Controlled Substance**

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

27 **C. County**

28 Multnomah County, Oregon.

29 **D. Drug Paraphernalia**

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

1 can be used in connection with the production, delivery, or use of a controlled
2 substance as that term is defined by ORS 475.005.

3 **E. Drug Test**

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

6 **F. Drugs**

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

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

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

18 **H. On Duty**

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

24 **I. Prescription Medication**

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

27 **J. Reasonable Suspicion of Being Under the Influence of Drugs or**
28 **Alcohol:**

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

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

2 A licensed physician, or licensed or certified psychologist, social
3 worker, employee assistance professional, or addiction counselor with knowledge of
4 and clinical experience in the diagnosis and treatment of alcohol and controlled
5 substance-related disorders.

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

7 See Section 3.B.3.a above.

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

9 See Section 3.B.3.a above.

10 **6. Sample Last Chance Agreement**

11
12 **LAST CHANCE AGREEMENT**

13
14 The following agreement is entered into between Multnomah County and the
15 Employee. Failure on the part of the employee to meet the expectations below will
16 result in the termination of the employee’s employment with the County.

17
18 **1.** I agree to be evaluated by a qualified alcohol/substance abuse counselor, and
19 if required, I shall immediately enroll and continue in a bona fide alcohol/drug
20 inpatient or outpatient rehabilitation program approved by the County. I fully
21 understand that should I fail to complete either the inpatient or outpatient program,
22 my employment with the County will be terminated.

23
24 **2.** I agree to comply with and complete the conditions of my "Aftercare Plan" as
25 recommended by my treatment counselor. If I must be absent from my aftercare
26 session, I must notify the County. The County has my permission to verify my
27 attendance at required meetings. If I do not continue in the aftercare program, I
28 understand that my employment will be terminated.

29
30 **3.** I understand that the signing of this agreement shall allow the County the right
31 to communicate with my physician and/or counselors regarding my status and

1 progress of rehabilitation and aftercare. I further agree to sign any authorization or
2 release of information necessary to allow for such communication.

3

4 **4.** I agree to submit to periodic, unannounced, unscheduled drug or alcohol
5 testing (urinalysis and breath test) by the County for a period of twenty-four (24)
6 months from the date of this agreement or when I return to work if I am participating
7 in an inpatient treatment program. This time period will increase accordingly if I am
8 absent from work, for any reason, for a cumulative period of one (1) month or more. I
9 understand that if I refuse to take a drug and/or alcohol test or if a test is positive, my
10 employment will be terminated.

11

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

14

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

19

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

23

24 **8.** I realize that violation of the drug and alcohol rules and/or policies at any time
25 in the future is cause for termination without a pre-termination hearing.

26

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

1 **Disciplinary Action**

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

4
5 **Personal Commitment**

6 I pledge and agree to abide by the terms of this agreement. I understand that a
7 violation of or noncompliance with any of these terms will result in my being
8 terminated without the right to a pre-termination hearing. Further, I pledge to remain
9 free of all illegal drugs and also not to abuse legal drugs (including alcohol). I hereby
10 consent to the County's contacting any treatment or health care provider who may
11 have information on my alcohol or drug dependency condition and/or compliance
12 with the terms of this agreement and authorize the provider to furnish such
13 information to the County.

14
15 I understand the terms and conditions of this letter. I also understand that, except as
16 expressly stated in this agreement, my terms and conditions of employment will be
17 determined by the County's policies and rules, and that this agreement does not
18 guarantee me employment for any set period of time. I have had sufficient time to
19 study it away from the workplace and to consult anyone I desire about it. I sign it free
20 of any duress or coercion. This letter will become part of my personnel file.

21
22

23 _____
24 (Employee) (Date) (Exempt Employee With (Date)
25 Disciplinary Authority)**

26
27

28 _____
29 (Labor Representative) (Date) (Employee's Immediate (Date)
30 (optional) Exempt Supervisor***)

1

2

3

4 _____
(Multnomah County (Date)

5 Labor Relations, if applicable*)

6

7 Footnotes:

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

9 ** Always necessary.

