
2025 - 2028



AGREEMENT

between

Multnomah County, Oregon

and

Oregon Nurses Association



2025 - 2028
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
OREGON NURSES ASSOCIATION



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2025 - 2028

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. Continuous Service

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

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

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

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

2. Countywide Seniority

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

3. Operationally Essential Employee

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

4. Full-Time Employee

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

5. Full-Time Equivalency (FTE)

The number of hours that:

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

7 For example, the FTE for an employee regularly scheduled to work an average
8 of forty (40) hours over two (2) consecutive FLSA workweeks is 1.00; for an employee
9 regularly scheduled to work an average of twenty (20) hours over two (2) consecutive
10 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 absence.
20 During the period of initial trial service, the employee may be dismissed without
21 recourse to the grievance procedure if, in the opinion of the employee's supervisor, the
22 employee's continued service would not be in the best interest of the County. A
23 dismissed employee shall be afforded, upon request, an opportunity to discuss their
24 dismissal with the Department Director or the Department Director's designee(s).

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

28 **7. Job Class Seniority**

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

1 **8. Job Sharing**

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

4 **9. Limited Duration Appointment**

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

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

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

22 **10. On-Call Employee**

23 An individual hired to perform sick, vacation, or variable load relief work on a
24 sporadic basis when, in the County's judgment, no other form of appointment is
25 practicable. Each department will establish an average monthly minimum number of
26 open shifts to be worked by on-call nurses, including any weekend and holiday
27 requirements. The nurse's compliance with that minimum will be reviewed with the
28 nurse annually as part of the nurse's performance evaluation. Each department's on-
29 call requirements will be shared with ONA and with the nurses in that department.

1 **11. Part-Time Employee**

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

4 **12. Job Profile Change Trial Service**

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

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

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

22 **13. Regular Employee**

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

27 **14. Temporary Employee**

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

1 **15. Lead Nurse**

2 A Lead Nurse is a nurse who usually performs the same work as the other
3 nurses in the work unit but is, in addition, delegated limited supervisory duties when,
4 in the County's judgment, such duties are not within the scope of the job description.

ARTICLE 3
RECOGNITION

1. Unit Definition

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

- A. Supervisory employees, and
- B. Managerial employees.

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

2. Initial Trial Service Employees

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

3. On-Call and Temporary Employees

A. Pay Upon Entry

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

B. Step Increases

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

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

C. Contractual Benefits

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

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

2. Shift differential (Article 18.2);

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

4. Within one (1) month of contract ratification, each division shall establish a monthly minimum of open shifts to be filled by on-call employees, including expectations for weekends and holidays. These minimums shall be based on average backfill staffing needs, including coverage for scheduled vacations and accrual rates of core staff. The employee's compliance with that minimum will be reviewed every six (6) months. Each division's on-call expectations will be shared with impacted employees and ONA. Alternative arrangements may be made based on mutual agreement. Any concerns may be discussed at NERC upon request.

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

6. Holiday compensation at one-and-one-half (1 1/2) times the normal hourly wage for all county-recognized holidays, as outlined in Article 7 (Holidays):

7. No discrimination (Article 24.1);

8. Corrections Premium (Article 18.16);

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

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

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

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

7 **13.** The provisions in Addendum B, Drug and Alcohol Policy, shall
8 apply to On-Call and Temporary employees.

9 **14.** On-call employees already working a shift, and who volunteer to
10 work the following shift in place of a regular employee who would otherwise be
11 mandated to work that shift, are eligible for the Mandate pay and applicable differentials
12 as described in Article 18, Section 4(C).

13 **15.** One and one-half times the regular rate of pay if the employee is
14 required to return to work without ten hours of rest since the end of their previous shift,
15 as described in Art. 18, Section 4(F).

16 **16.** Preceptor differential when assigned to act as a preceptor as
17 described in Art. 18, Section 22.

18 **17.** Lead differential when assigned to provide coverage for regular
19 shift leads in Corrections Health.

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

22 **D. Reporting**

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

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

29 The County will provide the Association with written notice of new non-
30 bargaining unit position job titles or codes, and the new position description, for which

- 1 a nursing license is required. Such notice will be given at least fourteen (14) days
- 2 before the new position is posted.

ARTICLE 4
MANAGEMENT RIGHTS

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the department, determining the levels of service and methods of operation including the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, to determine staffing, work schedules, to establish standards for work performance expectations, and assign work and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement or general law, are not subject to the grievance procedure.

ARTICLE 5

ASSOCIATION SECURITY, CHECK-OFF, AND BUSINESS

1. Association Security and Check-Off

A. Deduction of Association Dues

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

B. Amount Deducted Each Payroll Period

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

C. Authorization and Certification of Dues

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

D. Maintenance of Membership

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

E. Monthly Listing of New and Terminated Employees

1. Within thirty (30) days after the execution of this Agreement and 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 of
3 the employees, along with their job classifications, work locations for full-time and part-
4 time employees, home addresses, home phone number, employee identification
5 number, and 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 than
17 ten (10) members, nine (9) of whom may be employees. Seven (7) County employees
18 participating in such negotiations will be allowed to do so without loss of pay. The
19 Association and County may agree to a different number of negotiating team members,
20 appointing an equal number of representatives from labor and management.

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

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

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

4 **B. Nurse Employment Relations Committee**

5 1. To promote harmonious relations and aid internal
6 communications, the parties will maintain the Nurse Employment Relations Committee
7 ("NERC").

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

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

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

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

26 6. The NERC will establish regular quarterly meetings during normal
27 working hours and will schedule such meetings insofar as practice to avoid disruptions
28 and interruptions of work.

29 7. The Committee may discuss any matter pertinent to maintain
30 good employer-employee relations. Each party will attempt to give the other

1 reasonable advance notice, insofar as practical, of the agenda items it wishes to
2 discuss at the next meeting.

3 Employee recruitment and retention trends will be discussed upon
4 request, with at least 30 days' notice to allow the parties to prepare any relevant
5 information.

6 **C. Visits by Association Representatives**

7 The County agrees that accredited representatives of the Oregon Nurses
8 Association, upon advance notice to the Department of Human Resources Manager
9 and with reasonable and proper introduction at the job site, shall have access to the
10 premises of the County at any time during working hours to conduct Association
11 business. The Association agrees that such visits will cause no disruptions or
12 interruptions of work. The County will make a meeting area available 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 signed
18 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; table
24 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 to
4 participate in other Association-related activity shall be considered on Association Only
5 Business Leave (Association Reimbursable Time) status and shall be granted such
6 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 for
11 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 actions
31 of Association agents, the parties agree to arbitrate such dispute under Article 23.1.F,

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

3. Association Business (Unpaid) Leave

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

4. Association Business Leave - Employment Status

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

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

ARTICLE 6**NO STRIKE AND NO LOCKOUT**

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

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

ARTICLE 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. Personal Holidays. 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 three (3) Personal Holidays each fiscal year. The parties acknowledge that one of the three personal holidays is in recognition of Indigenous People's Day.

2. Holiday Pay

A. Full-time employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Part-time employees shall receive such pay only if eligible under Section 1.B. To be eligible for holiday pay,

employees must be in pay status both on the day before and on the day after the observed holiday; except that Nurses assigned to school-based health clinics who are on unpaid leaves of absence during clinic closure for the Winter break, will still receive holiday pay for the Christmas and New Year holidays, and the four (4) hour holiday on either Christmas Eve or New Year's Eve.

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

3. Holiday Observance

A. Five Day Work Week

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

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

B. Four Day Work Week

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

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

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

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

4 **C. Irregular Scheduling**

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

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

9 In twenty-four (24) hour operations, ten (10) specific holiday dates cited
10 in Section 1.A. holidays shall be observed on the dates listed and employees shall be
11 paid for the holiday day for which the majority of hours are worked. If an employee's
12 regular day off falls on a holiday cited in Section 1.A., the employee shall have the
13 option to receive holiday pay equivalent to their holiday accrual, or to save their holiday
14 accrual for use on another day off with pay. Saved Holiday time which is not used by
15 the end of the fiscal year will be paid to the employee at the employee's base rate.
16 Such alternate day off shall be by mutual agreement between the employee and the
17 County.

18 **4. Holiday During Leave**

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

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

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

26 **5. Holiday Work**

27 If a part-time or full-time employee works on any of the holidays listed above,
28 the employee shall be paid for all hours worked at the rate of time and one-half (1-1/2)
29 the employee's regular rate of pay. Additionally, employees shall be paid for the hours
30 earned for holiday pay (Section 2.A&B) or may elect, in lieu of holiday pay, to receive
31 another day off with pay on a date mutually agreeable between the employer and the

employee. Holidays accumulated in this manner must be utilized by June 30th of each year, except Memorial Day and Juneteenth Holidays, which can be carried over to the following fiscal year. Those holidays not utilized will be paid to the employee at the employee's base rate.

6. Personal Holidays

A. Accrual

Personal holidays may be accrued in lieu of:

1. The Personal Holidays provided in Section 1.A above;
2. A holiday which an employee takes as a regular unpaid day off as provided in Section 3.D, "Twenty-four-(24) hour Operations" above;
3. A holiday on which an employee works as provided in Section 5, "Holiday Work," above.

B. Other Applications

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

C. Use of Personal Holidays

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

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

ARTICLE 8
VACATION LEAVE

1. Accrual

Each regular employee (except exempt APCs 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 exempt APCs in ICS Primary Care can be found in the Memorandum of Agreement (MOA) for ICS Primary Care only exempt APCs Changed to FLSA Exempt Status.)

2. Table of Vacation Accrual Rates

<u>1. Years of Service</u>	<u>2. Hours Accrued Per Pay Period</u>	<u>3. Hours (Weeks) Accrued Per Year by Full Time Employees</u>	<u>4. Maximum Hours 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.

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

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

3 **D.** Break in Service - Vacation Accrual Rate Retention: Notwithstanding the
4 definition of continuous County service in Article 2, Section 1, an employee who
5 separates from County service and is subsequently rehired within twelve (12) months
6 of their separation date shall retain the vacation accrual rate commensurate with years
7 of service at the time of their separation.

8 **3. Charging**

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

11 **4. Vacation Times**

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

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

22 **5. Termination or Death**

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

ARTICLE 9
SICK LEAVE

1. Paid Sick Leave

A. Definition and Allowable Use

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

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

1. Specified Others

- a.** Members of the employee's immediate household; or
- b.** The employee's spouse, parents, or children as defined in the federal Family and Medical Leave Act (hereafter referred to as the "FMLA"); or
- c.** The employee's grandparents, grandchildren, or parents-in-law as defined in the Oregon Family Leave Act (hereafter referred to as "OFLA"); or
- d.** The employee's domestic partner as designated in MCPR 1-10-040; or
- e.** The children and parents of such domestic partner, defined as if the domestic partner was the employee's spouse.

2. Covered Health Conditions

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

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

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

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

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

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

14 **3. Parental Leave**

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

19 **4. Occupationally Related Conditions**

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

22 **B. Accrual**

23 1. Employees shall accrue sick leave at the rate of .05 hours for each
24 county paid hour. Hours worked includes paid holidays and leaves with pay taken
25 during the workweek.

26 2. Sick leave may be accrued on an unlimited basis.

27 **C. Reporting of Sick Leave**

28 1. An employee who must be absent for any reason listed in Section
29 1.A. of this article must follow the call-in procedures for their program/clinic (i.e. notify
30 the supervisor on duty or the supervisor's designee(s), leave a message on the
31 designated call-in phone number, etc.) at least three (3) hours for employees in

1 Corrections Health and one (1) hour for employees in all other programs/clinics, before
2 the beginning of their shift, that they will be out office, so that coverage options can be
3 identified.

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

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

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

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

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

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

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

19 **B. Legitimate Use**

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

25 **1. Verification of Use**

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

30 **b.** The County may require an employee to submit written
31 medical verification from a health care provider due to non-FMLA and non-OFLA

covered illness or injury under the following conditions:

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

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

iii. The employee has exhausted all sick leave; or

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

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

vi. When the employee has exceeded the amount of sick leave protected under the Oregon Sick Leave Law and management suspects that an employee is abusing sick time, including engaging in a pattern of sick leave abuse.

If medical verification is requested, the County will pay any and all reasonable costs, including lost wages, associated with obtaining medical verification that are not covered under the employee's health benefit plan in which the employee is enrolled. Employees who fail to provide written medical verification may be subject to disciplinary action.

2. Discipline

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

a. Abuse of Sick Leave

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

b. Use of Accrued Sick Leave

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

1 ii. When the intermittent use of accrued sick leave or
 2 other paid or unpaid leave used in lieu of sick leave interferes significantly with
 3 workplace operations or with an employee's ability to perform the duties of the
 4 employee's job, management may do the following (subject to the requirements of
 5 law, including, but not limited to, the Americans with Disabilities Act, FMLA and the
 6 Oregon Sick Leave Law):

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

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

11 c. **Excessive Absenteeism**

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

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

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

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

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

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

28 C. **Sequencing of Leaves**

29 The use of vacation leave, saved holiday time, compensatory time, and
 30 leave without pay is subject to approval by management according to the requirements

of Articles 7, 8, 10, and 18, respectively. However, unless otherwise required by law, forms of leave shall be used and exhausted in the following sequences:

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

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

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

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

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

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

D. Reinstatement of Sick Leave Accruals

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

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

3. Any employee who is re-employed after more than one hundred eighty (180) days is not entitled to credit for sick leave that accrued during prior County

1 service. Sick leave will begin accruing anew in accordance with Section 1.B. of this
2 article.

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

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

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

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

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

18 **1. Continuous Leave**

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

1 leave is not extended, and the employee does not return to work, the employee will be
2 deemed to have resigned.

