

LABOR AGREEMENT
between WASHINGTON COUNTY, OREGON
and the
OREGON NURSES ASSOCIATION

Expires: June 30, 2024

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Article 1.
PREAMBLE

This Agreement is entered into by Washington County, Oregon, hereinafter called “County,” and the Oregon Nurses Association, hereinafter referred to as the “Association.”

The purpose of this Agreement is to facilitate the achievement of the mutual goal of improved patient care and population health outcomes through the maintenance of equitable employment conditions and an equitable and peaceful procedure for the resolution of disputes.

Article 2.
DEFINITIONS AND INTERPRETATION

- 2.1 “Employee”** means any person employed by the County who fills a position in one (1) of the classifications listed in the Article on Recognition.
- 2.2 “Full-Time Employee”** means a regular employee who is regularly scheduled to work forty (40) hours in one (1) workweek.
- 2.3 “Part-Time Employee”** means a regular employee who works fewer hours than a full-time employee and works twenty (20) or more hours per week averaged over a three-month period.
- 2.4 “Probationary Employee”** means a full-time or part-time employee who has not completed the probation period consisting of the first twenty-six (26) qualified payroll periods following initial appointment to County service.
- 2.5 “Career Employee”** means an employee who has successfully completed the initial probationary period following appointment to County service. Career employees may serve additional probationary periods of twenty-six (26) qualified payroll periods

following promotion or transfer and be designated as “career-probationary,” however, these probationary periods do not deprive the employee of rights under the Agreement.

2.6 “Regular Employee” means an employee who is appointed to a position with a work schedule of twenty (20) or more hours per week for an anticipated continuous duration of thirteen (13) payroll periods or more, and the position is specifically allocated in the County Position and Salary Report as a Regular position.

Appointees must successfully pass the Civil Service Examination and be appointed from a list of certified eligibles.

2.7 “Payroll Period” means a bi-weekly period.

2.8 “Qualified Payroll Period” means a payroll period in which the employee has not had more than one (1) day in a non-pay status. A new employee may be credited with a qualified payroll period in the first payroll period, even though having more than one (1) workday in a non-pay status, so long as the new employee works at least half of the work days in the payroll period that includes their initial appointment. Time off used to offset overtime payments earned during the pay period shall not be considered as a non-pay status for the purpose of qualified payroll periods.

2.9 “Seniority” shall be determined by the length of a regular employee’s service in the bargaining unit. In the event of a tie (employees have the same amount of service in the bargaining unit), such ties shall be broken by drawing lots. Seniority for regular part-time employees will be prorated based the number of hours they are scheduled to work. A seniority list will be provided to the Association once per year, upon request.

Article 3.
RECOGNITION AND ASSOCIATION OBLIGATIONS

3.1 Classifications: The County recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for full-time and part-time employees in one of the following classifications:

Mental Health Nurse

Public Health Nurse 1

Public Health Nurse 2

Nurse Practitioner

3.2 Exclusions: Confidential and supervisory employees shall be excluded from the bargaining unit and are not covered by this Agreement.

3.3 Information to the Union: If the County has the information identified below in its employer records, the County shall provide to a union representative, in an editable digital file format agreed to by the union representative, the following information for each employee in the bargaining unit:

1. The employee's name and date of hire;
2. Contact information including:
 - a. Cellular, home and work telephone numbers;
 - b. Any means of electronic communication, including work and personal electronic mail addresses; and
 - c. Home address or personal mailing address; and
3. Employment information, including the employee's job title, salary and work site location.

The County shall provide the information identified above to the union representative within 10 calendar days from the date of hire for newly hired employees in an appropriate bargaining unit, and, every 120 calendar days for employees in the bargaining unit who are not newly hired employees.

3.4 Payroll Deduction: The County automatically will deduct the Association membership dues from the pay of those employees subject to this Agreement upon receipt of individual written authorization from the employee that such deduction be made by the County. The amounts to be deducted shall be certified to the County by the Association prior to the tenth (10) day of any month in which a deduction is desired. The aggregate deduction shall be remitted by the County, together with an itemized statement, to the Association by the first day of the succeeding month after such deductions are made. This section shall not apply where circumstances exist beyond the control of the County which causes a delay in meeting the above dates.

3.5 Indemnification: The Association will indemnify, defend and hold the County harmless against any and all claims, demands, suits, or other forms of liability that would arise out of, or by reason of the County's compliance with the Association's specific directions relative to any payroll deductions or any other actions taken by the County subject to the above provisions.

Article 4.
SCOPE OF AGREEMENT

The parties acknowledge that during negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement the County and the Association each voluntarily and unqualifiedly waive the right and each agrees that the other will not be obligated to negotiate collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time of the negotiations or signing of this Agreement.

Article 5.
NO DISCRIMINATION

The County agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the County or any County representative against any employees because of Association membership or because of any employee activity in an official capacity on behalf of the Association provided such activity or other cause does not interfere with the effectiveness and efficiency of County operation in serving and carrying out its responsibility to the public.

Article 6.
EQUAL EMPLOYMENT OPPORTUNITY (TA 7/12/21)

- 6.1 Application:** the County and the Association agree that the provisions of this Agreement shall be applied equally to all employees of the bargaining unit without discrimination as to race, color, religion, gender, sexual orientation, gender identity, national origin, age, injured worker status, or mental or physical disability, as defined by applicable Federal and State law. Reasonable accommodation will be made to enable any qualified disabled employee to safely and properly perform the duties of their job which does not constitute an undue hardship for the County. Nor shall there be any discrimination against eligible members of the military or veterans as defined by applicable State and Federal law.
- 6.2 State Law:** The County and the Association also agree to non-discrimination in employment as defined by applicable State law, which includes nondiscrimination because of marital status, juvenile record, on-the-job injury, and the reporting by employees of unsafe working conditions
- 6.3 Legitimate Actions:** Nothing in this Article, however, shall be construed to prohibit actions taken because of bona fide occupational qualifications, seniority rights, and/or legitimate County business necessity or as otherwise permitted by applicable law.
- 6.4 Equal Responsibility:** The Association shall share equally with the County the responsibility for applying the provisions of the Agreement.
- 6.5 References to Gender:** All references to employees in this Agreement designate non-binary terms by using They, Them, and Theirs.

