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, Physician Assistants and Nurse Practitioners whose names appear on the payroll of Multnomah County, specifically excluding:

A. Supervisory employees,
B. Managerial employees,

C. Employees regularly scheduled to work less than twenty (20) hours per week, except as provided in Section 3 of this Article.

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, 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 two-thousand-eighty-eight (2,088) hours of employment and satisfactory performance evaluation. Step increases shall continue to be granted based on each additional two-thousand-eighty-eight (2,088) 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 16.2);

3. A differential in lieu of benefits in the amount of two dollars ($2.00) per hour;

4. Overtime (Article 16.4), 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; and

5. Holiday compensation at one-and-one-half (1 1/2) times the normal hourly wage for the following holidays:
   a. New Year’s Day;
   b. Juneteenth;
   b. c. 4th of July;
   e. d. Thanksgiving; and
   d. e. Christmas Day;

6. No discrimination (Article 22.1);

7. Corrections Premium (Article 16.15);
8. Weekend differential (Article 16.16) applicable only when employees are assigned to one of the correctional facilities;

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

10. Settlement of Disputes (Article 21), strictly limited, however, to enforcement of Article 3., Section 3.A. (1 - 9), of this Agreement.; and

11. The provisions in Addendum B, Drug and Alcohol Policy, shall apply to On-Call and Temporary employees.

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

D. Reporting

The Association may request periodic reporting by the Health Department relating to patterns of use and compensation of temporary, part-time (less than twenty (20) hours per week) and on-call employees. The parties further agree that the County shall make every effort to employ permanent full and part-time employees over on-call and temporary employees, pursuant to Article 14.7.B.

4. New Non-Bargaining Unit Positions Requiring Nursing License

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