3 **2. Intermittent Leave**

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

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

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

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

17 **3. Fitness for Duty**

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

23 **4. Occupational Exposure**

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

29 **5. Other Sick Leave Provisions**

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

1 **6. Catastrophic Leave**

2 The parties understand the County has an interest in revising the Catastrophic
3 Leave program during the term of this contract. Should the County decide to update its
4 catastrophic leave policy, the Union will be noticed and the parties will bargain the
5 impacts upon request.

ARTICLE 10
OTHER LEAVES

1. Leaves of Absence

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

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

2. Bereavement

An employee shall be granted not more than three (3) days leave of absence with full pay in event of death in the immediate family or immediate household of the employee to make household adjustments or to attend funeral services. If such funeral is beyond three-hundred-fifty (350) miles, the employee may be granted additional time for travel not to exceed three (3) additional days. With sufficient advance notice, bereavement leave days may be taken non-consecutively provided they are taken within thirteen (13) months from the date of first use. Employees may take unpaid bereavement leave up to a total of two (2) weeks pursuant to the Oregon Family Leave Act. Any additional leave shall be at the discretion of the Department Human Resources Director on the basis of the employee's travel and personal needs.

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

A: Parents

B: Step-Parents

- 1 **C:** Children
- 2 **D:** Step-Children
- 3 **E:** Siblings
- 4 **F:** Step-Siblings
- 5 **G:** Grandchildren
- 6 **H:** Grandparents
- 7 **I:** Siblings-in-Law
- 8 **J:** Parents-in-Law
- 9 **K:** Loss of pregnancy

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

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

15 **3. Jury Duty**

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

20 **4. Required Court Appearance**

21 An employee who is subpoenaed to appear on work related business on behalf
22 of the County shall be paid for time spent in court, depositions, or other required
23 preparation, and for related travel time in accordance with County policy. Under no
24 circumstance will employees be paid for time spent in a judicial proceeding or hearing
25 in which they or their union or association is the plaintiff or defendant. Employees who
26 are subpoenaed must make the subpoena known to their supervisor and the County
27 Attorney as soon as possible.

28 If a court appearance is required outside of the employee's normal schedule,
29 the time spent in court or depositions will be compensated as mandated hours.
30 Alternatively, if operations permit, the employee may work with their supervisor to
31 change their schedule for the week such that the Court appearance or deposition falls

on a scheduled work day. In such instances, time spent in court would not be compensated as mandated hours.

5. Parental Leave

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

6. Accrual of Benefits During Unpaid Leave

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

7. Military Service

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

ARTICLE 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%

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%

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%

c. Each eligible Part-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:

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%

B. Health Care Plan Changes During the Term of Agreement

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

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

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

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

C. Premium Calculations

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

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

D. Employee Contribution

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

E. Major Medical Plan Rebates

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

F. Opt-Out of Medical Plan Benefits

1. Employees may elect to Opt-Out of the County's medical benefit plan coverage by making that election during the benefit enrollment process. Employees making such an election must provide annually, an affidavit or other qualifying proof of other coverage that meets Minimum Essential Coverage criteria and is not coverage purchased from the individual market covering all tax dependents. Employees will not be eligible to change their election until the County's official annual

open enrollment period, unless the employee experiences an IRS recognized family status change event that would allow a mid-year health plan election change or qualifies for Special Enrollment under HIPAA.

2. Full-Time Employees Who Opt-Out

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

3. Part-Time Employees Who Opt-Out

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

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

G. Successor Plans and Vendors

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

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

H. Premium Reimbursement for Part-Time Employees

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

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

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

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

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

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

18 **I. Retirees**

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

21 **J. Default Enrollment**

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

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

plan if the employee requests dependent enrollment within fifteen (15) days of date default enrollment notice is issued.

K. Eligible Dependents (Enrollment & Termination of Enrollment)

1. Spouses and Domestic Partners

a. Definitions

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

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

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

(b) Has a close personal relationship; and

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

(1) Are not legally married to anyone;

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

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

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

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

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

b. Enrollment of Spouse/Domestic Partner

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

8 **2. Children**

9 **a. Definition**

10 "Eligible children" includes:

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

13 ii. A court appointed dependent of the employee or
14 employee's spouse/domestic partner to age twenty-six (26); or

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

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

20 a. the parent child is under age twenty-
21 six (26), and

22 b. both the parent child and grandchild
23 reside with the County employee.

24 Grandchild's eligibility for coverage ends upon the
25 parent child's twenty-sixth (26th) birthday, marriage date, or parent child and/or
26 grandchild no longer reside with the employee, whichever occurs first, unless the
27 County employee has legal custody of the grandchild.

28 v. An eligible dependent enrolled under the employee's
29 County sponsored health plan, who becomes permanently disabled prior to their
30 twenty-sixth (26th) birth date, may be eligible for continued health plan coverage after
31 reaching the usual maximum dependent age of twenty-six (26). Employees with a

dependent child in this situation should contact the County Employee Benefits Office three (3) months prior to the child's twenty-sixth (26th) birth date to initiate the eligibility review process.

b. Enrollment of Dependent Children

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

c. Taxability of Dependent Health Plan Coverage

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

3. Termination of Dependent Health Plan Coverage

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

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

b. Employees whose marriage or domestic partnership ends must submit a Statement of Dissolution of Marriage/Domestic Partnership and complete the benefit change process to report the event.

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

d. Employees who fail to remove an ineligible spouse, domestic partner, or child within sixty (60) days of the qualifying event and have not elected to purchase COBRA coverage for the terminated dependent may be required, retroactive to the coverage end date, to reimburse the County sponsored health plan

for claims incurred and paid while the former spouse, partner, or child remained enrolled but was no longer an eligible dependent.

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

Terminating Event	Coverage End Date
Divorce	End of month divorce became final
Dissolution of Oregon State registered domestic partnership	End of month dissolution of partnership became final.
Dissolution of domestic partnership initiated by Affidavit or Multnomah County Registry	End of month that partner moved out of shared residence
Childs reaches maximum dependent ages	End of the month that maximum age birth date occurs

L. When Benefits Coverage Begins and Ends

1. Coverage for New Employees

a. Medical and Dental Benefits

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

2. Benefits Coverage for Terminating Employees

a. Retirees

i. **County-Sponsored Coverage**

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

ii. **Continuation of Coverage through COBRA**

Retiring Employees may purchase continued coverage under 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 employee's last regularly scheduled working day in pay status:

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

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

ii. **Continuation of Coverage through COBRA**

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

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

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

Employees' benefits plan coverage will not be affected by unpaid leaves of absence of less than thirty (30) days' duration. Unpaid cost shares will be recovered from the employee when the employee returns to paid status.

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

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

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

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

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

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

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

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

ii. **Continuation of Coverage through COBRA**

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

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

1 a. Employees returning from a leave of absence
2 without pay during the same plan year will be reinstated to the same medical and dental
3 benefit plans (or successor plans) they had when their leave began. If they return from
4 leave the first (1st) day of the month, coverage will be in effect upon their return from
5 leave; otherwise, coverage will be in effect the first (1st) day of the month following their
6 return from leave.

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

15 **2. Retiree Medical Insurance**

16 Retirees from this bargaining unit shall be eligible to participate in the County's
17 medical and dental plans subject to the following provisions:

18 **A. Definitions**

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

25 **B. Right to Participate**

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

31 **C. Choice of Plan**

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

D. Retiree Responsibilities

The retiree shall be responsible for promptly notifying the Employee Benefits Office in writing of any changes in the retiree's current address and of any changes in retiree or dependent eligibility for coverage, including eligibility for Medicare.

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

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

1. Payment at Fifty-Eight (58):

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

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

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

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

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

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

3. Payment at Any Age:

The County shall pay one-half ($\frac{1}{2}$) of the monthly medical insurance premium on behalf of a retiree and the retiree's eligible dependents from the date of retirement until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had ten (10) years of continuous County service immediately preceding approval for PERS disability retirement.

F. Eligibility for Medicare

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

G. Part-Time Pro-Rating

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

H. Requirement to Continuously Participate

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

2. A retiree who retires on or after ratification of this Agreement will be allowed to leave County coverage, and then opt back on to a County plan, as a one-

time opportunity. To receive this benefit, however, the retiree must demonstrate continuous coverage under a plan that meets the minimum essential coverage requirements set forth under the Affordable Care Act (ACA), other than coverage on the individual market. The retiree must enroll within sixty (60) calendar days of loss of coverage under the qualifying non-County medical plan. The effective date of coverage will be the first day of the month on or after receipt of all enrollment forms.

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

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

I. State and Federal Tax Offset

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

J. Grandfathering Provision

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

K. Medical Health Plan

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

3 **L. Premium Contributions**

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

14 **3. Flexible Spending Accounts**

15 **A. Medical Expenses**

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

20 **B. Dependent Care Expenses**

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

25 **C. Transportation Expenses**

26 To the extent permitted by law, Transportation Reimbursement Plan
27 (TRP) accounts, which allow employees to pay for transit and parking with pre-tax
28 wages, will be available according to the terms of the Multnomah County
29 Transportation Expense Plan, as may be modified from time to time.

1 **4. Life Insurance**

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

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

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

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

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

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

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

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

29 **7. Long-Term Care**

30 Any bargaining unit employee covered by this agreement may participate in a
31 long-term care insurance program developed by the County and the Association

- 1 consistent with vendor contracts, the monthly premiums to be paid individually through
- 2 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 during the initial

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

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

3. Supplemental Benefits

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

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

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

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

4. Denied Claims

A. If an Oregon Workers' Compensation claim is denied, the employee's absence from work due to illness or injury shall, to the extent not compensated as Workers' Compensation time loss, be subject to the provisions of Article 9, Sick Leave.

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

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

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

13 **1.** Reimbursement of any premiums paid to the County for
14 medical/dental benefits, and

15 **2.** Any supplemental benefits not paid in accordance with "Section
16 IV" of this Article.

17 **5. Borrowing of Sick Leave**

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

20 **6. Benefits**

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

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

ARTICLE 13**DEFENSE AND INDEMNIFICATION**

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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. Definitions

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

A. Affected FTE Status

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

B. Affected Department

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

C. Affected Work Unit

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

D. Affected Work Site

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

E. Available Vacancy

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

F. Bargaining Unit Seniority

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

G. Bump

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

H. Classification Previously Held

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

I. Equivalent Classifications

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

J. Equivalent Transfer

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

K. FTE Status

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

L. Higher Classification

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

M. Inactive Layoff Status

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

N. Layoff

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

O. Limited Duration Layoff

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

P. Lower Classification

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

Q. Regular Status

The status a classified employee acquires upon successful completion of the initial 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 pursuant
6 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 under
21 subsection A of this section, the following rules shall govern the particular circumstance
22 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 shall
27 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 will
14 count, but time immediately before and following recall from an active recall list will be
15 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 which
22 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 termination,
26 or expiration of the employee's eligibility for recall while on inactive layoff status.

27 **D. Seniority of Exempt Employees**

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

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

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

3 **F. Seniority List**

4 **1.** Lists showing seniority within the County and seniority within
5 classification, as provided for in Article 14, Section 2, shall be provided to the
6 Association and posted on all Association bulletin boards by January 15th of each year.

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

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

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

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

20 **B. Designation of Work Units**

21 The County may re-designate the organizational boundaries of existing
22 work units by written notice to the Association by January 15 and post on Multco
23 Commons website under the Health Department and Department of County Human
24 Services nurse sections. In addition, the County may designate additional work units
25 at any time as new operations are added. Prior to such changes being made the parties
26 will meet and confer for the purpose of hearing why the change is needed and for
27 providing ONA representatives an opportunity to give feedback.

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

29 Within the affected classification and department, temporary, initial trial
30 service period and other employees who do not have regular status will be terminated
31 before employees with regular status are subject to layoff. An employee may voluntarily

1 choose to fill a vacancy outside of the employee's work unit provided such option is
2 available and does not adversely affect another regular employee's right to a vacancy
3 in the work unit.

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

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

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

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

20 **b. Second:** If there is no available vacancy pursuant to
21 Section 3.D.1.a. above, and bumping is necessary, the affected employee facing layoff
22 will be eligible to bump the least senior employee in the affected classification, FTE
23 and work unit unless this would leave the work unit without qualified employees to
24 perform the duties of a position in which special skills, defined in the manner set forth
25 below in Section 3.E. of this article, are required. If the least senior employee within
26 the work unit and classification is in a position requiring special knowledge, skills and
27 abilities (KSA) that the employee does not possess, then the affected employee facing
28 layoff may bump into the next least senior position and so forth, until reaching a position
29 held by a less senior employee where the employee can meet the position
30 requirements. If there is not an employee that can be bumped with less Bargaining

Unit Seniority in the classification, FTE status and work unit, then they will be reassigned in accordance with Section 3.D.2. Reassignment in the Department below

2. Reassignment in the Department

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

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

3. Reassignment in the County

a. First: If an employee is bumped pursuant to Section 3.D.2.b. above, the County shall transfer the employee, if eligible, to an available vacancy within the affected classification and FTE status in the County. If more than one employee is reassigned to vacancies at the same time, eligible employees shall be able to select a vacant lateral assignment based on Bargaining Unit Seniority. At the choice of the employee, a full-time employee may choose to fill a part-time position or a part-time employee may choose to fill a full-time position.

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

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

19 **d. Fourth:** If the employee cannot be demoted to a vacancy
20 pursuant to Section 3.D.3.c. above, and the employee has sufficient Bargaining Unit
21 Seniority, the employee shall bump the least senior employee who occupies a position
22 in the highest lower classification into which the employee is licensed, eligible to bump,
23 and within the affected FTE status in the County. If the least senior employee is in a
24 position requiring special knowledge, skills and abilities (KSA) that the employee does
25 not possess, then the affected employee facing layoff may bump into the next least
26 senior position and so forth, until reaching a position held by a less senior employee
27 where the employee can meet the position requirements. If there is not an employee
28 that can be bumped with less Bargaining Unit Seniority in the classification and FTE
29 status in the County, then the employee will be laid off in accordance with Section
30 3.D.4. below.