Article 7.
MANAGEMENT RIGHTS

It is recognized that an area of responsibility must be reserved to the County if it is to effectively serve the public. Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities and authority of management are exclusively functions to be exercised by the County and are not subject to negotiation. By way of illustration and not of limitation, the following are listed as such management functions and authority:

- 1) The determination of the services to be rendered to individuals served by the County.
- 2) The determination of the County's financial, budgetary, accounting, and organization policies and procedures.
- 3) The continuous overseeing of personnel policies, procedures, and programs promulgated under any ordinance or administrative order of the County establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
- 4) The management and direction of the work force including, but not limited to, the right to determine the methods, processes, and manner of performing work; the determination of the duties and qualifications of job classifications; the right to hire, promote, train, demote, transfer, and retain employees; the right to discipline or discharge; the right to lay off; the right to abolish positions or reorganize departments or divisions; the right to determine schedules of work; the right to schedule employee vacations; the right to purchase, dispose, and assign equipment or supplies; and the right to contract or subcontract for any work.

In the event the County contemplates contracting or subcontracting work which is currently and regularly being performed by bargaining unit employees, the County will provide thirty (30) days' notice of any pending decision, and will afford the Association of an opportunity to discuss the matter and propose alternatives during such period. The County shall meet with the Association to negotiate the effect of such proposed contracting out of subcontracting prior to the presentation of any such proposal to the County Administrator or Board for formal action for a period up to thirty (30) days. Should this contracting out involve emergency staffing needs, these thirty (30) day periods are waived. The County will notify an ONA representative of the emergency need as soon as practicable.

Article 8.
HOLIDAYS (TA 7/12/21)

8.1 The following days are paid holidays:

New Year's Day	Labor Day
Presidents' Day	Veterans' Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	One (1) Personal Holiday

8.2 In the event the County Board of Commissioners recognizes an additional holiday, it will be added to the list in Section 8.1, above.

8.3 Whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday will be considered the holiday.

8.3.1 Full-time employees who do not work on a holiday shall receive eight (8) hours' pay for the holiday. If the employee's work schedule for the week during which the holiday is observed is one of four shifts of ten hours each (4-10 schedule) the employee may choose, but shall not be required, to use accrued vacation or compensatory time to receive his/her normal compensation for the day on which the holiday is observed. Alternatively, if work is available and prior approval is gained from the employee's supervisor, the employee may work the additional two (2) hours on other days during that workweek, in which event the employee will be compensated at his/her straight-time rate for the two (2) extra hours, and the provisions of ORS 279.340 are specifically waived in such an instance.

8.3.2 Part-time employees shall receive holiday pay in the same proportion as their regular monthly schedule when they do not work on a holiday.

8.3.3 If an employee works on a holiday, the employee shall receive his/her regular holiday pay plus time and one-half (1-1/2) for those hours actually worked.

8.3.4 Employees shall be eligible to receive holiday pay only if present or in paid status for the full timer period of their regularly scheduled workday both immediately preceding and immediately following the holiday.

8.4 Holidays which occur during a vacation or paid leave shall not be charged toward such vacation or paid leave.

8.5 Employees who wish to take a personal holiday shall submit their request for said Holiday off at least one (1) week in advance whenever practicable.

Article 9.
VACATION TIME

9.1 Employees shall accrue vacation on the following basis:

No. of Qualified Payroll Periods	Hours of Vacation Leave Per Qualified Payroll Period
0 to 130	3.6924
131 to 260	4.6154
261 to 390	5.5385
391 to 520	6.4616
521 and over	7.3847

9.2 Part-time employees shall be credited with vacation leave based upon the above schedule in proportion to the actual time worked.

9.3 Upon termination of an employee, the employee or his/her heirs shall be paid cash compensation for accrued vacation leave.

9.4 The maximum amount of vacation leave for any employee shall be three hundred sixty (360) hours. The Board of County Commissioners may authorize individual exemptions to this limitation; however, if an employee leaves the Employer's service, the employee may be reimbursed for not more than three hundred sixty (360) hours.

9.5 Vacation leave requests when made one month in advance, shall be granted according to seniority if at all possible. Exceptions to this policy would include emergency leaves, such as a death in the family.

Article 10.
SICK LEAVE

- 10.1 Sick Leave Accrual:** Employees shall accumulate sick leave at the rate of 0.0462 hours per each hour paid. The maximum accrual of sick leave for any employee shall be ninety-six (96) hours per calendar year. Any unused sick leave may be carried over and used in the following calendar year. Sick leave may be accumulated without limit but will not be paid upon termination of employment. When an employee is transferred or appointed to another department of the County, the employee's accumulated sick leave credit shall be transferred with the employee to that department.
- 10.2 Utilization:** An employee who is unable to perform his/her duties by reason of personal illness or injury, necessity for medical or dental care, exposure to contagious diseases or for any reason covered by applicable laws and statutes governing the use of sick leave, may utilize his/her accrued sick leave. To the extent permitted by applicable law, the employee may be required to furnish satisfactory evidence of the need to use sick leave.
- 10.3 Notification:** In the case of the employee's personal illness or injury, notification should be given as soon as is practical of the employee's intent to use accrued sick leave. For a temporary absence covered by sick leave which is predictable, e.g., surgery or pregnancy, the employee shall give the immediate supervisor sufficient notice to plan for staffing during the employee's absence and shall provide the immediate supervisor with a written statement from attending physician stating the date the leave is to begin. The employee shall notify the immediate supervisor as soon as the attending physician releases the employee to return to work. Additional requirements apply for employees whose sick leave may qualify under Oregon or federal leave law.
- 10.4 Illness in Employee's Immediate Family:** An employee may utilize paid sick days because of an illness in the employee's immediate family (as defined by applicable County rules and regulations) that reasonably requires the employee's attendance. The

County may request that the employee provide a note from the medical provider that verifies the illness.