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

1 **ADDENDUM C**

2 **WASHINGTON STATE EMPLOYEES**

3
4 Because some bargaining unit employees are performing work for the County
5 remotely from locations in the State of Washington, the parties recognize that these
6 employees may be subject to Washington law rather than Oregon law. The parties
7 agree that for those employees, the following provisions will apply, and that to the
8 extent there is any conflict between a specific provision in this Addendum and any
9 specific provision elsewhere in the parties' Agreement, the specific provision in this
10 Addendum will apply:

11 **1. WASHINGTON PAID SICK LEAVE**

12 **(Oregon Paid Sick Leave covered in Article 9)**

13 Employees working remotely from the State of Washington and who are not
14 "regularly scheduled" to report to an Oregon worksite may be entitled to Washington
15 Paid Sick Leave. "Regularly scheduled" means an employee is expected to report to
16 an Oregon worksite at least one day per week. For remote employees who are not
17 regularly scheduled at an Oregon worksite, but only occasionally report to an Oregon
18 worksite, the following provisions apply:

19 **A. Paid Sick Leave**

20 **1. Definition and Allowable Use**

21 Sick leave is a leave of absence with pay which may be used
22 when the employee is directly affected by any of the health conditions listed below, or
23 when specified others are affected by the conditions listed, and require the
24 employee's care. As used in this Addendum, "protected sick time" refers to sick
25 leave protected under the Washington State Sick Leave Act, RCW 49.46.210, *et seq.*
26 All accrued sick leave taken for authorized purposes listed at CRW 49.46.210(1)(b)
27 and (c) as further described below and in the Washington Sick Leave Bank is
28 protected under the Washington Sick Leave Law. Accrued sick leave taken in
29 excess of the hours in the Washington Paid Sick Leave is not covered or protected
30 under the Washington Sick Leave Law, but may be considered protected leave under
31 other state and federal laws.

1 **a. Specified Others**

2 i. Members of the employee’s immediate household
3 where the relationship creates an expectation that the employee care for the person,
4 and that individual depends on the employee for care; or

5 ii. The employee’s spouse, parents, or children as
6 defined in the federal Family and Medical Leave Act (hereafter referred to as the
7 “FMLA”); or

8 iii. The employee’s grandparents, grandchildren,
9 parents-in-law, or sibling as defined in the Washington Family and Medical Leave Act
10 (hereafter referred to as “PFML”), RCW Title 50A; or

11 iv. The employee’s domestic partner as designated in
12 an Affidavit of Domestic Partnership submitted to the Employee Benefits Office; or

13 v. The children and parents of such domestic partner,
14 defined as if the domestic partner was the employee’s spouse.

15 **b. Covered Health Conditions**

16 i. Mental or physical illness, injury, or health
17 condition; need for medical diagnosis, care or treatment of a mental or physical
18 illness, injury or health condition, or time off needed for preventative care; or

19 ii. Any qualified condition covered by FMLA or PFML,
20 regardless of whether the employee meets statutory eligibility requirements; or

21 iii. Any other illness, injury, or quarantine based on
22 exposure to contagious disease; or

23 iv. Medical, dental, and employee assistance program
24 appointments; or

25 v. Any qualified purpose allowed under Washington’s
26 Domestic Violence Leave Act, RCW 49.76.010, *et seq.*; or

27 vi. When the employee’s place of business has been
28 closed by order of a public official for any health-related reasons, or when an
29 employee’s child’s school or place of care has been closed for such a reason.

30 **c. Parental Leave**

31 Sick leave may be used by employees during Parental

1 Leave as defined by FMLA and/or PFML, except that the amount of leave taken by
2 the other parent of the employee's child will not affect the amount of Parental Leave
3 available to the employee.

4 **d. Occupationally Related Conditions**

5 Use of sick leave for occupationally related conditions is
6 limited to the applicable Workers Compensation provisions.

7 **2. Accrual**

8 **a.** Employees shall accrue sick leave at the rate of .05 hours
9 for each hour worked. For purposes of this Addendum, "Hours worked" includes paid
10 holidays and leaves with pay taken during the workweek.