31 **4. Layoff**

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

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

10 **E. Bumping Eligibility**

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

13 **1. General Rule**

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

30 **2. Special Skill Eligibility Requirements**

The County shall maintain a list of positions that have special skill or certification requirements that are pre-requisites to occupying a particular position(s) pursuant to Section 3 above. The County will provide the list of positions with approved knowledge, skills, or abilities requirements to the union by January 15th. The County's list shall identify the specific position(s) to which the requirement applies and the nature of the requirement.

a. If layoffs are effective at the end of the fiscal year, the County must provide notification of any new KSAs prior to May 1st. Thereafter, the County may add cultural knowledge and bilingual KSAs, and other KSAs to vacancies or when there has been a substantial change in job duties necessitating a change in the minimum qualifications for the position, with the corresponding notification. The Department Human Resources Director will provide written notice to the Association whenever a position is added or deleted that requires a special skill or certification requirement per this section.

3. Exempt Employees

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

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

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

5. Initial Trial Service

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

6. Promotional Bumping Prohibited

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

4 **F. Layoff and Reassignment Notices**

5 **1. General Notice to Association**

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

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

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

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

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

1 **4. Recall Lists**

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

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

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

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

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

C. Exception to Removal from Recall List

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

D. Form and Timing of Recall Notice

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

5. Effect of Bumping or Recall on Wages and Benefits

A. Effect on Wages and Step Increase Date

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

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

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

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

E. Step Increase Date

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

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

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

8 **F. Vacation**

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

12 **G. Sick Leave**

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

17 **H. Insurance**

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

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

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

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

28 When there is a scheduled school closure during the calendar school year and
29 employees are not able to work at their normal job site or work is not available
30 elsewhere in the program as determined by Student Health Center Program
31 Management, employees may elect upon advance written request to use accrued

1 leave or leave without pay without first exhausting paid vacation, saved Holiday time
2 and/or compensatory time off.

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

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

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

13 D. **Limitation on Bumping and Recall from School Based Student**
14 **Health**

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

21 E. **Administrative Purposes Defined**

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

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

27 When implementing limited duration layoff or recall from such layoff the
28 County may deviate from the normal order of seniority layoff or recall otherwise
29 required by the parties' collective bargaining agreement. Such deviation shall not be
30 for a period exceeding twenty-one (21) calendar days. A more senior employee who
31 would have been retained or recalled but for the departure from normal seniority order

1 of layoff or recall may use vacation or leave without pay for the period between the
2 date the employee would have bumped or been recalled under normal procedures and
3 the effective date of the general Student Health Center summer layoff or recall as
4 determined by the Student Health Center Manager. In addition, such employees will
5 accrue seniority and be eligible for medical and dental insurance coverage as though
6 they were laid off or recalled in accordance with normal layoff or recall procedures.

7 **G. Initial Trial Service Employees**

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

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

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

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

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

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

30 **5.** An employee may refuse to accept work that is offered, with the
31 understanding that such refusal may affect eligibility for unemployment compensation.

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

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

13 Unpaid wages due to Student Health Center employees when the limited duration
14 summer layoff begins shall be made in the ordinary course in the employee's bi-
15 monthly paycheck, and is subject to the required/authorized tax withholdings and
16 deductions, as allowed under OAR 839-001-0420 (6). (For example, Student Health
17 Center employees that begin the limited duration summer layoff on or before June 15th,
18 will have the hours that they worked between June 1st and June 15th paid on the June
19 30th paycheck.)

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

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

1 **K. Alternative Benefits**

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

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

11 The County agrees to continue the medical, vision and dental benefits,
12 as well as employer paid Basic Life Insurance and Long-Term Disability Insurance,
13 without lapse in coverage, for Student Health Center employees who are subject to
14 school-break limited duration summer layoff. The employee's cost share for
15 medical/vision and dental benefits that accrue while they are on a limited duration
16 summer layoff will be collected from the employee's pay upon their resumption of work
17 following limited duration layoff. The County payroll will deduct up to ten (10%) of gross
18 wages per pay period, until paid in full.

19 **M.** The County agrees to apply for the "teacher's waiver" so that employees
20 laid off as the result of limited duration layoff who are rehired within ninety (90) days
21 will be reinstated with supplemental life and short-term disability insurance that was in
22 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 seven (7) working days of an employee's written notice of resignation, unless extenuating circumstances arise. The County will notify ONA if the seven (7) day period cannot be met, along with the reason. 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. The County will not fill any budgeted bargaining unit positions with agency or traveler staff for more than six (6) months without posting an open bargaining unit position, unless the agency or traveler is filling a leave of absence of more than six (6) months or if extenuating circumstances exist.

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 5-20-011 A. 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. The determination of an applicant's qualifications shall not be arbitrary or capricious. The County will make best efforts to include at least one (1) ONA-represented worker in an appropriate step of the interview process for any Nursing Supervisor, and the County will seriously consider their feedback in making the final hiring decision.

5. Minimum Time Served in a Position

Employees will serve a minimum of six (6) months in a position, including initial trial service employees, prior to being considered eligible for a transfer into another position. This provision shall not apply when an employee has been notified by the County that their position may be or will be impacted by budgetary reductions.

6. Trial Service Period

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

7. Temporary FTE Status Changes

A. Temporary FTE Status Changes - Increases

Temporary FTE increases that result in an FTE status change on a voluntary basis and is for six (6) months or less may be granted to an employee, in writing, provided the increase does not exceed 1.0 FTE, following the posting process below:

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

2. Temporary increases in FTE that result in an FTE status change on a voluntary basis that need to be extended past (6) months in length shall be re-

1 posted in accordance with the provisions of Section 7.D.1.a.-d. Above.

2 **3.** Before hiring agency, traveler, or locums employees for more than
3 one month, the County will determine if the need for additional FTE can be met by
4 current employees. Each site will maintain a sign-up list of employees who wish to
5 increase their FTE status within their site. Potential increases will be announced to all
6 employees on the site's list, and employees will have seven (7) calendar days to
7 confirm their continued interest. The additional FTE will then be awarded to interested
8 employees in seniority order.

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

10 An employee may request to temporarily reduce their FTE in writing,
11 resulting in an FTE status change. The request for reduction is subject to management
12 approval and will be based on business needs (which may include employee retention
13 and impact on staffing). Arrangements will be reviewed and approved on a case-by-
14 case basis and will not exceed six (6) months in duration. The grant or the denial of an
15 employee's request for an FTE reduction is subject to the grievance procedure through
16 Step II but will not progress to Step III or beyond.

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

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

ARTICLE 16
HOURS OF WORK

1. Normal Work Day

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

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

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

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

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

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

2. Work Week

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

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

7 **3. Meal and Rest Periods**

8 **A.** In accordance with Article 4, the County retains the exclusive right to
9 exercise the customary functions of management, including the assignment of work
10 schedules. All assigned work schedules will comply with Oregon law on rest and meal
11 periods.

12 **B.** An employee may request their immediate supervisor or designee to
13 extend or decrease the duration of their assigned meal period, or to combine the
14 assigned meal period with one or more rest periods. Such request may be approved if
15 the resulting meal period meets operational needs and remains legally compliant. No
16 portion of a 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 shall
21 provide for a fifteen (15) minute rest period during each four (4) hour portion of their
22 shift (if on a four (4) or eight (8) hour per day schedule), or during each five (5) hour
23 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 remain
25 at their work station or on standby in their assigned facility during their meal and/or rest
26 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 shall
30 be the employee's responsibility. An employee shall immediately notify their supervisor

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

4. Work Schedules

Work schedules showing work days and hours of work will be made accessible to employees at all times. Management may change work schedules with three (3) weeks' notice to affected employees, and with less notice in the following circumstances:

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

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

5. Shift Trading

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

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

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

6. Shift Flexing

LPNs, CHNs, and APCs may request to flex their schedule by working a different day within the same workweek. Such requests will be made pursuant to the site leave request procedure with at least one (1) week notice unless otherwise agreed, and will be assessed based on operational needs.

7. Weekend Provisions in 24-Hour Facilities

- A. Employees of twenty-four (24) hour facilities who are required to work a split workweek shall be provided one (1) weekend off in each two (2) week block. A weekend for purposes of this section shall mean Saturday and Sunday. If such an

employee works on any weekend which results in such employee receiving less than one (1) full weekend off in each two (2) week block, then such employee shall receive compensation at the rate of time-and-one-half (1-1/2) the employee's rate of pay for all such weekend hours worked on the weekend that was originally scheduled off.

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

8. Shifts in Excess of 10 Hours

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

9. Inclement Weather, Natural Disasters, and Essential Operations

A. General

1. All employees are expected to make every effort to attend work at their regularly assigned worksite and serve the public during inclement weather, natural disaster, or community emergency unless released from reporting by their supervisor or other authorized management representative. During such an event,

1 employees will be expected to consider weather or other conditions when planning
2 their commutes to and from work, and the County will consider weather or other
3 conditions before issuing discipline to an employee who is tardy or misses work.

4 **2.** The County Chair, Chair's Chief-Of-Staff, County Chief
5 Operations Officer, or other Chair designee may make countywide facility closure or
6 operations curtailment decisions. Those executives, and Department Directors and
7 their designees, may make Department facility closure or operations curtailment
8 decisions.

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

17 **4.** The County will, whenever possible, reassign any non-corrections
18 health employee to work from home with the necessary computer equipment to
19 perform assigned duties until such time as the facility or operation reopens or the
20 employee is reassigned to another work location. If an employee is not able to be
21 reassigned to perform work from home, they shall be compensated for regularly
22 scheduled work hours.

23 **B. Inclement Weather - Short Term (<48 Hours)**

24 **1. Operationally Essential Employees**

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

30 **b.** The County shall annually provide a list of Association
31 represented positions that have been designated Essential by October 1 each year;

the County reserves the right to revise the list as necessary. The County shall also provide description of the rationale or criteria for determining what positions or duties are essential during inclement weather. Positions that are intended to maintain an essential employee designation year over year shall have the essential designation included in their position description. Management retains the right to add or remove essential employee designations based on operational needs with at least 30 days notice, unless extenuating circumstances exist.

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

2. **Employees Not Designated Operationally Essential ("Non-Essential")**

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

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

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

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

ii. The school district in which an employee lives closes operations, then the employee takes accrued vacation, accrued sick leave, personal or saved holiday, compensatory time off, unpaid leave and then the County subsequently closes or curtails that employee's facility or program during the balance of their shift.

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

3 **d.** If an employee's site and operations are open, and the
4 employee is unable to report to work due to the weather conditions, the employee must
5 use accrued vacation, accrued sick leave, personal or saved holiday, compensatory
6 time off, unpaid leave, or may request an ad hoc flex of their schedule from their
7 supervisor.

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

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

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

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

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

21 In the event of a natural disaster or community emergency event
22 requiring non-routine emergency operations and support, the County may designate
23 positions and/or classifications as indispensable to the County's response operations
24 and those employees shall be required to report for duty. In such a circumstance,
25 provisions concerning notice, posting and changes to work schedules are suspended.
26 The County will allow an employee to take time off if required to prepare for or evacuate
27 their home due to an evacuation order of level 1 (READY), level 2 (SET), or level 3
28 (GO). In such event, the employee can access accrued vacation, accrued sick leave,
29 personal or saved holiday, compensatory time off, unpaid leave, or may request an ad
30 hoc flex of their schedule from their supervisor.

1 **E.** If management is unable to reassign employees to another work location,
2 to telework from home, or if there is not work available, employees shall be
3 compensated for regularly scheduled work hours. In the event that a teleworking
4 employee is:

5 **a.** Unable to perform their assigned duties due to power or internet
6 outages at home and is not able to be reassigned by management to work at an open
7 facility; or

8 **b.** An imminent evacuation order precludes them from being able to
9 telework from home;

10 Such employee shall be compensated for the remainder of their
11 scheduled work hours. If an employee's power or internet is restored or the evacuation
12 order is rescinded, the employee will continue working for the duration of their
13 scheduled shift.

14 **10. Job Share**

15 **A.** A job share is defined as a 1.0 FTE position that is held by two (2)
16 employees on a shared basis, thus each employee works .5 FTE. The two (2)
17 employees share the duties and responsibilities for the position, dividing the hours
18 equally between them. Each employee will be scheduled to work forty (40) hours during
19 two (2) work weeks.

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

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

ARTICLE 17**SAME-DAY REASSIGNMENT****1. Same-Day Reassignment Definition**

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

2. Same-Day Reassignment Procedure**A. Geographic Regions**

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

B. Reporting Location, Time and Mileage Reimbursement

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

1 be entitled to mileage reimbursement in an amount reflecting the distance between the
2 employee's regular work site and the work site to which they are reassigned, pursuant
3 to Article 17, Section 7.A. of this Agreement.

4 **C. Orientation**

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

14 **D. Rotation**

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

ARTICLE 18**WAGES****1. Wages****A. July 1, 2025**

1. Effective July 1, 2025, employees shall be compensated in accordance with the wage schedule attached to this Agreement as Addendum A, which by this reference is incorporated herein. Said schedule reflects a two point four percent (2.4%) increase over the wage rates in effect as of June 30, 2025.

2. Effective July 1, 2025, the Licensed Practical Nurses (LPNs) will also receive a market adjustment of 1.95%.

3. Effective July 1, 2025, the Community Health Nurses (CHNs) will also receive a market adjustment of 2.51%.

4. Effective July 1, 2025, the Advance Practice Clinicians (APCs) will also receive a market adjustment of 4.21%.

B. July 1, 2026

1. Effective July 1, 2026, the rates and ranges of employees covered by this Agreement shall be increased by three point five percent (3.5%).

C. July 1, 2027

Effective July 1, 2027, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the West-Size A Consumer Price Index for Urban Wage Earners and Clerical Workers Index for the second half 2025 to the second half 2026. The minimum percentage increase shall be no less than one percent (1%) and the maximum percentage increase no more than four percent (4%).