10.5 Leave Credit Following Reemployment: An employee, who is reemployed following a layoff, or an expiration of a leave without pay, will have sick leave credits accrued during the previous employment period restored.

Article 11.
OTHER LEAVE

- 11.1 Leave of Absence Without Pay:** A leave of absence without pay of up to ninety (90) calendar days may be granted for good cause (which may include disaster relief volunteer work) at the discretion of the County when applied for in writing in advance. An employee may request an extension of a leave of absence up to an additional ninety (90) days.
- 11.2 Family and Medical Leave:** The County will grant eligible employees family and medical leave consistent with Oregon and Federal law and County policy.
- 11.3 Jury Duty:** An employee shall be granted leave with pay for jury duty, provided that the compensation paid to the employee during the jury duty shall be reduced by the amount of money, if any, received by the employee for such duties.
- 11.4 Military Leave:** Military, alternative service and peace corps leave shall be granted in accordance with Oregon and federal law.
- 11.5 Court Appearance:** When an employee is subpoenaed for a court appearance regarding County business, the employee shall be paid at his/her regular rate of pay; provided that the compensation paid to him/her shall be reduced by an amount equal to any compensation he/she may receive for the court appearance.
- 11.6 Bereavement Leave:** An employee shall be allowed up to three (3) consecutive workdays time off with pay for death in the employee's immediate family (as defined by applicable County rules and regulations). An additional leave of two (2) consecutive workdays shall be allowed for necessary funeral travel time when approved by the immediate supervisor. Workdays are defined as the employee's regular daily work schedule. An employee qualified for leave under the Oregon Family Leave Act (OFLA) will be allowed up to two (2) weeks of unpaid bereavement leave for the death of a

family member qualified under OFLA. The two weeks of bereavement leave granted is inclusive of any bereavement leave taken under this section and must be completed within sixty (60) days from the date the employee was notified of the death of the family member. OFLA bereavement leave is to be taken in one continuous block of time. In exceptional circumstances the Appointing Authority may authorize intermittent leave when deemed appropriate.

11.7 Inclement Weather: The County and the employees will adhere to the County's policy concerning inclement weather.

Article 12.
EDUCATIONAL LEAVE

12.1 Educational Leave Without Pay: After completing twelve (12) months of employment, an employee, upon request, may be granted leave of absence without pay for educational purposes at an accredited school when it is related to his/her employment. The period of such leave shall not exceed one year, but it may be renewed or extended with approval of the appointing authority at the request of the employee when necessary.

12.2 Continuing Education:

A. Full-time and part-time employees may take up to seven (7) workdays per fiscal year without loss of pay to attend seminars or other regular courses of instruction which will contribute to the professional development of the employee or to maintain an employee's license. Unless specifically directed by the appointing authority to attend a seminar or course, the employee must request and receive prior approval from the appointing authority before enrolling in a seminar or course to be held during regular working hours.

When such seminar or course attendance is directed or authorized by the appointing authority, tuition and/or registration costs and costs of the instructional materials shall be paid by the County.

B. Food, lodging, and/or travel expenses necessarily incurred in connection with a seminar or other regular course of instruction required by the appointing authority shall be reimbursed by the County in accordance with its then-current per diem schedule, upon receipt of a properly detailed County expense form. At the option of the appointing authority, full or partial reimbursement of such incurred expenses also may be provided for seminars or courses authorized but not required by the appointing authority.

C. The County will notify employees of the average amount available to employees for training and related expenses for the current fiscal year by August 1 of each year of this Agreement, but in no case shall the average be less than \$800.00 per employee (\$1,050.00 for Nurse Practitioners).

- D. Tuition reimbursement may be granted, in the discretion of the Appointing Authority, to an employee for college or master's courses taken on the employee's own time which are directly related to his/her current position and will result in his/her professional improvement if the following conditions are satisfied:
- 1) The employee receives written approval from the Appointing Authority prior to enroll in the courses; and the employee successfully completes the course with a grade of "C" or better.
 - 2) The employee shall receive tuition reimbursement after satisfactory completion of the courses, provided he/she is still employed by the County. An employee who leaves County employment within six (6) months following tuition reimbursement will be required to reimburse the County for such tuition reimbursement.
- E. In cases where a particularly pertinent course is not available on the employee's own time, the County may also allow up to four (4) hours per week off for the duration of the course without loss of wage or benefits.

Article 13.
HOURS OF WORK (TA 7/12/21)

- 13.1 Workday, Workweek, and Work Schedule:** A workday shall consist of a twenty-four (24) hour period, commencing at the start of the employee's regular work shift. The normal workweek shall consist of forty (40) hours of work in seven (7) consecutive days, commencing on Saturday and ending on Friday unless otherwise modified by the County. The normal work schedule shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. Employees may request an alternative work schedule. All work schedules must be approved by the Division Manager.
- 13.2 Rest Periods:** Each employee shall take a fifteen (15) minute rest period for each work period which constitutes the major portion of four hours.
- 13.3 Meal Break:** Each employee shall take a one (1) hour meal period on the employee's time, which shall be scheduled as near as possible to the middle of the workday. An employee may take less than a one (1) hour meal period with supervisor approval, but even with supervisor approval the employee must take at least a thirty (30) minute meal period.
- 13.4 Work Outside Normal Schedule:** The County will attempt to give an employee at least seven (7) days' notice of any work to be performed on a day the employee is not normally scheduled to work. If an employee does not receive at least seventy-two (72) hours' notice of the need to work on a day on which he/she is not normally scheduled, all work performed on the unscheduled day which is within seventy-two (72) hours of the employee's receipt of the notice shall be paid at the rate of time and one-half (1-1/2), except that if in such circumstances the employee works at least forty (40) hours on his/her normally scheduled workdays during the remainder of the workweek, all hours worked by the employee on the unscheduled day and within seventy-two (72) hours of the employee's receipt of the notice shall be paid at the double time rate.