11 **b.** Sick leave may be accrued on an unlimited basis. Only
12 hours accrued and available in the employee's Washington Sick Leave Bank are
13 protected under Washington Sick Leave Law.

14 **3. Reporting of Sick Leave**

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

22 **b.** Employees who fail to report may be subject to discipline
23 and result in loss of pay for the work time missed.

24 **c.** The provisions of this section do not apply if the employee
25 is unable to follow the call-in procedures for their program/clinic, due to incapacitation
26 or is on an approved leave of absence.

27 **4. Use of Sick Leave During Leave**

28 Sick leave may not be used during vacation except when the
29 employee notifies the supervisor of the interruption of the employee's scheduled
30 vacation and presents reasonable evidence of a bona fide illness or injury upon
31 returning to work.

1 **B. Use and Misuse of Leave for Sick Leave Purposes**

2 **1. Counting Against FMLA Entitlement**

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

7 **2. Legitimate Use**

8 For employees working remotely in Washington who are not
9 regularly scheduled to report to an Oregon worksite, all hours accrued and available
10 in the employee's Washington sick leave bank are protected. Sick time is accrued at
11 the same rate for all bargaining unit employees. Sick leave taken in excess of the
12 hours in the Washington Sick Leave Bank each calendar year is not considered
13 protected sick time. Reliable and consistent attendance is an expectation of all
14 county employees. Employees must only use sick leave for legitimate purposes as
15 defined in Section 1.A. of this article.

16 **a. Verification of Use**

17 i. Pursuant to Multnomah County policy,
18 Management must require the completion of a certification form by the employee's
19 health care provider and any other verifications required for under the provisions of
20 the FMLA or its successor.

21 ii. The County may require an employee to submit
22 written medical verification from a health care provider due to non-FMLA covered
23 illness or injury under the following conditions:

24 **(a)** The employee has been absent for more
25 than three (3) consecutive works days; or

26 **(b)** The employee has requested leave that is
27 scheduled to last more than three (3) scheduled work days; or

28 **(c)** The employee has exhausted all sick leave;
29 or

30 **(d)** The employee commences sick time without
31 providing prior notice required by the County, unless medical circumstances prevent

1 the employee from providing notice prior to commencing sick time and the employee
2 provides notice to the County as soon as is practicable; or

3 (e) When the employee has had five (5) or more
4 events with less than twenty-four (24) hours' notice in a six (6) month period; or

5 (f) Management suspects that an employee is
6 abusing sick time, including engaging in a pattern of sick leave abuse. "Pattern of
7 sick leave abuse" includes, but is not limited to, repeated use of unscheduled sick
8 time on or adjacent to weekends, holidays, vacation days, or paydays. An employee
9 may be required to submit written medical verification when management reasonably
10 believes that the absence may not be bona fide.

11 If medical verification is requested, the
12 County will pay any and all reasonable costs, including lost wages, associated with
13 obtaining medical verification that are not covered under the employee's health
14 benefit plan in which the employee is enrolled.

15 **b. Discipline**

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

18 **i. Abuse of Sick Leave**

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

22 **ii. Use of Accrued Sick Leave**

23 (a) Use of accrued sick leave, without abuse of
24 such leave, will not be cause for discipline.

25 (b) When the intermittent use of accrued sick
26 leave or other paid or unpaid leave used in lieu of sick leave interferes significantly
27 with an employee's ability to perform the duties of the employee's job, management
28 may do the following (subject to the requirements of law, including, but not limited to,
29 the FMLA, the Washington State Sick Leave Act, and the Washington State Paid
30 Family and Medical Leave program):

1 (1) Require the employee to take
2 continuous leave; or

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

6 i. **Excessive Absenteeism**

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

12 (a) Any legal requirements, including, but not
13 limited to those of the FMLA, PFML, Washington State Sick Leave Act or the ADA;

14 (b) The tenure and work history of the
15 employee, specifically to include whether there have been previous instances of this
16 pattern of absenteeism;

17 (c) Whether there is a likelihood of improvement
18 within a reasonable period of time based on credible medical evidence;

19 (d) The particular attendance requirements of
20 the employee's job;

21 (e) The pattern of use, and whether the
22 absences are clearly for bona fide sick leave purposes.