D. Market Adjustments

Effective July 1, 2026, the pay rates by classification will be adjusted if the County rates fall below market average by one-and-one half percent (1.5%) or more. Market average is defined as:

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

Hospital, and Virginia Garcia. Detailed information demonstrating calculations will be shared with ONA at least 30 days prior to implementation.

2. Comparable market rates shall be by classification, comparing Multnomah LPN, CHN and APC classifications with comparable positions that are similar in duties, responsibilities and educational requirements.

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

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

5. Step Placement

Employees shall be placed on the new pay scale at a step that matches their pay on June 30th unless an employee's anniversary date falls on July 1st, in which case they shall be eligible for a step increase on July 1st, otherwise employees will be eligible for a step increase on their anniversary date. Health Department employees shall not be maintained on a step that is lower than where they would be placed as an incoming New Hire under the Health Department Criteria for Hiring. In no event will employees be paid less than Step 1.

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

6. Comparable pay rates shall be pay rates effective January 1, 2026 of the market review year, taking into consideration delayed implementation subject to finalize wage rates which are subject to such actions as contract negotiations/finalized salary studies. Multnomah County pay rate for purposes of comparison shall include appropriate July 1, 2026 CPI adjustment.

Example: January 1, 2026, the County shall by classification (LPN, CHN and APC) collect January 1, 2024 wage data from the comparables. Once the County has compiled finalized January 1, 2026 wage rates and it is found that the CHN wage July 1, 2026 wage rate is below the midpoint of comparables by one- and

one-half percent (1.5%) or more the County CHN classification effective July 1, 2026 shall have a step adjustment as outlined in Section 1.D.5. above.

2. Shift Differential

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

A. Upon ratification of this agreement by the parties, an hourly premium of three dollars (\$3.00) for all hours worked on shifts beginning between the hours of twelve (12:00) noon and six-fifty-nine (6:59) p.m.; or

B. An hourly premium of six dollars (\$6.00) for all hours worked on shifts beginning between the hours of seven (7:00) p.m. and five-fifty-nine (5:59) a.m.

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

3. Work in a Higher Classification

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

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

4. Overtime

A. Where operational circumstances permit, all overtime shall be by prior approval by the authorized supervisor or assigned designee, or evaluated, if appropriate, and approved later. Unauthorized and inappropriate overtime may result in disciplinary action. The employer shall ensure that nurses assigned to see clients in

clinics have a means to request authorization to work overtime. The opportunity to make such request shall be made no sooner than the last hour of the regularly scheduled clinic day and not later than fifteen (15) minutes prior to the end of the day. In lieu of such opportunity, the employer may, at its discretion, issue standing orders to govern requests, in lieu of a daily request system, so long as the rule provides the employee clear guidance as to whether overtime is or is not authorized. When it is necessary for patient care and/or safety for the employee to continue working before receiving approval to work overtime, the employee may continue working until it is practical to report the need for working overtime.

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

1. In excess of eight (8) hours in any work day for a five- (5-) day-a-week employee;
2. In excess of ten (10) hours in any work day for a four- (4-) day-a-week employee;
3. In excess of forty (40) hours in any work week.
4. In excess of twelve (12) hours in any work day for employees working twelve (12) hour shifts pursuant to an agreement conforming with Article 16, Section 8.

The management of each unit shall develop a standard process for the assignment of all overtime, both mandatory and voluntary. Each unit shall make available its process for the assignment of overtime in the unit, and bring substantive changes to the OT process to NERC for discussion

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

C. Mandatory Overtime

1. Employees may sign up or volunteer for overtime shifts offered by the work unit. It is the desire of the parties that employees have at least twelve (12) hours of rest between shifts, but when mandatory overtime shifts become necessary

the four (4) hours of mandated work beyond the twelve (12) hours are paid at two times their rate of pay. A standard procedure is followed before mandatory shifts are instituted. The County will provide at least three (3) hours advance notice before mandating overtime shifts, when the staffing need is known more than three (3) hours in advance. If the County has knowledge of the need for mandated staffing more than three (3) hours in advance and fails to give the employee notice, the employee will receive penalty pay equivalent to three (3) hours pay at their base rate.

2. If the County identifies available alternative coverage, the employee initially mandated shall have the option of either (1) declining the overtime, or (2) working a minimum of four (4) hours of the overtime shift. The employee's position on the Mandated Overtime List shall only change if they elect to work at least four (4) hours of the mandated overtime shift.

3. ONA and the County will work together to continue to find ways to limit mandated overtime and will review mandated overtime at NERC upon request.

4. One-year Mandate Mitigation Pilot Program (July 1, 2026 - June 30, 2027 or upon ratification):

a. Annual Refusal Right: Employees may refuse a mandated shift once per fiscal year, provided another person is available to fill the needed role;

b. Back-to-back mandates: A nurse will not be assigned two consecutive 8-hour mandates. If a mandate is necessary on the second day, the nurse has the option to choose a shorter 4-hour mandate instead provided notice is given prior to the start of said mandate;

c. Scheduled blackout dates: Employees may notify their direct supervisor twice per year of a specific date (single day increments) they cannot be mandated, requiring at least four weeks advance notice;

d. Program may be extended by mutual agreement.

D. If the employer and employee voluntarily agree in advance that the employee will work longer hours one (1) day and offset them on an hour for hour basis by shorter hours on a work day in the same work week as provided by Article 16, Section 1, Subsection D above, no time worked on the longer work day is deemed

overtime for pay purposes. If such agreement is not made and implemented, regular overtime rules under Article 18, Section 4, Subsection A. above apply.

E. Compensatory Time

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

F. Employees shall generally have ten (10) hours of rest after the end of one (1) regular and mandatory shift (two (2) consecutive shifts) and the commencement of their next regularly scheduled shift. Employees who return to their next regularly scheduled shift without ten (10) hours of rest shall be paid one and one half (1 ½) times their regular base rate of pay for all hours worked on their next regularly scheduled shift. This pay is in addition to any other premium pay/shift differential for which the employee qualifies, but does not stack with overtime or double-time.

Employees may request the option of having ten (10) hours of rest before the beginning of their next regularly scheduled shift. If granted, the employee may charge the first two (2) hours of their shift to vacation, personal holiday, sick time, or leave without pay. This section does not apply to employees who voluntarily return with less than ten (10) hours between their shifts.

5. Stand-by and Call-Back Pay

A. Stand-by (Except APCs taking After Hours/On-Call Service in Corrections Health)

1. “Stand-by” is when an employee not on active duty volunteers to be available to return to active duty when notified by the department. The following provisions apply to employees who are placed on “stand-by.”

Employees shall be paid six dollars (\$6.00) per hour when they are on stand-by status.

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

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

12 **5.** The County will inform ONA prior to implementing this process.
13 Upon request, the parties may discuss feedback/suggestions at the next scheduled
14 NERC meeting.

15 **B. Call-Back**

16 Call-back occurs when an employee who is on stand-by is called in to
17 work after having left the County facilities. It shall not include work performed
18 immediately prior to or immediately after the regular daily work shift. When an
19 employee is on call-back, they are no longer on stand-by status. A nurse assigned
20 mandatory overtime is not on call-back.

21 Employees on call-back shall be compensated in compensatory time off
22 or payment for the time worked at one and one-half (1.5) times their straight time hourly
23 rate in addition to other applicable differentials. Such time and one-half (1.5) rate does
24 not stack on other time and one-half (1.5) or double times rates; only the higher rate
25 will be applied. Such employees are guaranteed a minimum credit of three (3) hours'
26 work for each occasion on which they are called in. In the event an employee is unable
27 to use earned compensatory time, then the employee shall receive payment for the
28 unused compensatory time at the overtime rate earned.

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

30 **A.** APCs in Corrections Health may be assigned After-Hours/On Call
31 service calls on a rotating basis.

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

8 **C.** APCs who take more than three (3) hours of Corrections Health After
9 Hours/On-Call Service calls, texts, and/or chats for each Monday through Friday “on-
10 call” shift and more than four (4) hours of Corrections Health After Hours/On-Call
11 Service calls, texts, and/or chats for each weekend “on-call” shift shall be paid at their
12 regular rate of pay in fifteen (15) minutes increments. If a person giving advice by
13 phone talks, texts, and/or chats for ten (10) minutes the employee shall be paid for
14 fifteen (15) minutes. If a person giving advice by phone talks, texts, and/or chats for
15 twenty-five (25) minutes the employee shall be paid for thirty (30) minutes, etc. Multiple
16 calls, texts, and/or chats less than fifteen (15) minutes between the end of the 1st and
17 beginning of the 2nd (or more) calls, texts, and/or chats will be considered one (1) call,
18 text, and/or chat.

19 **7. Reporting Pay**

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

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

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

1 **B.** To qualify for the one hundred dollars (\$100.00) for full-time employees'
2 and seventy dollars (\$70.00) for part-time employees' mileage base reimbursement,
3 employees must be required by the County, as a condition of their current job
4 assignment, to have a vehicle available daily. They must routinely report to more than
5 one (1) site in a day and/or be required to make field visits. The one hundred dollars
6 (\$100.00) for full-time employees and seventy dollars (\$70.00) for part-time
7 employees, per month base reimbursement shall be for vehicle maintenance and
8 insurance allowance.

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

12 **9. Parking**

13 **A.** For those employees required to use their vehicle, determined by the
14 County, as a condition of employment and whose permanent reporting station is the
15 downtown core area (Defined as Lovejoy N, Market S, Naito Parkway E, Hwy 405 W),
16 parking shall be provided for each employee by the County within a reasonable
17 distance of that location. In addition, the County agrees to meet with the Building
18 Security Sergeant and the Association to coordinate means whereby a nurse assigned
19 to a downtown jail facility during night operation may, upon request, be escorted to the
20 nurse's parking place.

21 **B.** Employees entitled to but unable to find parking as provided for in item
22 "A" above shall be reimbursed for any parking fees incurred in the course of business.
23 In addition, the following shall apply to an employee who is not required to use their
24 personal automobile as a condition of employment. If such employee is authorized to
25 use the employee's personal automobile on County business, the employee will be
26 reimbursed for parking fees necessary on such business. However, no reimbursement
27 will be made if, in light of the nature of the business, the employee's schedule, and any
28 equipment that the employee must carry to the business site, the employee could have
29 reasonably parked at any County lot designated by the Department for such use. The
30 employee's immediate supervisor shall determine whether to authorize such ad hoc
31 use of personal automobiles. Such authorization shall only be valid if received by the

1 employee in writing in advance of the trip. A copy of such authorization shall be
2 submitted with the employee's parking reimbursement request. Supervisors shall make
3 every effort to facilitate the use of less congestive alternative transportation, insofar as
4 practical, before authorizing such ad hoc use. The County agrees to establish a
5 procedure in cooperation with ONA for reimbursement of such fees. Early Childhood
6 Services (ECS) employees who are regularly assigned to the Southwest/Northwest
7 area of the City with metered streets, shall be compensated an additional ten dollars
8 (\$10.00) per month above the regular mileage reimbursement base.

9 **10. Transit Subsidy**

10 **A. Statement of Purpose**

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

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

20 **B. Scope of Subsidy**

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

25 **2.** It will be the employee's responsibility to request a TriMet pass
26 from the Employee Benefits Office. Instructions for obtaining the TriMet pass will be
27 available through Employee Benefits and will be included in new hire packets.

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

31 **C. Procedural Requirements**

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

5 **11. Pay Upon Promotion**

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

9 **12. Pay Upon Entry**

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

17 **13. Nurse Practitioner Certification**

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

21 **14. Lead Assignments**

22 **A. Compensation**

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

27 **15. Retirement**

28 **A. PERS/OPSRP Membership**

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

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

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

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

9 **C. PERS Pick-Up**

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

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

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

1 **16. Corrections Nursing Premium**

2 An hourly premium of twelve percent (12%) of base rate will apply to: (1) all
3 hours paid to employees assigned to one of the correctional facilities on an ongoing
4 basis, or (2) hours worked in one of the correctional facilities outside of the regularly
5 scheduled work hours/days for employees assigned on an intermittent *ad hoc* basis.
6 All Psychiatric Mental Health Nurse Practitioners (PMHNPs) will receive an additional
7 ten percent (10%) premium on all hours worked in a correctional facility.

8 **17. Psychiatric Mental Health Nurse Practitioners (PMHNPs) Specialty**
9 **Premium**

10 All regular, on-call, and temporary APCs working in health centers as
11 Psychiatric Mental Health Nurse Practitioners (PMHNPs) will receive a twelve percent
12 (12%) additional premium.

13 **18. Weekend Differential**

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

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

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

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

29 Where an error occurs, which results in a negative impact on the employee,
30 upon notification by the employee, and verification by the County Payroll Division,

1 payment in correction of the error shall be made in the employee's paycheck for the
2 current pay period.

3 **20. Longevity Pay**

4 **A.** Employees who have five (5) years of service in positions covered by the
5 ONA bargaining unit shall receive a longevity pay increase of two percent (2%) above
6 the base step rate the employee would otherwise receive.

7 **B.** Employees who have ten (10) years of service in positions covered by
8 the ONA bargaining unit shall receive a longevity pay increase of two and a half percent
9 (2.5%) above the base step rate the employee would otherwise receive.

10 **C.** Employees who have twenty (20) years of service in positions covered
11 by the ONA bargaining unit shall receive a longevity pay increase three percent (3%)
12 above the base step rate the employee would otherwise receive.

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

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

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

- 21 **1.** A language KSA has been assigned for the position.
22 **2.** An employee has received direction from management to
23 translate on a routine basis.
24 **3.** Because of their assigned duties, an employee is routinely
25 translating in the course of their employment with the County.