13.5 Saturday Work: In the event employees will be regularly scheduled to work more than one Saturday per calendar month, the County will give two (2) weeks' notice prior to the schedule change.

13.6 On-Call Pay: An employee who is placed on call shall, at the discretion of the Appointing Authority, receive one (1) hour of pay at his/her regular rate of pay or one (1) hour of compensatory time for each eight hour shift (employee's choice). When the on-call shift is less than 8 hours, compensation shall be prorated by the number of hours on call. If the employee is called to work while on call, in addition to his/her on-call compensation, he/she shall be paid at the rate of time and one-half (1-1/2) his/her regular rate of pay for the time worked (to the nearest fifteen (15) minutes), with a minimum call out of one (1) hour.

13.7 Flex-time: Flex-time is a non-recurring adjustment to the established arrival and/or departure time of a scheduled shift on a particular day. A request for flex-time is used for a singular personal event that requires the attendance of an employee or for scheduling reasons as determined by the supervisor.

The employee shall request approval for such adjustment to their scheduled work hours in advance of the date requested unless the employee experiences an unforeseen emergency. Flexing time must be done within the forty (40) hour work week. Employees may not have a flexible work schedule that results in overtime, unless approved by their supervisor.

13.8 Adjustment to Normal Work Schedule: Consistent with the operating needs of the County, an employee's normal work schedule may be adjusted by mutual agreement between the employee and the Division Manager. In the event of a change by mutual agreement, the new schedule shall become the standard workday and workweek for the affected employee.

13.9 Job Vacancies: The County will email all bargaining unit job vacancies to the members of the bargaining unit. The email shall include budgeted hours, which will

include classification, shift, and hours per day. A nurse who wishes to transfer (see Section 15.5) shall make his/her desire known in writing to the individual designated by the County. When a position opening occurs, before it advertises the vacancy for outside candidates the County will consider transfer requests from current employees.

13.10 No Pyramiding: Hours which are compensated at an overtime or premium rate shall not be counted in determining an employee's eligibility for an overtime or premium rate for other hours during that same workday or workweek, nor shall more than one overtime or premium rate be paid for the same hours.

Article 14.
OVERTIME

- 14.1** Overtime is work performed in excess of forty (40) hours in a workweek. All paid leave, including vacation, holiday, sick and compensatory time, shall count as hours worked for purposes of calculating overtime.
- 14.2** Compensation for overtime work shall be at the rate of time and one-half (1 1/2) the employee's regular rate of pay. Overtime shall be compensated in the form of compensatory time off or, at the option of the County, in the form of compensatory pay at the applicable rate. Compensatory time off shall be scheduled by mutual agreement between the employee and his/her supervisor. Overtime shall be recorded to the nearest one-fourth (1/4) hour.
- 14.3** The maximum accumulation of compensatory time off for any employee shall be eighty (80) hours. Upon reaching an accumulation of eighty (80) hours, an employee will receive paid overtime as described in Section 14.2 above.
- 14.4** Except in situations that would negatively interrupt and disrupt patient care, an employee shall seek and obtain prior approval from his/her supervisor before working any overtime.

Article 15.

WAGES

- 15.1** Employees covered by this Agreement shall be compensated in accordance with the wage schedule set forth in Schedule A which is attached to this Agreement and by this reference is made a part hereof. Each employee shall be paid at one of the steps of the range prescribed for his/her classification.

In the event the County employs Corrections Health Nurses during the term of this Agreement, the parties agree to negotiate wages and hours for these employees. All other terms of this Agreement will remain in effect and apply to these employees.

- 15.2** For purposes of performance reviews and possible merit step increases, an employee's initial anniversary date shall be the beginning of the payroll period in which the date of appointment or promotion occurs. Thereafter, when an employee has performed satisfactorily, as determined by the appointing authority, the employee may be granted an increase at the completion of twenty-six (26) qualified payroll periods after the anniversary date, and additionally an increase to the next succeeding step of the range may be granted upon completion of every twenty-six (26) qualified payroll periods since the last in-range increase until the employee has reached the top of the wage rate for the classification.

- 15.3** **Promotion:** A promotion is an appointment to a position in a classification which has a higher maximum wage rate than the employee's present classification. Whenever an employee is promoted, the employee shall receive the nearest higher step wage that is not less than 4.9%, and may be equal to or greater than five percent (5%), above the employee's current wage on the new range at the beginning of the payroll period.

Demotion: A demotion is an appointment to a position in a classification which has a lower maximum wage rate than the employee's present classification or a reduction in rate to a lower step on the range. When a class demotion occurs, the Department Head shall appoint the demoted employee to a wage within the wage range of the

lower classification which is less than or equal to the employee's present wage. The employee shall retain the same anniversary date.

- 15.4 Position Transfer:** A position transfer is an appointment to a position in the same classification and the employee's pay and anniversary date remains the same.
- 15.5 Range Change:** When a range is changed, the employee's pay is based on the same step of the new range as in the old. Such change shall not alter the employee's anniversary date.
- 15.6** A Public Health Nurse 1 shall be promoted to Public Health Nurse 2 upon successfully demonstrating competence at the journey level, meeting the minimum qualification standards for the journey classification and the completion of one year of satisfactory employment with the County. The Public Health Nurse 1 is a training class and Public Health Nurse 2 is a professional staff nurse class.
- 15.7 Lead/Preceptor Pay:** An employee assigned in writing and as directed by department management to be a Lead and/or a Preceptor for a newly-hired nurse or a nurse changing program area shall be paid an additional amount equal to 5% of the employee's base pay for all hours during which the employee is working as a Lead and/or Preceptor for a newly-hired nurse or a nurse changing program area.
- 15.8 Weekend Differential:** Employees who are scheduled to work any time between 12:01 a.m. Saturday and 11:59 p.m. Sunday will receive one dollar and fifty cents (\$1.50) per hour weekend differential for each such hour worked on a Saturday or Sunday, except such weekend differential will not be applicable to hours for which overtime is paid. An employee who is working an alternative schedule in accordance with Sections 13.1 and 13.8 that includes weekends as regular workdays are not eligible for the weekend differential.
- 15.9 Bilingual Pay:** All current employees in designated bilingual positions will receive bilingual pay per county policy. An employee may request that his/her position be designated as a bilingual position. The County shall grant the request, subject to the operational needs of the department as determined by the County and if the

County requires the employee to spend more than twenty percent (20%) of his/her workday utilizing his/her bilingual skills, and the employee is able to pass the County's bilingual tests.