23 3. **Sequencing of Leaves**

24 The use of vacation leave, saved holiday time, compensatory
25 time, and leave without pay is subject to approval by management according to the
26 requirements of Articles 7, 8, 10, and 18, respectively. However, unless otherwise
27 required by law, forms of leave shall be used and exhausted in the following
28 sequences:

29 a. Leave for illness or injury that does not qualify for FMLA
30 and/or PFML will be taken in the following order:

1 i. Sick leave until it is exhausted (unless the
2 employee is on Washington protected leave (i.e. disability accommodation leave for
3 Washington employees or Washington Paid Family and Medical Leave (“PFML”));

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

6 iii. Leave without pay.

7 b. Leave that qualifies under FMLA and/or PFML will be
8 taken in the following order: Paid leave until it is exhausted; employees will determine
9 what order paid leave is used;

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

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

15 ii. Leave without pay

16 d. Leave that also qualifies under Washington Paid Family
17 and Medical Leave can be taken unpaid or sequenced at the employee’s option.

18 **4. Reinstatement of Sick Leave Accruals**

19 a. Any employee who leaves County employment and is
20 subsequently re-employed as a regular status employee within 12 months is entitled
21 to credit for all sick leave accrued up to the last day of prior employment. Sick leave
22 shall not accrue during the period between leaving County employment and re-
23 employment.

24 b. Any employee who is re-employed after more than 12
25 months is not entitled to credit for sick leave that accrued during prior County service.
26 Sick leave will begin accruing anew in accordance with Section 1.B. of this article.

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

1 **5. Limitations on the Use of Leave Without Pay In-Lieu of Sick**
2 **Leave**

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

6 **a. Continuous Leave**

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

21 **b. Intermittent Leave**

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

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

1 ii. Put the employee on a work plan to manage
2 the use of leave without pay, followed by disciplinary action if the plan is not
3 successfully completed; or

4 iii. Proceed with the disciplinary process.

5 **C. Fitness for Duty**

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

11 **D. Occupational Exposure**

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

17 **E. Other Sick Leave Provisions**

18 Sick leave shall be charged in one-quarter hour increments in
19 accordance with the uniform time charging provisions of Article 16.7.

20 **F. Interactions between Paid Sick Leave and WA Paid Family &**
21 **Medical Leave**

22 Employees having worked enough hours to qualify for PFML (generally
23 820 hours of employment in Washington in the first 4 of the last 5 completed calendar
24 quarters) are eligible for state-provided paid leave for certain "qualifying events"
25 which include serious illnesses or injuries that prevent someone from working, a new
26 baby or child joining a family, and certain military events.

27 **2. WASHINGTON PAID FAMILY AND MEDICAL LEAVE (WA PFML)**
28 **(Paid Leave Oregon covered in Article 9)**

29 Employees working in Washington, who are not regularly scheduled to report
30 to an Oregon worksite may be entitled to Washington Paid Family and Medical Leave
31 (WA PFML). For those employees, the following provisions apply:

1 **A. Overview**

2 WA PFML is a mandatory statewide insurance program that provides
3 paid family and medical leave to eligible employees who work in Washington state.
4 The program is administered by the State of Washington’s Employment Security
5 Department (ESD), not the County, and is subject to change.

6 **B. Eligibility**

7 Employee eligibility for leave and benefits (including on-call, temporary
8 and limited duration employees), is established by Washington law and is therefore
9 independent of this Agreement. WA PFML may be run currently with FMLA.
10 Employees may receive WA PFML benefits if they meet ESD’s eligibility criteria and
11 experience a qualifying event. It is understood by the parties that the eligibility
12 requirements at the time of this agreement, subject to change by the state program,
13 are as follows:

14 **1. Hours Worked**

15 **a.** Employees must have worked at least eight hundred
16 twenty (820) hours in the State of Washington (for either the County or other
17 employers) and be “localized” in Washington during the “qualifying period.” A remote
18 employee is considered “localized” in Washington provided the individual is not
19 regularly scheduled to report to an Oregon worksite. A remote employee who is
20 regularly scheduled to work one day per week in Oregon is deemed localized in
21 Oregon. A remote employee who on occasion, but without regularity, reports to an
22 Oregon worksite is localized in Washington. The “qualifying period” is the first four (4)
23 of the last five (5) completed calendar quarters or the last four (4) completed calendar
24 quarters immediately preceding the application for leave. Prior employment in the
25 State of Washington may qualify employees for this benefit. ESD will issue approvals
26 if employees meet the below criteria.

