ONA Proposal #2 to MCHD 1.25.22

ARTICLE 15 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. 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.
   
   E. 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 week for full-time employees, other than employees hired on or after June 3, 1999 who are on a

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

3. Meal and Rest Periods
   A. All employees shall be granted a lunch period of not less than thirty (30) minutes during each work shift. Time off for a meal shall be permitted to any employee who is requested to and does work two (2) hours beyond the employee’s regular quitting time. Whenever practicable, meal periods shall be scheduled in the middle of the shift.
   
   B. An employee, with the approval of the employee’s immediate supervisor or designee, may elect to take a one (1) hour meal period in lieu of the thirty (30) minute meal period set out above, provided, however, that no portion of such extended meal period shall be considered time worked for pay purposes. Adjustments to the starting or quitting time shall be made to accommodate the approved extended meal period, subject to the provisions of “C” below. [Discussion: why can’t meal periods and breaks be combined?]
   
   C. All full-time employees’ work schedules shall provide for a fifteen (15) minute rest period during each half shift. All part-time employees’ work schedules shall provide for a fifteen (15) minute rest period during each four (4) hour portion of their shift (if on a four (4) or eight (8) hour per day schedule), or during each five (5) hour portion of their shift (if on a five (5) or ten (10) hour per day schedule).
   
   D. Employees required by their immediate supervisor or designee to remain at their work station or on standby in their assigned facility during their meal and/or rest period, such time shall be considered as time worked.
E. The County, the Association and employees have a mutual interest in employees taking their meal and rest breaks. The parties agree that providing breaks shall be the County’s responsibility and taking breaks when scheduled or directed shall 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 workdays and hours of work will be posted on bulletin boards or otherwise 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.

C. If either A or B occur, the nurse will receive callback pay as described in Article 16 Section 5 B.

5. Shift Trading

Shift trading within Departments defined as trading time, hours, 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;

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 16, Section 4.

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

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5. 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.

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

1. 0 - 7 minutes rounds to 0 hours

2. 8 - 15 minutes rounds to 1/4 hour

B. Applications

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

2. Working Over
An employee who works over less than eight (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15) minutes over shall be compensated one quarter (1/4) of an hour at the appropriate rate of pay in accordance with Article 16: Wages.

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

4. Management and Employee Rights
The right of management to discipline employees for tardiness is not waived by the above rounding provisions, nor shall the above provision be construed as a right for management to extend the end of the working day beyond the normally scheduled ending time.

7. 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 24.

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(2) for affected Nurses. Nothing herein shall interfere with operation of Article 15, Section 1, Subsection (D). 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.

8. 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. If it is mandatory for an employee to work at a different worksite, efforts will be made to provide transportation from the employee’s regularly assigned worksite to the worksite where the employee is needed. If a telework agreement exists, the employees will be allowed to telework.

   a. All workers who are expected to telework will be provided all the necessary equipment to work from home. If the County cannot provide all of the necessary equipment to telework, the worker will be paid administrative time to meet their full-time equivalency (FTE).

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

   a. Facilities that are unable to close will be given additional support. This
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3. The County reserves the right to maintain and revise policy regarding inclement weather, a natural disaster, or community emergency, as relates to facility closure and operations curtailment, attendance at work, and reassignment of staff to other temporary work locations. The County further reserves the right to determine whether or not a specific event qualifies under the terms of such policy. The County will notify ONA prior to implementing any changes. If ONA requests to meet, the County will do so promptly.

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

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

   b. The County shall annually provide a list of Association represented positions that have been designed 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. Designated essential employees shall have the essential employee designation included.
in their position description.

c. Essential employees will be entitled to Inclement Weather Essential Assignment Compensation in accordance with the provisions in Article 16, Section 23.

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 may be reassigned to work from home with the necessary equipment to perform assigned duties until such time as the facility or operation reopens or the employee is reassigned to another work location. If an employee is not able to be reassigned to perform work from home, they shall be compensated for regularly scheduled work hours.

   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 schedule 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

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routine emergency operations and support, the County may designate positions and/or classifications as indispensable to the County's response operations and those employees shall be required to report for duty. In such a circumstance, provisions concerning notice, posting and changes to work schedules are suspended.

1. An employee will not be required to work during an evacuation order. The employee will not lose pay in this situation.

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

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

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