In the event of layoffs, employees hired into positions prior to August 15, 1997 will have layoff and bumping rights in accordance with Article 21.2 of this Agreement.

Employees in designated bilingual positions hired after August 15, 1997 will be protected from the bumping provisions specified in Article 21.2(b) to the extent that they will be considered a "specialty area within a classification" as contemplated by Article 4.10.2 A of the Personnel Rules and Regulations. However, a more senior employee with certifiable bilingual skills may bump a less senior person in a designated bilingual position.

15.10 Budget Process: In November of each year, the head of the Health Department or designee will allow ONA to provide information concerning wages and benefits received by other nurses in the Portland metropolitan region, which the County may review at its sole discretion.

Article 16.
MERIT RATINGS

- 16.1** Employees shall receive performance evaluations (merit ratings) in accordance with the provisions and guidelines contained in the County's then-current Personnel Rules and Regulations.
- 16.2** The merit ratings shall be completed by the employee's immediate nursing supervisor except in emergency instances where such supervisor is unavailable. Copies of the merit rating form shall be given to the employee following the determination by the Department Head whether a merit step increase is to be granted.
- 16.3** The evaluation and decision to grant a merit step increase shall not be subject to the grievance procedure, however, the employee may request a review of the evaluation by the Human Resources Manager.

Article 17.
HEALTH AND LIFE INSURANCE

17.1 Medical Insurance: Effective for the plan year in 2021, through the duration of this collective bargaining agreement, the County will provide eligible employees, as defined in the County policy, the following health insurance option:

- PPO: **Low Deductible Plan. High Deductible Plan.**
- HMO: **Low Deductible Plan. High Deductible Plan.**

Each plan under the PPO and HOM will have its own established rate based on actuarial cost of the Plan.

The County also will provide dental and vision insurance similar to coverage currently offered; or plans of other carriers offering reasonably comparable overall benefits.

The County's and employees' insurance contributions will be based on tiered rates depending on the level of coverage selected by the employee (e.g., employee only, employee plus spouse, full family coverage, etc.), rather than on a composite rate.

Effective January 1, 2021, the County's maximum contribution for medical, dental and vision insurance will be 90% of the premium for the plans selected by the employee.

For those employees who meet the Wellness Points requirement for the preceding plan year, the County's maximum contribution for medical, dental and vision insurance will be 95% of the plans selected by the employee.

To qualify for the higher County premium contribution rate, the employee will meet the wellness point requirements as determined by a work group of the County wellness Committee. Wellness points earned in each calendar year will determine the employee's plan option or the following calendar year.

The Association may appoint one member to the work group of the County Wellness Committee. The work group will seek information and input from the County's benefits consultant as it determines the wellness point system. In the event the work group is unable to reach a consensus on the wellness point system, the system shall be

determined by the County and will be subject to interim bargaining with the Association under ORS 243.698, except that the interim bargaining period shall be shortened to thirty (30) days.

Should health insurance premiums for plan year 2022, 2023, or 2024 increase by ten percent (10%) or more over the preceding year, either the County or the Union may reopen discussion concerning restructuring of contribution rates and/or a restructuring of benefit plan design. The parties agree to a forty- five (45) day mid-term bargaining period in the event a reopener is exercised.

17.2 Opt Out: The County will provide a continuation to a VEBA account in the amount of \$125 per month (paid on the first two pay periods of the month) for eligible employees who choose to opt out of the County's medical, dental and vision insurance plans. In order to qualify for the Opt Out contribution, the employee must provide proof that s/he is covered by another qualified group health plan that meets them minimum value requirements set forth under the Affordable Care Act.

17.3 Life Insurance: The County will provide fully paid life insurance coverage for each eligible employee and dependents with a policy value of at least \$10,000. Eligibility for insurance coverage will be determined according to existing written agreements between the County and its insurance carriers.

17.4 Employee Benefit Committee: In the event that the County convenes a benefits committee to review its medical, dental, life and/or disability insurance plans during the term of the Agreement, the ONA may select one bargaining unit employee to be a member of the benefits committee.

17.5 Long-Term Disability: The County will continue to provide each eligible employee with a fully paid long-term disability benefit program benefit. The benefit provided to bargaining unit employees will be consistent with the benefit offered to non-represented County employees.

17.6 The County will allow each retired employee the opportunity to remain in the existing life insurance program with the employee paying the monthly or yearly premium, subject to the carrier's plan provisions.

Article 18.
RETIREMENT AND WORKERS' COMPENSTAION

- 18.1** The County shall continue to participate in the Public Employees Retirement System (PERS) for employees eligible to participate in the system. The County shall participate in the Oregon Public Service Retirement Plan (OPSRP), for all other employees.

Employees under this Agreement who are eligible to participate in PERS or OPSRP shall contribute six percent (6%) of their salary for their retirement to be withheld, as a pretax contribution which shall be treated for tax purposes as a contribution by the County, for the purposes of Internal Revenue Code Section 414(h) (2). Such contribution shall be deposited in accordance with State Law.

No Employees covered by the collective bargaining agreement shall have the option for receiving the salary payment and paying the PERS or OPSRP contribution directly, and an employee's reported salary on the W-2 form for tax purposes will be reduced by the amount of the employee's contribution. If any provision of this Agreement is held invalid for any reason by a court or administrative body having competent jurisdiction, the remaining provisions shall remain valid and in full force and effect.