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

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

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

4 **D.** A differential of four percent (4%) over base rate will be paid to
5 employees in positions that have an additional Culturally-Specific Knowledge, Skills,
6 and Abilities (KSA) minimum qualification attached to them. An employee may not
7 simultaneously receive bilingual pay and culturally-specific KSA premiums (e.g.,
8 premiums for a Vietnamese Culturally-Specific KSA and Bilingual pay for speaking
9 Vietnamese).

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

11 A preceptor differential shall be paid to eligible preceptors in the amount of four
12 dollars (\$4.00) per hour for each hour worked as a preceptor. An eligible preceptor
13 shall be defined as a Health Department bargaining unit member who has been
14 assigned by their manager to act as a preceptor. Managers may condition assignment
15 as a preceptor on the employee's completion of a health preceptor education program.
16 Preceptor differential is paid to employees assigned to precept new employees, current
17 employees changing service area, agency workers, and students.

18 **23. Deferred Compensation Plan**

19 Subject to applicable federal regulations, the County agrees to provide a
20 deferred compensation plan that provides for payment at a future date for services
21 currently rendered by the eligible employee. Effective the first of the month following
22 ratification of the agreement by the Board of County Commissioners each new initial
23 trial service, regular, and limited duration employee will be automatically enrolled in the
24 County's Deferred Compensation program, at the rate of five percent (5%) of their pre-
25 tax wages, unless the employee chooses to opt out.

26 **24. Operationally Essential Assignment Compensation**

27 **A.** Employees in positions that have been designated as Operationally
28 Essential Assignments shall receive two (2) saved holidays, at the number of hours
29 described in Article 7, Section 1.B., on October 16th of each year. An employee who is
30 hired into or transfers into an Operationally Essential Assignment after October 16th, but
31 before January 1st of the same fiscal year, will receive two (2) saved holidays effective

to the date of their transfer. An employee who is hired into or transfers into an Operationally Essential Assignment on or after January 1st, but before March 15th of the same fiscal year, will receive one (1) saved holiday effective to the date of their transfer. An employee who is hired into or transfers into an Operationally Essential Assignment after March 15th will receive no saved holidays for the fiscal year.

B. An employee who terminates employment or transfers out of an Operationally Essential Assignment after October 16th, but before January 1st of the same fiscal year, shall have one (1) saved holiday deducted from their accrued leave; if the employee has already used both saved holidays, they will have one (1) vacation day deducted from their accrued leave or will have a negative balance.

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

25. Same-Day Reassignment Differential

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

26. Repayment of Relocation Reimbursement

APCs who have been provided with a Qualified Moving Expense (QME) Reimbursement described in Multnomah County Administrative Procedure FIN-17 or its successor, must repay the disbursed reimbursement to the County if the APC voluntarily terminates County employment prior to the passage of one (1) full year. Exceptions to the one (1) year requirement may be made upon mutual agreement between the Association and the County based on hardship or emergency circumstances. APCs receiving a (QME) Reimbursement shall be informed of these requirements prior to the disbursement in writing; if the APC was not notified of these requirements, the County may not recoup the QME Reimbursement.

27. Certification Pay

Effective July 1, 2026, an employee who meets the requirements of this section

1 shall receive a two dollar (\$2.00) per hour certification differential.

2 **A.** The employee must have a current qualifying certification on file with
3 Human Resources relevant to the employee's position. Initial eligibility for the
4 certification differential will begin on the first full pay period following submission of the
5 certification to Human Resources. Eligibility for the certification differential will stop
6 beginning with the first full pay period following the expiration date of the certification,
7 unless the nurse submits reasonable proof to Human Resources of certification renewal
8 before that date. If the proof is submitted to Human Resources within sixty (60) days
9 after that date, the certification differential will be paid from the renewal date. If the proof
10 is submitted to Human Resources more than sixty (60) days after the renewal date, the
11 certification differential will be resumed beginning with the first full pay period following
12 the submission.

13 **B.** Only one (1) certification and one (1) certification differential will be
14 recognized at a time for the purposes of this section.

15 **C.** The County will, in its discretion, specify what certifications will be
16 recognized for each position, and will provide ONA an opportunity to provide feedback
17 on the list.

18 **D.** If an employee transfers to another position, the employee will retain their
19 certification differential for one (1) year, provided their certification has not expired. After
20 one (1) year, the employee will only be eligible for certification differential for
21 certifications approved for their current position.

22 **E.** Within 60 days of ratification, the parties will meet to discuss certification
23 being considered as a criteria for the layoff and bumping process.

ARTICLE 19**PERFORMANCE EVALUATION**

1
2
3
4 **1.** All bargaining unit members shall receive a performance evaluation on an
5 annual basis. Clinical nursing reviews, including direct clinical observation, chart
6 reviews and all other clinical practice shall be performed by an appropriate licensed
7 nursing personnel.

8 **2.** Evaluations for nurse practitioners and physician assistants shall include input
9 from appropriate providers that share a similar clinical practice. Appropriate licensed
10 nursing personnel shall be present.

11 **3.** Evaluations, including observations conducted for the purpose of nursing
12 practice evaluations, for Licensed Community Practical Nurse and Community Health
13 Nurse shall be conducted by appropriate licensed nursing personnel.

14 **4.** Bargaining unit employees may use the comment section(s) on the performance
15 evaluation to provide feedback on how management supports their goals.

16 **5.** All tasks related to the evaluation process will be completed during the
17 employee's scheduled hours, unless otherwise agreed between management and the
18 staff member. Management will work with staff to ensure they are provided reasonable
19 time to complete the respective tasks.

20 **6.** Management will provide specific examples of performance concerns when
21 reviewing those concerns with an employee. When management receives feedback
22 from a coworker who wishes to keep their identity confidential, management will do so
23 to the extent possible. An employee may submit written comments and other materials
24 relevant to their performance appraisal, which shall be attached to the appraisal and
25 placed in the employee's personnel file.

26 **7.** Every employee shall receive a performance appraisal at the end of a trial
27 service period.

ARTICLE 20**PROFESSIONAL STAFF DEVELOPMENT****1. Continuing Education (Upon Completion of Initial Trial Service Period)****A. Advance Practice Clinicians****1. Requirements**

The County shall pay Advanced Practice Clinicians' (APCs') applicable board and Oregon licensure certification as of the date of the annual or biennial billing. Each APC will participate in at least forty (40) hours per year of accredited continuing education activities as required for applicable board and licensure certification and which are directly related to the employee's responsibilities. APCs are responsible for tracking their CME hours as required by their board certification. Records of participation should be submitted at each annual performance evaluation.

2. Request for Education and Training Time

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 education and training on their time off request platform. Managers and employees will be responsible for tracking paid leave.

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

3. Paid Leave and Allowable Expenses for Educational Activities

a. The County will provide three thousand dollars (\$3,000) per fiscal year per employee for employees assigned 1.00 FTE, and on a straight prorated basis for employees assigned less than 1.00 FTE, for fees and expenses associated with Professional Association membership and/or attending Continuing Medical/Nursing Education training; unused funds will not be carried over from year to

1 year. Proposed CME training must be pre-approved by the employee's supervisor.
2 Travel and training process concerns should be brought to the Nurses Employment
3 Relations Committee (NERC) for review and recommendation.

4 **b.** Allowable expenses include tuition, travel, meals and
5 lodging, certification examination fees, books, journal subscriptions, and home study
6 courses. Books and journals purchased through travel and training funds are the
7 property of Multnomah County and must remain at the worksite for the use of all staff
8 members.

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

12 **d.** Full-time employees shall be given five (5) days per fiscal
13 year to attend Continuing Medical Education training. Those employees working fewer
14 than forty (40) hours per week shall receive time off on a prorated basis, based on
15 FTE.

16 **e.** An employee who has provided notice of resignation may
17 request during the notice period a prorated amount of annual CME hours and funding;
18 however, APCs who provide at least 90 days' notice of resignation may request the
19 entire year's amount of CME paid leave and funding.

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

26 **g.** Non-exempt employees attending conferences on days
27 they do not normally work may request flex time during that same work week. It cannot
28 be saved up to be taken at a later time. If an employee is approved to attend a
29 conference on their regularly scheduled days off, and is unable to flex, they will not be
30 eligible for two (2) times their normal hourly rate of pay for having worked on their
31 second, third, etc. day of rest as described in Article 18, Section 4.B. Exempt

employees attending conferences on days they do not normally work may request flex time during the same pay period.

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

i. Employees will be responsible for accurate entry of time off as “educational leave” on their timesheet. Managers may ask for documentation of attendance if desired.

B. Community Health Nurse (CHN) and Licensed Community Practical Nurses (LPN)

1. Eligibility

a. Each Community Health Nurse and Licensed Community Practical Nurse will be eligible to take up to thirty-two (32) hours paid leave per fiscal year (pro-rated by FTE for part-time employees) for education activities which are directly related to the employee’s responsibilities.

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

2. Request for Educational Time

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 code education and training taken in Workday. Managers and employees will be responsible for tracking paid leave.

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

1 **2. Unpaid Educational Leave**

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

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

9 **3. Tuition Reimbursement**

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

15 **1.** Required as a prerequisite to enroll in a BSN or MSN program, or;

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

21 **3.** Required for moving from a Licensed Community Practical Nurse
22 to a Registered Nurse/Community Health Nurse.

23 **4.** Required for moving from a Registered Nurse/Community Health
24 Nurse to an Advance Practice Clinician.

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

28 **B.** In addition, employees who have been granted leaves of absence with
29 or without pay for educational purposes to attend conferences, seminars, briefing
30 sessions, or other functions of a similar nature that are intended to improve or upgrade
31 the individual's skill or professional ability, will have the cost of registration and/or

1 incidental expenses paid by the County upon prior approval of the Department head.
2 Priorities for expenditures of any funds under this section shall be established by the
3 County by considering together under the same criteria all pending requests for such
4 funding made by bargaining unit members.

5 **4. In-Service Classes**

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

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

19 **5. Licensing Fees**

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

23 **6. Precepting for Advanced Education**

24 The County will give preference to bargaining unit employees who require
25 precepting as part of their education, subject to availability of space and preceptors.

ARTICLE 21
EMPLOYMENT STATUS

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, Advanced Practice Clinicians 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. Separation Interviews

In the interest of quality improvement and employee retention, upon separation of employment, full-time, part-time, and on-call 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 be 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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4 **1.** Employees may be subject to corrective action by oral warning, written warning,
5 final written warning, or dismissal; provided, however, that such action shall take effect
6 only after the appointing authority gives written notice to the Association, an ONA
7 Officer and/or Grievance Chair. This notice provision shall not apply to oral warnings.
8 Corrective action will be progressive, consistent with the principles of just cause. The
9 County may skip one (1) or more steps depending on the facts of each situation and
10 the nature of the offense, consistent with just cause.

11 **2.** Any permanent, non-initial trial service employee who is dismissed shall have
12 the right to appeal the action solely and exclusively through the Grievance Procedure.
13 The Association may submit such grievance at Step II or Step III of the grievance
14 procedure. The standard of review of disciplinary actions appealed under this sub-
15 section shall be the just cause standard.

16 **3.** Any non-initial trial service employee who is given a written warning may utilize
17 the first three steps of the grievance procedure (in succession) in order to appeal and
18 solicit modification or withdrawal of the action taken. Any employee who is given a
19 written warning shall have the right to have their written and dated response placed in
20 their personnel file. Any employee may request and have removed from their personnel
21 file any written warning and/or reference to written warning and any response by the
22 employee which is more than two (2) years old; provided, that no subsequent
23 disciplinary action has been taken (within the two (2) years prior to the date of the
24 request) for reoccurrence of the same or similar problem(s) giving rise to the original
25 oral or written warning.

26 **4.** Oral reprimands will not be memorialized in writing to the employee and will not
27 be placed in the employee personnel file, but instead be kept in confidential supervisor
28 and/or human resources files. If there has been no subsequent discipline issued since
29 the oral reprimand was given, oral reprimands which are more than two (2) years old
30 will not be considered in any subsequent discipline.

- 1 **5.** The County will make every reasonable effort to deliver corrective action in a
- 2 manner that will not embarrass the employee before other employees or the public.
- 3 **6.** Any employee found to be discharged without cause shall be reinstated with full
- 4 compensation for all lost time and with full restoration of all other rights and conditions
- 5 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 thirty (30) 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 thirty (30) 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 thirty (30) calendar days, provided however, that a written request for thirty (30) 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 thirty (30) calendar days after the response is due from the supervisor. The Department Director or Department Human

Resources Unit shall respond to the employee or the employee's representative, in writing, within thirty (30) calendar days.

C. Step III - Labor Relations

If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the grievant or representative to the County Labor Relations Manager or the Labor Relations Manager's designee, within thirty (30) calendar days after the response of the department head is due. The Labor Relations Manager, or the Labor Relations Manager's designee(s), shall respond in writing to the grievant or representative within thirty (30) calendar days.

D. County Grievances

When the County has a grievance, it may be presented in writing to the Association through the Labor Relations Manager or the Labor Relations Manager's representative. The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the Board of Adjustment is unable to resolve the dispute within thirty (30) calendar days of the notification to the Association, then the County may request arbitration under Step V of this Grievance Procedure, by written notice to the other party. This procedure for County grievances is not exclusive and the County expressly retains the right to alternately proceed with any other action, including court proceedings, it may deem in its discretion to be advisable or warranted.

E. Step IV - Arbitration Request

If the grievance has not been answered or resolved at Step III, either party may, within thirty (30) calendar days after the expiration of time limit specified in Step III, request arbitration by written notice to the other party.

