ARTICLE 14
SENIORITY, LAYOFF AND FILLING OF VACANCIES

1. Definitions

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

A. Affected FTE Status
   Full-time or part-time positions, whichever is affected by a reduction in or reorganization of the 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.

R. **Transfer**

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

S. **Work Unit**

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

2. **Rules Governing Determination of Seniority**

A. **General Calculation Rule**

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

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

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

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

B. **Special Circumstances**

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

1. Part-time work within the same or equivalent classification will count on a halftime basis for time served prior to October 1, 2018, and on a full-time basis on October 1, 2018 and thereafter.
2. Time spent in the predecessor of an equivalent classification shall count toward seniority in the equivalent classification.

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

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

5. Time on unpaid military leave shall count.

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

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

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

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

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

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

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

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

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

D. **Seniority of Exempt Employees**

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

E. **Effect of Seniority Determinations On Retirement**

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

F. **Seniority List**

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

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

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

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

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

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

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

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

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

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

1. **Reassignment in the Work Unit**

   a. **First:** The County shall reassign the employee, if eligible, to an available vacancy in the same work unit, classification, and affected FTE status. If more than one employee is reassigned to vacancies at the same time, eligible employees shall be able to select the vacant 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.1.a. above, and bumping is necessary, the affected employee facing layoff will be eligible to bump the least senior employee in the affected classification, FTE and work unit unless this would leave the work unit without qualified employees to perform the duties of a position in which special skills, defined in the manner set forth below in Section 3.E. of this article, are required. If the least senior employee within the work unit and classification 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 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.

   b. **Second:** If there is no available vacancy pursuant to Section 3.D.3.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 County. 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 and FTE status in the County, then the employee will be demoted to an available vacancy in accordance with Section 3.D.3.c. below.

   c. **Third:** If the employee cannot be reassigned, transfer or bump pursuant to Section 3.D.3.b. above, the employee shall be demoted to a vacancy in the highest lower classification into which the employee is licensed, eligible to bump,
and within the affected FTE status in the County. 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.

d. **Fourth:** If the employee cannot be demoted to a vacancy pursuant to Section 3.D.3.c. above, and the employee has sufficient Bargaining Unit Seniority, the employee shall bump the least senior employee who occupies a position in the highest lower classification into which the employee is licensed, eligible to bump, and within the affected FTE status in the County. 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 and FTE status in the County, then the employee will be laid off in accordance with Section 3.D.4. below.

4. **Layoff**

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

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

E. **Bumping Eligibility**

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

1. **General Rule**
An employee is eligible for reassignment or to bump into a vacancy or a position held by another employee pursuant to Section 3.D. above only if more senior than any incumbent bumped and qualified to perform the duties of the position to which the employee is reassigned or into which the employee bumps. Qualifications include, but are not limited to, possession of any special skills, licensed or certification requirements. In addition, except for downward bumping, an employee may bump only into positions in classifications in which the employee previously acquired regular status. Also, an employee may only bump or be reassigned to positions of the same FTE status as the position they held at the time of the action. The employee will serve a trial service period of one-hundred twenty (120) days to demonstrate their ability to fulfill the requirements of the position. If an employee is on paid or unpaid leave, or the limited duration summer layoff, the trial service period will be extended by the amount of the leave. At any time during a trial service period, an employee who does not satisfactorily fulfill the requirements of the position the employee shall be reassigned in accordance with the reassignment, bumping, and layoff procedures in Section 3.D. above.

2. **Special Skill Eligibility Requirements**

Within sixty (60) days after the signing of this agreement, the County shall provide the Association with 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 may revise this list by written notice to the Association on or about March 1 and October 1 of each year. The County’s list shall identify the specific position(s) to which the requirement applies and the nature of the requirement. Additional positions may be added to the list at any time as needs change except no later than May 1st through June 30th. The Department Human Resource Director will provide written notice to the Association whenever a position is added or deleted that requires special skill or certification requirements 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**

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

F. **Layoff and Reassignment Notices**

1. **General Notice to Association**

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

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

Employees reassigned due to a reduction or reorganization of the workforce shall be provided written notification, in person, whenever practicable. The County shall simultaneously send a copy of the layoff notice to the Association and the
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employee’s supervisor. The County shall consult with affected employees concerning their preferences for assignment before reassignment under this Article takes effect. The County will comply with Article 15.4 in the case of schedule changes.

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

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

4. **Recall Lists**

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

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

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

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

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

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

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

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.

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

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

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

G. **Sick Leave**

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

H. **Insurance**

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

6. **Special Provisions for Student School-Based Health Center Operations**

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

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

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

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

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

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

D. **Limitation on Bumping and Recall from Student School-Based Health Center**

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

E. **Administrative Purposes Defined**

   For purposes of this section, “administrative purposes” means that the employee ordinarily files their payroll time sheet with the Student school-based Health Center program.

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

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

G. Initial Trial Service Employees

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

H. Summer Work/Effect of Refusal

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

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

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

4. Employees who work a shift(s) during the limited duration summer layoff, but don’t work their full regular schedule, are not eligible for one and one-half (1.5) times their normal hourly rate of pay for having worked on their first day or rest.
or two (2) times their normal hourly rate of pay for having worked on their second, third, etc. day of rest.

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

I. Payoff or Carryover of Accumulated Vacation and Last Paycheck

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

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

J. Considerations in Use of Vacation

Note: Proposing to return to current contract language.

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

K. **Alternative Benefits**

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

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

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

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

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7. **Filling of Vacancies**

   A. **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. The County may waive the initial posting period as recognized herein in the event of an emergency where the position may be filled temporarily for the duration of the emergency or for short periods where a position may be left vacant in preparation for a layoff.

   B. **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.

   C. 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.

    B-D. **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.
C-E. 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.

F. 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 one-hundred twenty (120) days to demonstrate their ability to fulfill the requirements of the assignment as described in Article 2 - Definitions, Section 17.

G. Temporary FTE Status Changes

1. Temporary FTE Status Changes - Increases

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

a. The opportunity for the temporary increase in FTE 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.

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

c. This only applies to employees who experience an FTE status change when their FTE increases. For example, an employee’s FTE status changes from part-time to full-time with the added FTE.
d. Selection will be in accordance with the provisions of Section 7.B. above.

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

2. **Temporary FTE Status Changes - Decreases**

   An employee may request to temporarily reduce their FTE in writing, resulting in an FTE status change. The request for reduction is subject to management approval and will be based on business needs (which may include employee retention and impact on staffing). Arrangements will be reviewed and approved on a case-by-case basis and will not exceed six (6) months in duration. Neither the grant nor the denial an employee’s request for an FTE reduction is subject to the grievance and arbitration procedure.

H. **Backfilling Long-Term Leaves**

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