- 18.2** The County will provide Worker's Compensation as required by state law and in accordance with County policy. Employees are insured under the provisions of the Oregon State Workers' Compensation Act for injuries or illness occurring during the scope and course of employment for the County. The day of injury is a regular day of pay and considered the first day of a three-day waiting period is the following calendar day the employee is unable to work as directed by a provider. The employee is required to use their sick leave (if available) for the time missed during the three-day waiting period. In accordance with Washington County policy, the employee may be paid for lost wages for the first three calendar days if the employee is off work for 14 consecutive days as authorized by a provider or is hospitalized overnight.
- 18.3** An employee who is unable to perform the normal duties of his/her position because of a compensable workers' compensation injury or illness may be assigned by the County to other work which he/she is qualified and physically able to perform as

authorized by a provider, whether such work is or is not of a type normally performed by employees in the bargaining unit. The County may assign an employee to job modification or transitional duty if the County determines this will be in the best interest of the county and the employee. The positions are temporary, lasting no more than 120 working days and the employee is required to present an updated Provider's Release to the County after each medical appointment. Such employment opportunity shall not cause a reduction in the employee's normal level of compensation and benefits. The employee will receive his or her regular compensation and benefits while working in a temporary modified or transitional duty position. The County reserves the right to discontinue or change any such assignment at any time.

Article 19.
RETIREMENT AND WORKERS' COMPENSTAION

19.1 Union Representatives:

- a. The County agrees that accredited representatives of the Union, upon reasonable and proper introduction and notice, shall, with departmental approval, have reasonable access to the premises during working hours to conduct business with the County within the scope of employment relations.
- b. The Union representatives shall have reasonable access to employees provided such activity shall not interfere with the regular work routine.
- c. For purposes of employees in the bargaining unit who are not new employees, reasonable access includes, but is not limited to:
 1. The right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and
 2. The right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.
- d. For purposes of newly hired employees in the bargaining unit, reasonable access includes, but is not limited to:
 1. The right to meet with the new employees within 30 calendar days from the date of hire for a period of 30 minutes, during new employee orientation or, if the public employer does not conduct new employee orientations, at individual or group meetings, without a loss of compensation or vacation.

19.2 Employee Representative: The Association shall provide written notice to the Department Head indicating which person is designated as the Association's employee representative. Notice shall be provided on July 1 of each year or whenever the employee representative is changed.

19.3 Association Business During Work Hours: The employee representative or the business representative may represent the Association during working hours in the

procedure and matters addressed in Article 22 (Discipline and Discharge) and Article 23 (Grievances), and for other Association business identified in Section 19.1, above.

- 19.4 Bulletin Boards:** The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Association and to allow posting of all notices of the Association. The Association shall limit its posting of notices and bulletins to such bulletin boards.
- 19.5 Special Conferences:** Special conference for important matters, which may include issues such as scheduling and safety, which are not addressed in the Agreement may be arranged between designated representatives of the Association and the County upon request of either party. The matter to be discussed at such a conference shall be proposed at the time the conference is requested. Association representatives, not to exceed three, may participate in such conferences without loss of pay. The parties will make a good faith effort to resolve the issues raised.
- 19.6 Contract Negotiations:** A negotiating team for the Association to include no more than two employees may attend negotiation meetings with County representatives to secure renewal of this contract without loss of pay. The date, time, and place for negotiation meetings shall be established by mutual agreement between the parties. The bargaining team also will receive up to eight (8) hours of paid time to prepare for bargaining. The County shall not incur an overtime obligation as a result of employees attending negotiation sessions. If a bargaining team member attends bargaining outside of their normal work hours, they may flex their normal work hours on the day of the bargaining session in order to attend the bargaining session on paid work time.
- 19.7 Use of Building Facilities and Equipment:** Union representatives shall be allowed the use of the facilities or property of the County for meetings with bargaining unit employees when the facilities are available and the meetings would not conflict with the business of the department or County or otherwise interfere with the County's operations. Union representatives shall have the right to conduct these meetings without undue interference and may establish reasonable rules regarding appropriate conduct for meeting attendees.

19.8 Use of Electronic Mail System: A Union representative shall have the right to use the County's electronic mail systems or other similar communication systems to communicate with the employees in the bargaining unit regarding:

- a. Collective bargaining, including the administration of collective bargaining agreements;
- b. The investigation of grievances or other disputes relating to employment relations;
- c. Matters involving the governance or business of the labor organization.

19.9 Time Release: The County may grant one (1) member of the Association release time to serve as a representative of the Association and to attend labor-related conferences and other Association sponsored programs for up to three (3) day per year. Requests for release time must be submitted to the immediate supervisor no less than three (3) weeks in advance of the requested time off. These leaves must be approved in advance by administration and the Association will reimburse the County for its costs associated with granting this leave.

Article 20.
OTHER BENEFITS

20.1 Medical Examinations: If employees are required as a condition of employment to have periodic medical examinations, the County will reimburse those employees for the cost of an examination and any other procedures required by the County, less insurance paid benefits, upon presentation of adequate evidence of the fees, and will provide regular paid time off (separate from sick leave and vacation) for such examinations.

20.2 Transportation:

- A. If the County provides employees with vehicles, such vehicles will be maintained in safe working condition by the County. Any unsafe condition coming to the attention of the employee shall be reported to the County.
- B. An employee whose job requires driving to a job location or locations other than their normal report station shall receive current mileage allowance for all such travel, excluding normal mileage incurred to and from work, should the reporting site be located a further distance than the normal reporting site and the employee is permitted to report to such site without first stopping at their normal reporting site.

20.3 Mileage: Each employee entitled to mileage shall be paid or reimbursed in accordance with the County mileage plan.

20.4 The County shall provide medical malpractice insurance coverage for all Registered Nurses and Nurse Practitioners covered by this Agreement.

20.5 The County shall reimburse the statutorily required and work-related licensure fees for all Registered Nurses and Nurse Practitioners covered by this Agreement.