F. Step V - Arbitration

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

1 One (1) day shall be allowed for the striking of each name. The final name left on the
2 list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing
3 upon a permanent arbitrator or 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 decision
12 within thirty (30) days after the conclusion of testimony and argument. The parties
13 hereby vest the arbitrator with authority to compel the attendance of witnesses on
14 behalf of either party by issuance of a subpoena, the cost of which shall be borne by
15 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 terms
18 of the Contract. The arbitrator's decision shall be within the scope and terms of the
19 Contract and in writing. Any decision of the arbitrator may provide for retroactivity not
20 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. The
23 "losing party" shall be designated by the arbitrator but shall be one (1) or the other of
24 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

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

2. Processing Grievances

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

3. County-Association Grievance Meetings

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

4. Filing Timelines

Submission at each step of the grievance procedure will be considered timely if they are sent by facsimile, emailed, post-marked or delivered by eleven-fifty-nine (11:59) p.m. of the last day. Failure on the part of the moving party to process grievances within the time limits at any step, in accordance with the provisions of this Article shall constitute a waiver of the grievance. Timelines at any stage of the grievance procedure may be extended by mutual agreement between the County and the Association. The parties agree that the timelines for filing and responding to a grievance at any step will be held in abeyance from the last business day prior to the observed Christmas Day holiday to the first business day after the observed New Year's Holiday.

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 all
13 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 bargaining
21 unit chairperson or designee of the schedule for Department orientation sessions.

22 **7. Safety**

23 **A.** Multnomah County is committed to providing a safe and healthful
24 workplace. The County is committed to following Administrative Procedure RSK-15,
25 Injury and Illness Prevention Plan, that governs the development and implementation
26 of management's commitment to employee safety and health to comply with the self-
27 insured requirements of OAR 437. The Health department specific plan includes
28 frequency of inspections, safety committee requirements, and avenues to identify and
29 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 job
19 class in the bargaining unit, who are Association members in good standing. The two
20 (2) employees from each job class shall be from different divisions. The PNCC will
21 meet for up to four (4) hours every other month. One (1) of these hours will be planning
22 time for ONA representatives only. The PNCC will create a charter to be updated
23 annually and provide the updated charter and minutes of its meetings to Nurse
24 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 to
6 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 Procedure for advancing claims: An employee who suffers loss of personal
11 property arising out of the performance of their duties and who has their claim for
12 reimbursement denied by the County, may submit such claim to the Department
13 Human Resources Manager or their designee(s) for review at the next County-
14 Association meeting. In no event will payment be made when the employee's loss is
15 recoverable through any insurance claim available to the employee. Approval of claims
16 shall be subject to agreement by 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 (or the Oregon Medical
20 Board) and within the job requirements of their position. The Association may bring to
21 the County's attention any concerns with staffing that it believes would put a nurse in
22 a position where they may work outside of their scope of practice.

23 **12. Information Requests for Protected Health Information**

24 Protected Health Information (PHI) provided in response to a request by the
25 Association under the Public Employees Collective Bargaining Act (PECBA) shall be
26 de-identified in accordance with Health Insurance Portability and Accountability Act
27 (HIPAA) requirements. If identifiable PHI is required, a written Authorization or Release
28 of Information (ROI) must be obtained from the individual or their authorized
29 representative that include all required elements under 45 CFR 164.508.

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

20 **2. Nothing in this Article shall preclude**

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

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

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

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

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

ARTICLE 27
TERMINATION

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4 This Agreement shall be effective July 1, 2025, and shall remain in full force and
5 effect through the 30th day of June 2028, subject to the reopener exception set forth in
6 Article 9, Section 5. This Agreement shall be automatically renewed from year-to-year
7 thereafter, unless either party shall notify the other in writing no later than February 1,
8 2028, or one-hundred-twenty (120) days prior to any subsequent anniversary date that
9 it wishes to modify the contract for any reason. The contract shall remain in full force
10 and effect during the period of negotiations.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 7th day of
May, 2026.

OREGON NURSES ASSOCIATION

Michelle Chau
Michelle Chau, Chair

Kennedie Boehm
Kennedie Boehm, Vice Chair

Jon LeClair
Jon LeClair, Secretary

Kenneth Logan Rathman
Logan Rathman, Treasurer

Kristina Bode
Tina Bode, Member at Large

Margie Rogers
Margie Rogers, Grievance Chair

Abby Wagner
Abby Wagner, Bargaining Team

NEGOTIATED FOR THE UNION BY:

Jocelyn Pitman
Jocelyn Pitman
Labor Relations Representative
ONA

MULTNOMAH COUNTY, OREGON

Jessica Vega Pederson
Jessica Vega Pederson, County Chair

Megan Moyer
Megan Moyer, Commissioner

Shannon Singleton
Shannon Singleton, Commissioner

Julia Brim-Edwards
Julia Brim-Edwards, Commissioner

Vince Jones-Dixon
Vince Jones-Dixon, Commissioner

NEGOTIATED FOR THE COUNTY BY:

Elizabeth Calixtro
Elizabeth Calixtro
Interim Labor Relations Director
Department of County Management

REVIEWED BY:

Kathryn A. Short
Kathryn Short, County Attorney

ADDENDUM A**SALARY SCHEDULE FOR ONA BARGAINING UNIT****Wages effective July 1, 2025**

A. Effective July 1, 2025 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, 2025 rates.

<u>CLASSIFICATION</u>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
LICENSED COMMUNITY PRACTICAL NURSE	\$29.95	\$31.04	\$32.28	\$33.43	\$34.67	\$35.67	\$36.79	\$37.84	\$39.03
COMMUNITY HEALTH NURSE	\$48.71	\$50.55	\$52.44	\$53.97	\$55.61	\$57.29	\$59.03	\$60.80	\$62.61
Advanced Practice Clinician	\$65.87	\$68.53	\$70.55	\$72.68	\$74.85	\$77.08	\$79.42	\$81.79	\$84.24
Advanced Practiced Clinician (Exempt)	\$5,708.73	\$5,939.45	\$6,113.99	\$6,298.57	\$6,488.15	\$6,680.75	\$6,882.38	\$7,089.02	\$7,301.68

Wages effective July 1, 2026

B. Effective July 1, 2026 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, 2026 rates.

<u>CLASSIFICATION</u>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
LICENSED COMMUNITY PRACTICAL NURSE	\$31.00	\$32.13	\$33.41	\$34.60	\$35.88	\$36.92	\$38.08	\$39.16	\$40.40
COMMUNITY HEALTH NURSE	\$50.41	\$52.32	\$54.28	\$55.86	\$57.56	\$59.30	\$61.10	\$62.93	\$64.80
Advanced Practice Clinician	\$68.18	\$70.93	\$73.02	\$75.22	\$77.47	\$79.78	\$82.20	\$84.65	\$87.19
Advanced Practiced Clinician (Exempt)	\$5,908.54	\$6,147.34	\$6,327.98	\$6,519.02	\$6,715.24	\$6,914.58	\$7,123.26	\$7,337.14	\$7,557,24

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

Except when performing authorized job duties or tasks in accordance with the law, management instructions, and the Multnomah County Personnel Rules, 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 required as part of the job and is legally permissible. An

exception will be sealed alcohol containers for gift purposes. Supervisors must be notified when such containers are brought to the workplace. The “workplace” includes vehicles parked on County property.

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

c. Not solicit, distribute, dispense, or sell prescription medications except when required as part of the job and is legally permissible.

d. Not possess or consume prescription medications without valid prescription.

2. Possession, Consumption, and Distribution of Alcohol and Drugs While Off Duty on County Premises

Employees shall:

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

b. Not use or distribute alcohol without authorization.

3. Fitness for Duty

Employees shall:

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

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

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

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

5 e. Keep themselves informed of the effects of any prescription
6 or non-prescription medications by obtaining information from health care providers,
7 pharmacists, medication packages and brochures or other authoritative sources in
8 advance of performing work duties.

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

17 4. **Cooperation with Policy Administration**

18 Employees shall:

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

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

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

1 d. Complete any assessments or treatment programs
2 required under this Policy.

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

6 f. Disclose promptly (upon the next working day) and fully to
7 the employee's supervisor:

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

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

16 **C. Levels of Discipline**

17 1. The level of discipline imposed on non-initial trial service
18 employees for violation of the Alcohol and Drug Policy Work Rules above or other
19 violations resulting from the use of alcohol or drugs will be according to the provisions
20 of Article 22, Disciplinary Action.

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

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

- 28 a. carrying firearms
29 b. works in the criminal justice system
30 c. responsibility for public safety or the safety of coworkers
31 d. handling narcotics or other controlled substances

1 e. handling hazardous equipment or materials

2 f. influencing the behavior of minors

3 g. holding a Commercial Driver's License

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

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

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

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

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

23 b. The parties understand the offering of a Last Chance
24 Agreement is discretionary by the County, and when such an agreement is offered, the
25 terms are for the duration of the employee's employment with the County. The offer of
26 a Last Chance Agreement will not set precedent for the discipline of other employees
27 in the future. Any discipline incorporated in a Last Chance Agreement may not be
28 grieved under the provisions of Article 23 Section 1, Grievance Procedure.

29 **D. Mandatory Assessment and Treatment**

30 1. Employees who are disciplined for conduct which is related to the
31 use of alcohol or drugs may be required to undergo assessment and to complete a

1 program of education and/or treatment prescribed by a Substance Abuse Professional
2 selected by the County. Employees who test positive for alcohol or controlled
3 substances may be required to undergo assessment at management's discretion,
4 regardless of whether disciplinary action has been taken or a Last Chance Agreement
5 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, as
29 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 which

1 apply to all employees. For example, unlike other employees, CDL holders will be
2 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 the
8 influence of drugs, controlled substances, or alcohol. Examples include, but are not
9 limited to: slurred speech, alcohol on the breath, loss of balance or coordination, dilated
10 or constricted pupils, apparent hallucinations, high absenteeism or a persistent pattern
11 of unexplained absenteeism, erratic work performance, persistent poor judgment,
12 difficulty concentrating, theft from office or from other persons, unexplained absences
13 during office hours, or employee's admission of use of prohibited substances.

14 **2. Supervisory Training**

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

19 **3. Lead Worker**

20 Lead workers who oversee day to day work activities are
21 "supervisors" for the purposes of establishing reasonable suspicion and directing
22 employees to be tested on that basis. This provision applies to lead workers who
23 supervise or act as lead workers as part of their job description, as well as to those
24 who receive premium pay under Article 18.14, Lead Assignments.

25 **4. Additional Precautions**

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

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

1 **b.** The supervisor shall provide upon request within forty-eight
2 (48) hours of the oral determination of "reasonable suspicion" a written specification of
3 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 or
7 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 are
11 not limited to, those governing sample acquisition, the chain of custody, laboratory
12 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 trained
16 in toxicology to act as an MRO (Medical Review Officer). In the case of positive tests,
17 the MRO will attempt to contact employees to review preliminary positive test results
18 with employees and any relevant health care providers before the results are reported
19 to the County. Based on the MRO's professional judgment, the MRO may change the
20 preliminary test result to negative. The County will not be able to distinguish a test
21 result that is negative by MRO intervention from any other negative result.

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

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

28 **ii. Appeals**

29 If an employee disagrees with the results of the
30 alcohol or drug test, the employee may request, in writing, within five (5) days of receipt
31 of test results, that the original sample be re-tested at the employee's expense by the

1 testing laboratory. The result of any such retest will be deemed final and binding and
2 not subject to any further test. Failure to make a timely written request for a retest shall
3 be deemed acceptance of the test results. If an employee requests a retest, any
4 disciplinary action shall be stayed pending the results of the re-testing.

5 **2. Alcohol Testing**

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

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

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

16 **5. Definitions**

17 **A. Alcohol**

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

20 **B. Controlled Substance**

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

25 **C. County**

26 Multnomah County, Oregon.

27 **D. Drug Paraphernalia**

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

1 **E. Drug Test**

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

4 **F. Drugs**

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

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

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

15 **H. On Duty**

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

21 **I. Prescription Medication**

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

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

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

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

28 A licensed physician, or licensed or certified psychologist, social worker,
29 employee assistance professional, or addiction counselor with knowledge of and
30 clinical experience in the diagnosis and treatment of alcohol and controlled substance-
31 related disorders.

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

2 See Section 3.B.3.a above.

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

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

7 6. **Sample Last Chance Agreement**

9 **LAST CHANCE AGREEMENT**

11 The following agreement is entered into between Multnomah County and the
12 Employee. Failure on the part of the employee to meet the expectations below will
13 result in the termination of the employee's employment with the County.

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

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

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

1 **4.** I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing
2 (urinalysis and breath test) by the County for a period of twenty-four (24) months from
3 the date of this agreement or when I return to work if I am participating in an inpatient
4 treatment program. This time period will increase accordingly if I am absent from work,
5 for any reason, for a cumulative period of one (1) month or more. I understand that if I
6 refuse to take a drug and/or alcohol test or if a test is positive, my employment will be
7 terminated.

8
9 **5.** I agree to return to work upon successful completion of an alcohol/drug
10 rehabilitation program if my substance abuse counselor requires inpatient treatment.

11
12 **6.** It is understood that this agreement constitutes a final warning, and as such,
13 lasts for the duration of my employment at the County. Should I terminate employment,
14 and then return to work in a regular status position with the County, the terms of this
15 Agreement will continue to be in effect.

16
17 **7.** I understand the Employee Assistance Program is available to me should
18 personal problems arise in the future that may have an effect on my ability to remain
19 in compliance with the drug and alcohol policy and/or this agreement.

20
21 **8.** I realize that violation of the drug and alcohol rules and/or policies at any time
22 in the future is cause for termination.

23
24 **9.** I realize that my employment will be terminated if I fail to meet the expectations
25 outlined in this Agreement and the letter attached

Disciplinary Action

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

Personal Commitment

I pledge and agree to abide by the terms of this agreement. I understand that a violation of or noncompliance with any of these terms will result in my being terminated. Further, I pledge to remain free of all illegal drugs and also not to abuse legal drugs (including alcohol). I hereby consent to the County's contacting any treatment or health care provider who may have information on my alcohol or drug dependency condition and/or compliance with the terms of this agreement and authorize the provider to furnish such information to the County.

