MCHD Counter-Proposal to ONA

Dec. 13, 2021

Article 22 General Provisions

1. No Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit. 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, promptly timely investigate and promptly take appropriate remedial action.

A. action to cease the behaviors of the aggressor immediately following the completion of the investigation. This is applicable to any aggressor, regardless of their relationship with the County.

B. The County will keep all employee's personal information confidential from clients and/or patients. This includes, but is not limited to, the last names of
employees, their home addresses, their marital/ relationship status and sexual orientation. Any personal information of the employee which is not related to their work should not be divulged to clients and/or patients. Chart notes will default to the employee identification number and first name of the employee only.

C. The County will strive to create and maintain a healthy work environment in all workplaces that ONA represented workers are in. To that end, the County will uphold and enforce all of the provisions in the Workplace Fairness Act.

D. Workers’ home addresses and any other personal contact information including but not limited to phone numbers, emails, social media accounts etc. will be flagged on a “do not send” list. If a client starts mailing letters or directing other communications to worker’s home addresses or other personal forms of contact, those letters or communications will be confiscated.

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 (including but not limited to increasing workload, changing work schedules, changing work locations, safety protocols, staffing, etc....) proposed by the County.

4. Supremacy of Contract

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

5. Drug and Alcohol Policy and Procedure

The County’s Alcohol and Drug Policy and Procedure is attached hereto as Addendum C and is deemed part of this agreement.

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

6. Contract Orientation and Distribution

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

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

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

7. Safety Inspection

As the County Chair's designee, the Chief Human Resources Officer (CHRO), or a member of Central Human Resources designated by the CHRO, or in its own capacity the statutory safety committee shall no less than annually visit and inspect all facilities within the Division of Corrections and all settings in which ONA nurses are assigned to work, for the purpose of identifying and attempting to remedy conditions which may jeopardize the safety of nursing staff. A comprehensive report will be provided to ONA upon completion of the visits. Multnomah County is committed to providing a safe and healthful workplace. The County is committed to following Administrative Procedure RSK-15, Injury and Illness Prevention Plan, that governs the development and implementation of management's commitment to employee safety and health to comply with the self insured requirements of OAR 437. The Health department specific plan includes frequency of inspections, safety committee requirements, and avenues to identify and mitigate conditions which jeopardize the safety and health of Corrections nursing staff.

8. Professional Nursing Care Committee

A. The parties agree to support the Professional Nursing Care Committee (PNCC) as a resource. The PNCC will utilize the professional expertise of bargaining unit employees on matters related to patient care and professional development. PNCC representatives may attend PNCC meetings without loss of pay.
B. The PNCC shall be composed of a minimum of two (2) employees from each job class in the bargaining unit, who are Association members in good standing. The two (2) employees from each job class shall be from different divisions.

9. Contract Work

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

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

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

10. Loss of Personal Property

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

11. Scope of Practice

The County and the Association support nurses practicing within the scope of their license as defined by the Oregon State Board of Nursing and within the job requirements of their position. The Association may bring to the County’s attention any concerns with staffing that it believes would put a nurse in a position where they may work outside of their scope of practice. To that end, the County agrees to develop staffing models with different skill mixes so that nurses are not put in the position of having to work outside their scope.