Article 21.
LAYOFF AND RECALL

21.1 Definition of and Reasons for Layoff: A “lay off” is defined as a separation from service for the County (or involuntary reduction in hours, meaning a reduction of hours of greater than 20%) for reasons not reflecting discredit on the service of the employee and for reasons outside of the employee’s control. For example, an employee may be subject to layoff in the event a position is abolished, a shortage of funds or work occurs, or changes in an agency are required. Duties performed by laid off employees may be reassigned to other employees already working, who hold positions in appropriate classes. The County shall determine the classes and numbers of positions to be affected by this Article.

21.2 Order of Layoff and Bumping Procedure:

- A. The County agrees to request volunteers for resignation (without recall rights under this Article) in affected classifications prior to conducting the layoff. Any temporary employees in the affected classifications shall be separated from employment before regular full time and part time employees are laid off.
- B. Thereafter, layoff shall be made for regular full time and part-time employees within licensed specialties the affected classifications in the inverse order of the number of qualified payroll periods for such employees. In the event that two employees have the same number of qualified payroll periods, then the date of employment shall be used to determine layoff. In the event that two persons have the same number of qualified payroll periods and the same date of employment, layoff will be determined by coin flip.
- C. An employee who is laid off may "bump" the employee with the least number of qualified payroll periods in another classification in the bargaining unit, provided that the bumping employee is qualified for the work involved as determined by the appointing authority and has more qualified payroll periods than the employee to be bumped. Employees to be laid off shall submit written bumping requests to the Human Resources Division within three (3) calendar days of receipt of written notice of layoff. If no request to bump is received, the employee shall be laid off. The County shall officially notify employees whether bumping requests are granted or denied. If a written request to bump is granted, the employee bumped shall, in turn, acquire the bumping rights under

this article he/she may possess by reason of qualification for the work and number of qualified payroll periods in the bargaining unit.

- D. Subject to the provisions of Section 21.8 an employee previously displaced from an assignment as a result of a layoff shall be given preference to return to such assignment should the position once again become available.

21.3 Payment of Accrued Vacation: An employee shall be paid vacation that the employee has accrued at the time of the layoff. (This section shall not apply to involuntary reductions of hours)

21.4 Interruption of Employment: Career employees, who leave the County service for military service and return to their position within six (6) months after receiving an honorable discharge, shall receive credit for such military service. Seniority shall also be accumulated by employees while on authorized leaves of absence with pay.

A career employee who has voluntarily left employment to accept employment in an exempt or unclassified position, or any employee who has been laid off, upon appointment from the list in the bargaining unit or comparable class shall retain previously accrued seniority.

21.5 Loss of Seniority: A career employee, other than one laid off, who separated from the County service and subsequently returns to County employment, shall regain previously accrued seniority if the employee returns to County service within one hundred eighty (180) calendar days.

21.6 Demotion in Lieu of Layoff: Any career employee who is about to be laid off may file a written request with their appointing authority requesting a demotion in lieu of layoff. The appointing authority shall grant this request in any bargaining unit classification a vacancy exists and where, following the standard orientation for the position, the employee qualifies for work involved in the position. In all cases where the employees are demoted in lieu of layoff, their names shall be placed on the layoff list and shall be given first opportunity to return to a position in their former classification. The individual electing to take demotion shall be placed within the wage range of the lower classification which is closest to the employee's present wage. The new salary shall not be greater than the employee's regularly assigned

salary prior to the demotion. The employee shall retain the same anniversary date.

21.7 Notice of Layoff: An appointing authority shall give written notice of a pending layoff to any affected employee and to the Oregon Nurses Association and to the Human Resources Division at least fifteen (15) calendar days before the effective date, stating the reasons for the layoff. Upon mutual agreement, the County and the Association may meet to discuss possible alternatives to the layoff.

21.8 Recall from Layoff:

- A. The layoff list shall consist of all employees who were laid off in the bargaining unit. The order of names on the layoff list shall be such that the name of the person who was last laid off is the first on the list. When two or more persons are laid off at the same time, seniority shall determine the order on the list with the longest seniority first. If a tie exists, the date of employment shall govern the order on the layoff list. The name of employees laid off or demoted in lieu of layoff shall be placed on this list. Recall shall be in reverse order of layoff within the employee's classification and licensed specialty; the classifications are set forth in Article 3 of this Agreement, and licensed specialties apply only to the Nurse Practitioner classification.
- B. An employee shall retain rights to recall for one year following the date of the layoff or demotion-in-lieu of layoff. When an individual is appointed from the recall list to a position in the same classification in which the person was previously employed, the individual shall be paid at the same wage step at which such employee was being paid at the time of layoff.
- C. The County shall notify an employee of recall by means of certified mail, return receipt requested. The Human Resources Division may remove the name of a person from a recall list if the laid-off employee fails to reply within fifteen (15) calendar days from the date of mailing of the notice to the laid-off employee's last known address.

21.9 Grievances: Employee grievances involving this Article may be filed at Step 2 of the grievance procedure contained in this Agreement.

Article 22.
DISCIPLINE AND DISCHARGE

- 22.1** Discipline shall be limited to oral reprimand, written reprimand, wage reduction, demotion, suspension, and discharge. No career or career-probationary employee shall be discharged, and no career employee shall be demoted, reduced in wage, or suspended, without just cause. Probationary employees do not have just cause rights in regard to discharge or other discipline and do not have access to the grievance procedure for discharge or any other type of discipline.
- 22.2** Notice of disciplinary action shall be in writing and given to the employee prior To taking the action except in the case of oral reprimand when the employee shall receive confirmation in writing after the action is taken. If the Department Head is considering the discharge of a career employee, the employee shall be given a written statement of the reasons for considering discharge and be given a reasonable opportunity to be heard before the decision for discharge is made. If after being heard, the Department Head decides discharge is appropriate, the employee shall receive in writing notice that shall outline the specific reasons for the discharge.
- 22.3** The employee may have an Association representative present during any discussion of disciplinary action prior to the County's final decision. If the County has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- 22.4** Any discipline imposed upon a career employee may be appealed as a grievance under this Agreement but not as an appeal to the Civil Service Commission. A disciplinary action, except reprimands, which is grieved shall commence at Step A grievance is a dispute which arises between the parties over the interpretation, application, or violation of the Agreement and shall be settled in the following manner:

Article 23.
GRIEVANCE PROCEDURE

23.1 Step 1:

An employee or the Association shall refer the grievance to the immediate supervisor within fourteen (14) calendar days of its occurrence, or within fourteen (14) calendar days of the date upon which the employee or Association becomes aware of its occurrence but in no event longer than ninety (90) calendar days from the date of occurrence. The grievance shall be reduced to writing and shall state the specific areas of the Agreement in dispute and remedy requested.