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

(Employee) (Date)

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

(Labor Representative) (Date)
(optional)

(Employee's Immediate (Date)
Exempt Supervisor***)

1

2

3 _____
(Multnomah County (Date)

4 Labor Relations, if applicable*)

5

6 Footnotes:

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

8 ** Always necessary.

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

ADDENDUM C**WASHINGTON STATE EMPLOYEES**

Because some bargaining unit employees are performing work for the County remotely from locations in the State of Washington, the parties recognize that these employees may be subject to Washington law rather than Oregon law. The parties agree that for those employees, the following provisions will apply, and that to the extent there is any conflict between a specific provision in this Addendum and any specific provision elsewhere in the parties' Agreement, the specific provision in this Addendum will apply:

1. WASHINGTON PAID SICK LEAVE**(Oregon Paid Sick Leave covered in Article 9)**

Employees working remotely from the State of Washington and who are not "regularly scheduled" to report to an Oregon worksite may be entitled to Washington Paid Sick Leave. "Regularly scheduled" means an employee is expected to report to an Oregon worksite at least one day per week. For remote employees who are not regularly scheduled at an Oregon worksite, but only occasionally report to an Oregon worksite, the following provisions apply:

A. Paid Sick Leave**1. Definition and Allowable Use**

Sick leave is a leave of absence with pay which may be used when the employee is directly affected by any of the health conditions listed below, or when specified others are affected by the conditions listed, and require the employee's care. As used in this Addendum, "protected sick time" refers to sick leave protected under the Washington State Sick Leave Act, RCW 49.46.210, *et seq.* All accrued sick leave taken for authorized purposes listed at CRW 49.46.210(1)(b) and (c) as further described below and in the Washington Sick Leave Bank is protected under the Washington Sick Leave Law. Accrued sick leave taken in excess of the hours in the Washington Paid Sick Leave is not covered or protected under the Washington Sick Leave Law, but may be considered protected leave under other state and federal laws.

a. Specified Others

i. Members of the employee's immediate household where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care; or

ii. The employee's spouse, parents, or children as defined in the federal Family and Medical Leave Act (hereafter referred to as the "FMLA"); or

iii. The employee's grandparents, grandchildren, parents-in-law, or sibling as defined in the Washington Family and Medical Leave Act (hereafter referred to as "PFML"), RCW Title 50A; or

iv. The employee's domestic partner as defined in MCPR 1-10-040; or

v. The children and parents of such domestic partner, defined as if the domestic partner was the employee's spouse.

b. Covered Health Conditions

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

ii. Any qualified condition covered by FMLA or PFML, regardless of whether the employee meets statutory eligibility requirements; or

iii. Any other illness, injury, or quarantine based on exposure to contagious disease; or

iv. Medical, dental, and employee assistance program appointments; or

v. Any qualified purpose allowed under Washington's Domestic Violence Leave Act, RCW 49.76.010, *et seq.*; or

vi. When the employee's place of business has been closed by order of a public official for any health-related reasons, or when an employee's child's school or place of care has been closed for such a reason.

c. Parental Leave

Sick leave may be used by employees during Parental Leave as defined by FMLA and/or PFML, except that the amount of leave taken by the

1 other parent of the employee's child will not affect the amount of Parental Leave
2 available to the employee.

3 **d. Occupationally Related Conditions**

4 Use of sick leave for occupationally related conditions is
5 limited to the applicable Workers Compensation provisions.

6 **2. Accrual**

7 **a.** Employees shall accrue sick leave at the rate of .05 hours
8 for each hour worked. For purposes of this Addendum, "Hours worked" includes paid
9 holidays and leaves with pay taken during the workweek.

10 **b.** Sick leave may be accrued on an unlimited basis. Only
11 hours accrued and available in the employee's Washington Sick Leave Bank are
12 protected under Washington Sick Leave Law.

13 **3. Reporting of Sick Leave**

14 **a.** An employee who must be absent for any reason listed in
15 Section 1.A. of this article must follow the call-in procedures for their program/clinic
16 (i.e. notify the supervisor on duty or the supervisor's designee(s), leave a message on
17 the designated call-in phone number, etc.) at least three (3) hours for employees in
18 Corrections Health and one (1) hour for employees in all other programs/clinics, before
19 the beginning of their shift, that they will be out office, so that coverage options can be
20 identified.

21 **b.** Employees who fail to report may be subject to discipline
22 and result in loss of pay for the work time missed.

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

26 **4. Use of Sick Leave During Leave**

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

31 **B. Use and Misuse of Leave for Sick Leave Purposes**

1 **1. Counting Against FMLA Entitlement**

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

6 **2. Legitimate Use**

7 For employees working remotely in Washington who are not
8 regularly scheduled to report to an Oregon worksite, all hours accrued and available in
9 the employee's Washington sick leave bank are protected. Sick time is accrued at the
10 same rate for all bargaining unit employees. Sick leave taken in excess of the hours
11 in the Washington Sick Leave Bank each calendar year is not considered protected
12 sick time. Reliable and consistent attendance is an expectation of all county
13 employees. Employees must only use sick leave for legitimate purposes as defined in
14 Section 1.A. of this article.

15 **a. Verification of Use**

16 i. Pursuant to Multnomah County policy, Management
17 must require the completion of a certification form by the employee's health care
18 provider and any other verifications required for under the provisions of the FMLA or
19 its successor.

20 ii. The County may require an employee to submit
21 written medical verification from a health care provider due to non-FMLA covered
22 illness or injury under the following conditions:

23 **(a)** The employee has been absent for more than
24 three (3) consecutive work days; or

25 **(b)** The employee has requested leave that is
26 scheduled to last more than three (3) scheduled work days; or

27 **(c)** The employee has exhausted all sick leave;
28 or

29 **(d)** The employee commences sick time without
30 providing prior notice required by the County, unless medical circumstances prevent
31 the employee from providing notice prior to commencing sick time and the employee

provides notice to the County as soon as is practicable; or

(e) When the employee has had five (5) or more events with less than twenty-four (24) hours' notice in a six (6) month period; or

(f) Management suspects that an employee is abusing sick time, including engaging in a pattern of sick leave abuse. "Pattern of sick leave abuse" includes, but is not limited to, repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacation days, or paydays. An employee may be required to submit written medical verification when management reasonably believes that the absence may not be bona fide.

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

b. Discipline

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

i. Abuse of Sick Leave

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

ii. Use of Accrued Sick Leave

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

(b) When the intermittent use of accrued sick leave or other paid or unpaid leave used in lieu of sick leave interferes significantly with an employee's ability to perform the duties of the employee's job, management may do the following (subject to the requirements of law, including, but not limited to, the FMLA, the Washington State Sick Leave Act, and the Washington State Paid Family and Medical Leave program):

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

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

4 i. **Excessive Absenteeism**

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

10 (a) Any legal requirements, including, but not
11 limited to those of the FMLA, PFML, Washington State Sick Leave Act or the ADA;

12 (b) The tenure and work history of the employee,
13 specifically to include whether there have been previous instances of this pattern of
14 absenteeism;

15 (c) Whether there is a likelihood of improvement
16 within a reasonable period of time based on credible medical evidence;

17 (d) The particular attendance requirements of
18 the employee's job;

19 (e) The pattern of use, and whether the
20 absences are clearly for bona fide sick leave purposes.

21 **3. Sequencing of Leaves**

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

27 a. Leave for illness or injury that does not qualify for FMLA
28 and/or PFML will be taken in the following order:

29 i. Sick leave until it is exhausted (unless the employee
30 is on Washington protected leave (i.e. disability accommodation leave for Washington
31 employees or Washington Paid Family and Medical Leave ("PFML"));

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

3 iii. Leave without pay.

4 b. Leave that qualifies under FMLA and/or PFML will be taken
5 in the following order: Paid leave until it is exhausted; employees will determine what
6 order paid leave is used;

7 c. Leave for other purposes will be taken in the following
8 order:

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

12 ii. Leave without pay

13 d. Leave that also qualifies under Washington Paid Family
14 and Medical Leave can be taken unpaid or sequenced at the employee's option.

15 4. **Reinstatement of Sick Leave Accruals**

16 a. Any employee who leaves County employment and is
17 subsequently re-employed as a regular status employee within twelve (12) months is
18 entitled to credit for all sick leave accrued up to the last day of prior employment. Sick
19 leave shall not accrue during the period between leaving County employment and re-
20 employment.

21 b. Any employee who is re-employed after more than
22 twelve (12) months is not entitled to credit for sick leave that accrued during prior County
23 service. Sick leave will begin accruing anew in accordance with Section 1.B. of this
24 article.

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

27 5. **Limitations on the Use of Leave Without Pay In-Lieu of Sick**
28 **Leave**

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

1 **a. Continuous Leave**

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

16 **b. Intermittent Leave**

17 Intermittent leave without pay used in lieu of sick leave is
18 not subject to the six- (6-) month entitlement provided for above. When such leave
19 significantly affects an employee's job performance and is not subject to the
20 requirements of law (including but not limited to the FMLA and/or PFML), management
21 may evaluate the employee's use of leave according to the criteria of "Section B.2.c"
22 above. Medical information as provided for in "Section D.1" above may be required for
23 the evaluation. After completing the evaluation management may do one of the
24 following:

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

31 **C. Fitness for Duty**

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

D. Occupational Exposure

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

E. Other Sick Leave Provisions

Sick leave shall be charged in one-quarter hour increments in accordance with the uniform time charging provisions of Article 16.7.

F. Interactions between Paid Sick Leave and WA Paid Family and Medical Leave

Employees having worked enough hours to qualify for PFML (generally eight hundred twenty (820) hours of employment in Washington in the first four (4) of the last five (5) completed calendar quarters) are eligible for state-provided paid leave for certain "qualifying events" which include serious illnesses or injuries that prevent someone from working, a new baby or child joining a family, and certain military events.

**2. WASHINGTON PAID FAMILY AND MEDICAL LEAVE (WA PFML)
(Paid Leave Oregon covered in Article 9)**

Employees working in Washington, who are not regularly scheduled to report to an Oregon worksite may be entitled to Washington Paid Family and Medical Leave (WA PFML). For those employees, the following provisions apply:

A. Overview

WA PFML is a mandatory statewide insurance program that provides paid family and medical leave to eligible employees who work in Washington state. The program is administered by the State of Washington's Employment Security Department (ESD), not the County, and is subject to change.

1 **B. Eligibility**

2 Employee eligibility for leave and benefits (including on-call, temporary
3 and limited duration employees), is established by Washington law and is therefore
4 independent of this Agreement. WA PFML may be run currently with FMLA. Employees
5 may receive WA PFML benefits if they meet ESD's eligibility criteria and experience a
6 qualifying event. It is understood by the parties that the eligibility requirements at the
7 time of this agreement, subject to change by the state program, are as follows:

8 **1. Hours Worked**

9 **a.** Employees must have worked at least eight hundred
10 twenty (820) hours in the State of Washington (for either the County or other
11 employers) and be "localized" in Washington during the "qualifying period." A remote
12 employee is considered "localized" in Washington provided the individual is not
13 regularly scheduled to report to an Oregon worksite. A remote employee who is
14 regularly scheduled to work one day per week in Oregon is deemed localized in
15 Oregon. A remote employee who on occasion, but without regularity, reports to an
16 Oregon worksite is localized in Washington. The "qualifying period" is the first four (4)
17 of the last five (5) completed calendar quarters or the last four (4) completed calendar
18 quarters immediately preceding the application for leave. Prior employment in the State
19 of Washington may qualify employees for this benefit. ESD will issue approvals if
20 employees meet the below criteria.

21 **b. Qualifying Event(s)**

22 Leave events can be either medical or family-related.

23 **i.** Medical Leave: Medical leave is any leave taken by
24 an employee from work due to the employee's own serious health condition. Serious
25 health condition means an illness, injury, impairment, or physical or mental condition
26 that involves inpatient care in a hospital, hospice, or residential medical care facility,
27 including any period of incapacity; or continuing treatment by a healthcare provider for:

28 **(a)** An illness or injury that incapacitated the
29 employee for three (3) or more consecutive days.

(b) A chronic serious health condition. The healthcare provider will determine whether the illness or injury meets the definition of a “serious health condition.”

(c) Incapacity during pregnancy or for prenatal care.

(d) Treatment for substance abuse.

(e) Any period of absence from work to receive treatments and recover, like for radiation, chemotherapy or dialysis.

(f) Certain military-connected events.

ii. **Parental Leave**

To care for and bond with a child during the first year after the child’s birth or during the first year after the placement of the child through foster care or adoption younger than eighteen (18).

iii. **Family Leave**

To care for any of the following family members with a serious health condition:

(a) Any family member outlined in Article 9 Section I.A.1, excluding Section I.A.1.f (close association),

(b) Siblings,

(c) Child’s spouse/domestic partner

(d) Someone who has an expectation to rely on the employee for care, whether they live together or not (employees may be required to provide documentation about relationship to the person or certification of their medical need).

iv. **Military Leave**

Because of any qualifying exigency arising from the foreign deployment of the employee’s spouse, son, daughter, or parent with the Armed Forces, or to care for a service member with a serious injury or illness if the employee is the service member’s spouse, son, daughter, parent or next of kin, as permitted under the federal Family and Medical Leave Act.

C. **Payments During Qualified Leaves**

1 **1. WA PFML - Weekly Benefits**

2 **a.** The weekly WA PFML benefit amount is calculated by
3 ESD and will depend on how much the employee earned during their base period.
4 Payable benefits will be provided by ESD.

5 **b. Minimum WA PFML Claim Duration**

6 The minimum claim duration payment is for eight (8)
7 consecutive hours of leave.

8 **c. Maximum WA PFML Claim Duration**

9 Qualified Washington workers are eligible for:

10 **i.** Up to twelve (12) weeks of continuous or intermittent
11 paid family or medical leave.