27 **b. Qualifying Event(s)**

28 Leave events can be either medical or family-related.

29 **i.** Medical Leave: Medical leave is any leave taken by
30 an employee from work due to the employee’s own serious health condition. Serious
31 health condition means an illness, injury, impairment, or physical or mental condition

1 that involves inpatient care in a hospital, hospice, or residential medical care facility,
2 including any period of incapacity; or continuing treatment by a healthcare provider
3 for:

4 (a) An illness or injury that incapacitated the
5 employee for three (3) or more consecutive days.

6 (b) A chronic serious health condition. The
7 healthcare provider will determine whether the illness or injury meets the definition of
8 a “serious health condition.”

9 (c) Incapacity during pregnancy or for prenatal
10 care.

11 (d) Treatment for substance abuse.

12 (e) Any period of absence from work to receive
13 treatments and recover, like for radiation, chemotherapy or dialysis.

14 (f) Certain military-connected events.

15 ii. **Parental Leave**

16 To care for and bond with a child during the first
17 year after the child’s birth or during the first year after the placement of the child
18 through foster care or adoption younger than 18.

19 iii. **Family Leave**

20 To care for any of the following family members
21 with a serious health condition:

22 (a) Any family member outlined in Article 9
23 Section I.A.1, excluding Section I.A.1.f (close association),

24 (b) Siblings,

25 (c) Child’s spouse/domestic partner

26 (d) Someone who has an expectation to rely on
27 the employee for care, whether they live together or not (employees may be required
28 to provide documentation about relationship to the person or certification of their
29 medical need).

1 **iv. Military Leave**

2 Because of any qualifying exigency arising from the
3 foreign deployment of the employee’s spouse, son, daughter, or parent with the
4 Armed Forces, or to care for a service member with a serious injury or illness if the
5 employee is the service member’s spouse, son, daughter, parent or next of kin, as
6 permitted under the federal Family and Medical Leave Act.

7 **C. Payments During Qualified Leaves**

8 **1. WA PFML - Weekly Benefits**

9 **a.** Beginning November 1, 2021, WA PFML will be available
10 to eligible employees. The weekly WA PFML benefit amount is calculated by ESD
11 and will depend on how much the employee earned during their base period.
12 Payable benefits will be provided by ESD.

13 **b. Minimum WA PFML Claim Duration**

14 The minimum claim duration payment is for eight (8)
15 consecutive hours of leave.

16 **c. Maximum WA PFML Claim Duration**

17 Qualified Washington workers are eligible for:

18 **i.** Up to 12 weeks of continuous or intermittent paid
19 family or medical leave.

20 **ii.** Up to 16 weeks of continuous or intermittent leave
21 when family and medical leave are used in combination (e.g., birth parent pregnancy
22 and parental leave).

23 **iii.** An additional two (2) weeks of continuous or
24 intermittent leave is available as a result of pregnancy complications.

25 **2. Supplemental County Benefits**

26 **a. Leave Accruals**

27 **i.** Employees can choose to use accrued paid time
28 off as described below to supplement or “top up” the money they receive as partial
29 wage replacement from the WA ESD while on a WA PFML-eligible leave. The County
30 will require verification that the employee has been approved to receive benefits for
31 WA PFML before approving leave as a supplemental benefit. Supplementation will be

1 based on an employee's regular rate of pay, including any allowance premiums that
2 are part of an employee's regular rate of pay.

3 ii. Allowance premiums that are considered as part of
4 the employee's regular rate of pay will be accounted for in the supplementation
5 calculations.