Step 2:

If the dispute is not settled within seven (7) calendar days of submission to the immediate supervisor, the grievance may be presented to the Department Head or his/her designee within seven (7) calendar days thereafter. When a grievance is presented to the Department Head or his/her designee, a copy of the grievance will also be simultaneously filed with the County Human Resources Division. The Department Head, or his/her designee, and such representatives as he/she may select shall meet promptly with the employee and/or the Association to attempt to settle the dispute.

Step 3:

If the dispute is not settled within seven (7) calendar days of the meeting between the Department Head and the employee and/or Association, the dispute may be submitted to the County Administrator within seven (7) calendar days thereafter. The County Administrator or his/her designee and such representatives as he/she may select shall meet promptly with the employee and/or the Association to attempt to settle the dispute, and shall issue a decision within fourteen (14) calendar days of the date of the Step 3 meeting.

Step 4:

If the dispute is not settled in Step 3, the Association may, within fourteen (14) calendar days of the decision in Step 3, submit in writing that the matter be

submitted to an Arbitrator for determination. Such notice shall be delivered to the County Administrator.

After the dispute has been so submitted, the parties, or their representatives, shall jointly request the Public Employment Relations Board for a list of the names of nine (9) Oregon or Washington arbitrators. The parties shall select an arbitrator from the list by such method as they may jointly elect or, if they are unable to agree, then by the method of alternative striking of names with first strike to be determined by coin flip. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list. The arbitrator's decision shall be final and binding and in writing, but he/she shall have no power to alter, modify, add to or detract from the terms of this Agreement. The arbitrator shall be asked to submit his/her award within 30 days from the date of the hearing. His/her decision may also provide retroactivity not exceeding ninety (90) days prior to the date of giving of notice to the County Administrator and shall state the effective date.

The arbitrator's fee, the cost of any hearing room and the cost of a court reporter, if mutually agreed to or ordered by the arbitrator, shall be borne by the losing party as designated by the arbitrator.

Article 24.
STRIKES AND LOCKOUTS

During the term of this Agreement there will be no withholding of professional services, strikes, or work slowdowns by the employees or lockouts by the County. In the event of employee conduct which is in violation of this provision, the County will notify the Association, and the Association will attempt to secure an immediate orderly return to work. Disciplinary action, including discharge, may be taken by the County against any employee(s) engaged in a violation of this Article.

Article 25.
CELLULAR PHONES

The County shall provide nurses whose practice requires field work with a functional, reliable mobile communication device (e.g., cellular phone). Such mobile communication devices shall be used pursuant to County policy. A nurse may request a stipend in accordance with County policy in lieu of a County-provided device.

Article 26.
SAVINGS CLAUSE

If any part of this Agreement should be held unlawful or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and the parties will immediately enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

Article 27.
ASSISTANCE PROGRAM

The County and Association agree that employees in the bargaining unit represented by the Association may participate in the County's Dependent Care Assistance Program.

Article 28.
EFFECTIVE DATE AND DURATION

Except as otherwise specifically provided herein, this Agreement is effective on the date signed by both parties; Appendix A is attached to and made a part of this Agreement. This

Agreement shall remain in full force and effect through June 30, 2024. Either party may give written notice to the other on or before January 1, 2024 of its desire to renew this Agreement

or to negotiate a new Agreement.

WASHINGTON COUNTY, OREGON

//Signature on file//

Chairman, Board of County Commissioners

Date:_____

OREGON NURSES ASSOCIATION

//Signature on file//

ONA Bargaining Team

Date:_____

//Signature on file//

ONA Bargaining Team

Date:_____

//Signature on file//

ONA Representative

Date:_____

APPROVED AS TO FORM

County Counsel for Washington County, Oregon

APPENDIX A: HOURLY WAGE RATES

1. Effective the first full pay period in July 2021, or upon ratification if later, increase wage rates by a percentage equal to the percentage change in the CPI-W, West Coast (Annual Average for 2020) with a maximum increase of 4.5% across the board. (The parties agree that the CPI-W, West Coast (Annual Average) for 2020 is 1.8%)

Effective the first full pay period in July 2021, or upon ratification if later, increase wage rates by an additional 8% as a market adjustment, for a total increase of 9.2%.

[NOTE: Public Health Nurse I will be a flat wage rate that is 5.0% below the Public Health Nurse II Step 1 wage rate.]

2. Effective the first full pay period in July 2022, increase wage rates by a percentage equal to the percentage change in the CPI-W, West Coast (Annual Average for 2021) with a maximum increase of 4.5% across the board.

Effective the first full pay period in July 2022, increase wage rates by an additional 2% as a market adjustment.

3. Effective the first full pay period in July 2023, increase wage rates by a percentage equal to the percentage change in the CPI-W, West Coast (Annual Average for 2022) with a maximum increase of 4.5% across the board.

Effective the first full pay period in July 2023, increase wage rates by an additional 2% as a market adjustment.

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CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

Return to Oregon Nurses Association,
18765 SW Boones Ferry Road Ste 200, Tualatin OR
97062-8498

or by fax 503-293-0013.

Thank you.

Your Name: _____

I certify that I have received a copy of the ONA Collective Bargaining Agreement with Washington County 2017 – 2020

Signature: _____

Today's Date: _____

Your Mailing Address _____

Home Phone: _____ Work Phone: _____

Email: _____

Unit: _____

Shift: _____