12 **ii.** Up to sixteen (16) weeks of continuous or
13 intermittent leave when family and medical leave are used in combination (e.g., birth
14 parent pregnancy and parental leave).

15 **iii.** An additional two (2) weeks of continuous or
16 intermittent leave is available as a result of pregnancy complications.

17 **2. Supplemental County Benefits**

18 **a. Leave Accruals**

19 **i.** Employees can choose to use accrued paid time off
20 as described below to supplement or “top up” the money they receive as partial wage
21 replacement from the WA ESD while on a WA PFML-eligible leave. The County will
22 require verification that the employee has been approved to receive benefits for WA
23 PFML before approving leave as a supplemental benefit. Supplementation will be
24 based on an employee's regular rate of pay, including any allowance premiums that
25 are part of an employee's regular rate of pay.

26 **ii.** Allowance premiums that are considered as part of
27 the employee's regular rate of pay will be accounted for in the supplementation
28 calculations.

29 **(a)** Sick Leave, Vacation (all types),
30 Compensatory, Holiday (all types), Paid Military Training Leave, Professional
31 Recognition Leave, Paid Parental Leave or Compensatory Time.

1 (b) Time may be sequenced at the employee's
2 option, until accruals are exhausted.

3 (c) Under no circumstance, will the employee
4 receive more than 100% of their regular rate of pay (aggregate from the County and
5 the State).

6 (d) Short-Term Disability benefits will NOT be
7 authorized for use as supplemental benefits in conjunction with WA PFML or with
8 County Paid Parental Leave (PPL). Both Paid Parental Leave and Sick Leave will be
9 offsets to Short-term Disability benefits.

10 (e) The employee must complete the necessary
11 forms and provide all documentation as required by the Human Resources Department
12 to process the supplemental benefits request. Failure to submit the necessary
13 documentation in a timely manner, may result in delay or denial of supplemental benefit
14 payments.

15 **D. Payment of WA PFML Benefit**

16 Premiums (payroll taxes) for benefits are established by law and are
17 subject to adjustment up or down by the State of Washington.

18 1. Premium Amounts: Total premium charged and the split between
19 employee and employer will be in accordance with Washington State law.

20 2. Deductions: Employees will pay their share of premium through
21 payroll deduction effective November 1, 2021. The County shall pay any remaining
22 share as required by law.

23 **3. Timing of Payments**

24 a. The parties understand that payments from the State of
25 Washington to County employees are not controlled by Multnomah County, and that
26 there may be waiting periods during which the employee may not receive pay, or
27 receive delayed (retroactive) payment.

28 b. The County is committed to making every reasonable effort
29 to ensure supplemental pay is issued within sixty (60) days of the employee providing
30 a copy of their approved WA PFML notice and completing the required documentation

for supplemental pay. In the event of a delay, the supplemental pay will be issued on a retroactive basis.

E. Notification to County

If the need for leave is foreseeable, the employee will provide the County with not less than thirty (30) days' notice before WA PFML is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.

F. Program Administration and Coordination with Other Policies

1. WA PFML may run concurrently with leave under FMLA if the leave is FMLA qualifying.

2. All supplemental benefits provided by the County shall run concurrently with FMLA, if they fall under FMLA covered events.

3. County employees localized in Washington do not qualify for OFLA benefits.

4. County employees who are co-parents with another County employee will each have an individual right to WA PFML and use of supplemental benefits for this purpose.

5. If a County holiday occurs while the employee is on WA PFML, an employee may use accrued holiday pay instead of the employee's WA PFML and any supplemental benefits.

6. The County retains the right to communicate statutory changes to the program as needed to employees. The parties agree to only meet and discuss modifications to the program when there is a need to address unforeseen fiscal and/or operational impacts.

3. WASHINGTON WORKERS' COMPENSATION

(Oregon Workers' Compensation covered in Article 12)

Employees working in Washington may be entitled to Washington Compensation benefits. For those employees, the following provisions apply:

A. If an employee seeks medical treatment for an injury or illness while teleworking in Washington, they may be covered by Washington's Workers' Compensation rules.

1 **B.** Washington State teleworkers are covered by the Washington Labor and
2 Industries rules and teleworkers working from other states may have coverage through
3 Multnomah County's Other States insurance policy, depending on the requirements of
4 the teleworking state.

5 **C.** If a teleworking employee in Washington seeks medical treatment for an
6 occupational injury or illness, the day the employee seeks medical treatment will be
7 compensated as a fully scheduled work day, if treatment was during that day's
8 scheduled work time.

9 **D.** All other state specific workers' compensation requirements including
10 Washington, are handled by the insurance carrier and Oregon Workers' Compensation
11 benefits do not apply.

Addendum XX: ICS APC Salary Addendum

MOA: ICS Regular Status APC FTE Increase

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MEMORANDUM OF AGREEMENT
ICS Advanced Practice Clinicians (APCs)
FLSA Exempt Salaried Status and Full-time Equivalency (FTE) Increase

I. Parties

The parties to this Memorandum of Agreement (hereinafter "MOA") are Multnomah County, Oregon (hereinafter "County") and Oregon Nurses Association (hereinafter "ONA").

- A. The parties have agreed in 2025 successor bargaining to provide an opportunity to regular status ICS APC who are hourly to become Exempt (salaried) status under the Fair Labor Standards Act (hereinafter "FLSA") for those who opt in.

II. Definitions

- B. Indirect patient care time refers to scheduled time outside of scheduled clinical visits spent coordinating, managing, and planning patient care for the purposes of improving patient outcomes.
- C. Indirect patient care time includes, but is not limited to, chart review, charting, phone calls, care coordination, supporting quality and metrics initiatives, and managing the electronic health record (EHR) ie: inbasket work. Indirect patient care time is driven by FTE, panel size and amount of direct patient care.
- D. For hourly APCs, The current Full-Time Equivalency (hereinafter "FTE") of Advanced Practice Clinicians in Integrated Clinical Services (hereinafter "ICS") Primary Care and Student Health Centers reflects direct clinical care time with a limited amount of templated time for administrative tasks and not uniquely designated as indirect patient care time.
- E. Under a salaried compensation structure, the employee will have a set compensation for their work rather than an hourly rate.

THEREFORE, the parties mutually agree as follows:

III. Terms

A. Indirect Patient Care Time and FTE Increase

1. The County shall implement an one-time only increase to the FTE for regular status hourly APCs in ICS whose FTE is less than 1.00 FTE by the amounts listed in the table below for those who opt in.

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MOA: ICS Regular Status APC FTE Increase

2. APCs below 1.0 FTE who move to an exempt/salaried model will be able to exercise a one time opt back in to being hourly provided that they give least 4 weeks notice from the beginning of the fiscal year (7/1).
3. The purpose of this change is to address workload, panel size and patient volume standards among all APCs who opt into the exempt/ salaried structure.

Primary Care

The compensation for Primary ICS APCs shall be increased based on the increase in their FTE.

APC Providers' indirect patient care time is calculated based on roughly 20% of total FTE for clinicians without additional administrative duties.

Providers who do not hold a panel (ex: convenient care, mobile unit, and anchor providers) will have indirect patient care time calculated based on roughly 20% of direct clinical care time

Current FTE	New FTE	Direct Patient Care Time	Indirect Patient Care Time	Total worked time
1.00 FTE (already salaried)	1.00 FTE (No Change)	32 hrs.	8 hrs.	40
0.80 FTE	1.00 FTE*	32 hrs.	8 hrs.	40
0.60 FTE	0.75 FTE*	24 hrs.	6 hrs.	30
0.50 FTE	0.60 FTE	19 hrs.	5 hrs.	24
N/A	0.50 FTE	16 hrs.	4 hrs.	20

*Notes full time (0.75 considered full time when worked as 3x10 hour shifts)

Student Health Center

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The compensation for Student Health Center APCs shall be increased based on the increase in their FTE. Student health centers' indirect patient care time is 2 hours weekly, regardless of base FTE, to account for care coordination, EHR management, cross coverage, school specific activities representation, case management and outreach activities.				
Current FTE	New FTE	Direct Patient Care Time	Indirect Patient Care Time	Total worked time
1.00 FTE (already salaried)	1.00 FTE (No Change)	38 hrs.	2 hours	40
0.80 FTE	0.85 FTE	32 hrs.	2 hours	34
0.60 FTE	0.65 FTE	24 hrs.	2 hours	26
0.50 FTE	0.55 FTE	20 hrs.	2 hours	22

B. Indirect patient care time shall be reflected in Epic practice management (Cadence) in alignment with existing schedule assignments and process.

1. Indirect patient care time is worked time. Any changes such as flex time or vacations must be requested per leave request procedure currently Humanity and in Workday.
2. If Flex Time is not previously scheduled, it will be assumed that the APC is "on-line" and available for team consultation and engaged in indirect patient care work.
3. Management can make changes to employees' FTE that affect the amount of indirect patient care time after having a conversation with ONA.
4. Indirect patient care time may be done as telework, unless a performance improvement plan (PIP) exists related to the indirect patient care duties in which case management may require indirect patient care duties to be performed on site for the duration of the PIP.

C. Continuing Education dollar allowance and hours for ICS APCs will reflect the new FTE in accordance with the provisions in Article 20 of the parties' CBA.

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MOA: ICS Regular Status APC FTE Increase

D. **Salaried Compensation.** The ICS APCs salary represents compensation for the entire scope of work, which includes the following expectations:

1. As outlined in the employee's new hire offer letter, at least one "late" day of clinical patient care per week. A late day is defined as scheduled direct patient care time until 7:00 p.m., as defined by the health center.

F. **Vacation Leave**

All APCs (FLSA Exempt) would accrue vacation time as follows:

Table of Vacation Accrual Rates - FLSA Exempt APCs

Years of Service	Hours Accrued Per Pay Period	Hours (Weeks) Accrued Per Year by Full Time Employees	Maximum Hours Accruable
Less than 2	5.0	120 (3.0 wks.)	224
2 to 5	5.67	136 (3.4 wks.)	272
5 to 8	7.33	176 (4.4 wks.)	352
8 to 15	9.0	216 (5.4 wks.)	432
15 or more	9.0	216 (5.4 wks.)	500

Accruals for less than 1.0 FTE would be prorated

G. **Charging of Vacation Leave**

Vacation leave is charged consistent with FTE, both direct patient care time and indirect patient care time as worked time.

H. **Charging of Sick Leave**

Time will be charged to sick leave only in half- or full- day increments for absences from work, to the extent allowed by state and federal law; however, an employee's leave bank will not be charged for the first three (3) qualifying partial day absences in the calendar year. For example:

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- a. An employee scheduled to work eight (8) hours who takes sick leave after initially reporting to work will not have that leave charged to their sick leave bank until after the third occurrence in the calendar year.
- b. The same employee, after the third occurrence of a partial day absence, who takes sick leave after initially reporting to work but before the beginning of the fifth hour of work, will have a half-day (four (4) hours) of sick leave charged to their sick leave bank.

I. Longevity Pay, Bilingual Pay and Culturally-Specific Knowledge, Skills, and Abilities (KSA) Positions Compensation

Salaried APCs will be eligible for the premiums for Longevity, Specialty Certification, Bilingual and KSA compensation set forth in Article 18. The amounts of those premiums will be added to APC's base annual salaries

J. Preceptor pay

Salaried APCs will be awarded an annual bonus at the end of the fiscal year and reflected on the July 31st paycheck based on the number of hours they have coded as preceptors. These preceptor rates will be retroactive to July 1, 2025.

Preceptor Hours Completed per Fiscal Year	Bonus
1-49	\$150
50-99	\$350
100-199	\$650
200-299	\$1000
300-399	\$1500

- K. The County retains the exclusive right to exercise the customary functions of management listed in Article 4 of the parties' CBA, including but not limited to determining the levels of service and methods of operation to determine staffing, work schedules, to establish standards for work performance expectations, and assign work. Management

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rights, except where abridged by specific provisions of the parties' CBA or general law, are not subject to the grievance procedure

L. This MOA shall not be construed as establishing a precedent, practice, or custom, and neither party may raise it as such in any other forum.

M. Any unforeseen issues with this agreement may be discussed at NERC provided advance notice is made to ensure NERC attendance is appropriate for this topic.

N. Any dispute over the meaning, interpretation, or application of this MOA shall be subject to the grievance procedure set forth in Article 23 of the parties' CBA.

Memorandum of Agreement

Waiver of Minimum Time Served in a Position Requirement for impacted ONA Represented Employees

I. Parties to the Agreement

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

II. Background

- A. As of the draft FY 2026 budget submitted by the County Chair as of the date of this agreement, no positions are included for impacted ONA Represented Employees. The Chair is expected to present a final FY 2026 budget on April 24, 2025.
- B. The parties share a mutual concern that impacted ONA Represented Employees may transfer to other positions with the County, but desire to return to their prior positions if funding is restored in the final budget. Under the terms of the parties' CBA, Art. 15 Section 5, impacted ONA Represented Employees would be unable to return to their former positions until they have served six months in a new position. The parties wish to enable impacted ONA Represented Employees to immediately return to their former positions if funding is restored.

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

III. Agreement

- A. The parties agree to waive the requirement contained in Article 15, Section 5 of the ONA CBA, that employees will serve a minimum of six (6) months in a position prior to being considered eligible for a transfer into another position, for impacted ONA Represented Employees that transfer to other positions with the County and who then wish to transfer back to restored positions before June 1, 2025.
- B. Any disputes regarding the interpretation or application of this Agreement shall be resolved by the Parties using the grievance procedure in Article 23 of the ONA CBA.
- C. This agreement is based on unique circumstances, is temporary in nature, is non-precedent setting, and creates no expectation for similar agreements in the future.

AGREED to this 5th day March, 2025.

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*Waiver of Minimum Time Served in a Position Requirement for Impacted
ONA Represented Employees*

For the Union:

For the County:



Brian Howard
Lead Labor Representative



Elizabeth Calixtro
Labor Relations Manager

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