6 (a) Sick Leave, Vacation (all types),
7 Compensatory, Holiday (all types), Paid Military Training Leave, Professional
8 Recognition Leave, Paid Parental Leave or Compensatory Time.

9 (b) Time may be sequenced at the employee's
10 option, until accruals are exhausted.

11 (c) Under no circumstance, will the employee
12 receive more than 100% of their regular rate of pay (aggregate from the County and
13 the State).

14 (d) Short-Term Disability benefits will NOT be
15 authorized for use as supplemental benefits in conjunction with WA PFML or with
16 County Paid Parental Leave (PPL). Both Paid Parental Leave and Sick Leave will be
17 offsets to Short-term Disability benefits.

18 (e) The employee must complete the necessary
19 forms and provide all documentation as required by the Human Resources
20 Department to process the supplemental benefits request. Failure to submit the
21 necessary documentation in a timely manner, may result in delay or denial of
22 supplemental benefit payments.

23 **D. Payment of WA PFML Benefit**

24 Premiums (payroll taxes) for benefits are established by law and are
25 subject to adjustment up or down by the State of Washington.

26 1. Premium Amounts: Total premium charged and the split between
27 employee and employer will be in accordance with Washington State law.

28 2. Deductions: Employees will pay their share of premium through
29 payroll deduction effective November 1, 2021. The County shall pay any remaining
30 share as required by law.

1 **3. Timing of Payments**

2 **a.** The parties understand that payments from the State of
3 Washington to County employees are not controlled by Multnomah County, and that
4 there may be waiting periods during which the employee may not receive pay, or
5 receive delayed (retroactive) payment.

6 **b.** The County is committed to making every reasonable
7 effort to ensure supplemental pay is issued within 60 days of the employee providing
8 a copy of their approved WA PFML notice and completing the required
9 documentation for supplemental pay. In the event of a delay, the supplemental pay
10 will be issued on a retroactive basis.

11 **E. Notification to County**

12 If the need for leave is foreseeable, the employee will provide the
13 County with not less than thirty (30) days' notice before WA PFML is to begin. If the
14 need for the leave is unforeseeable thirty (30) days in advance, then the employee
15 will provide such notice as is reasonable and practicable.

16 **F. Program Administration and Coordination with Other Policies**

17 **1.** WA PFML may run concurrently with leave under FMLA if the
18 leave is FMLA qualifying.

19 **2.** All supplemental benefits provided by the County shall run
20 concurrently with FMLA, if they fall under FMLA covered events.

21 **3.** County employees localized in Washington do not qualify for
22 OFLA benefits.

23 **4.** County employees who are co-parents with another County
24 employee, will each have an individual right to WA PFML and use of supplemental
25 benefits for this purpose.

26 **5.** If a County holiday occurs while the employee is on WA PFML,
27 an employee may use accrued holiday pay instead of the employee's WA PFML and
28 any supplemental benefits.

29 **6.** The County retains the right to communicate statutory changes
30 to the program as needed to employees. The parties agree to only meet and discuss

1 modifications to the program when there is a need to address unforeseen fiscal
2 and/or operational impacts.

3 **3. WASHINGTON WORKERS' COMPENSATION**

4 **(Oregon Workers' Compensation covered in Article 12)**

5 Employees working in Washington may be entitled to Washington
6 Compensation benefits. For those employees, the following provisions apply:

7 **A.** If an employee seeks medical treatment for an injury or illness while
8 teleworking in Washington, they may be covered by Washington's workers'
9 compensation rules.

10 **B.** Washington State teleworkers are covered by the Washington Labor &
11 Industries rules and teleworkers working from other states may have coverage
12 through Multnomah County's Other States insurance policy, depending on the
13 requirements of the teleworking state.

14 **C.** If a teleworking employee in Washington seeks medical treatment for
15 an occupational injury or illness, the day the employee seeks medical treatment will
16 be compensated as a fully scheduled work day, if treatment was during that day's
17 scheduled work time.

18 **D.** All other state specific workers' compensation requirements including
19 Washington, are handled by the insurance carrier and Oregon workers'
20 compensation benefits do not apply.

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