ARTICLE 2 GENERAL PROVISIONS

Section 2.1 Zipper Clause. Nothing herein shall preclude the County and the Association from meeting as provided for in the Labor Management Advisory Committee (LMAC) as defined in Article 23 during the term of this agreement.

The County shall have the right to unilaterally modify any employment condition(s) not covered by the terms of this agreement, and to do so without bargaining either the decision to do so or its impact on the bargaining unit.

Section 2.2 Notice Period Defined. In all cases herein where a notice period is referred to in terms of working days, that period shall be construed as County business days, Monday through Friday, 8:00 AM to 5:00 PM excluding County recognized holidays. It shall not refer to an individual nurse's working days. If any provision of this agreement requires a notice and at the same time fails to specify the length of such notice, it shall in all cases be ten (10) working days.
ARTICLE 4 ASSOCIATION RIGHTS

Section 4.1 Notice. The County will notify and explain to all newly hired employees their obligations under this Article. Upon hire, the County will provide the employee with a statement to sign which acknowledges that the employee has been told of and understands their obligations under this Article.

Section 4.2 Dues Deduction & Authorization ("Check off").
A. While this agreement is in effect, the County agrees to deduct the monthly membership dues from the pay of those nurses who individually request, in writing, such deductions, and to remit the aggregate thereof, to the Association, not later than the tenth (10th) day of the next succeeding month, together with an itemized statement thereof.

  The Association will provide to the County a list identifying the member additions, deletions, or rate changes for the County to deduct from the nurse’s wages to pay dues, fees, and any other assessments or authorized deductions to the Association.

B. Individual authorization for dues deductions shall be deemed a contract to the contrary pursuant to Oregon Revised Statute 292.055(3).

C. The County will furnish a check-off form, which includes the nurse status and authorization to deduct dues.

D. Each nurse must complete the check-off form and return it to the finance department within the first thirty (30) days of employment.

Section 4.3 Fair Share and Religious Objection. Each nurse who, thirty (30) days after the date of hire, is a member of the bargaining unit which the Association serves as a certified agent but who is not a member and chooses to remain not a member of the Association, and inasmuch as it is required that the Association represent every nurse within the bargaining unit, making each nurse thus a recipient of the Association’s services, it is mutually agreed and recognized by the parties that each nurse shall proportionally and fairly share in the cost of the

Page 8 of 81

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
collective-bargaining process. Therefore, the cost per nurse is fixed proportionally at the amount of dues uniformly required of each member of the Association, which amount shall be deducted monthly from each Association member and each non-Association member's compensation and remitted monthly in the aggregate to the Association.

Such uniform amounts as the Association treasurer certifies to the County as the monthly dues approved by the members of the Association shall remain as the reasonable amount to be deducted hereunder.

A like amount in lieu of dues will be automatically deducted from all nurses in the bargaining unit who have not signed an authorization form requesting Association membership dues deduction. It is understood that the like amount in lieu of dues shall only be used as directed by the constitution and by-laws of the Association and by the majority vote of the membership. Nurses terminating with less than (10) working days in any pay period will not be subject to dues or a like amount in lieu of dues deducted.

Any individual nurse's objection based on bona fide religious tenets or teachings of a church or religious body of which such nurse is a member will require the nurse to inform the County and the Association of their objection. In lieu of regular dues, the nurse shall make contributions to a tax-exempt non-religious charitable organization of their choice.

The Association agrees that all money collected and/or distributed herein will comply with ORS 260.432(1).

The Association shall indemnify, defend and save the County and/or any of its management employees for any costs incurred through any court or other legal proceeding instituted by any nurse in the bargaining unit as a result of the application of this section.
Section 4.4 Changed Status. A bargaining unit employee shall notify the Association in writing of a desire to change their membership status. They are required to mail such requests to the Association to the attention of the membership coordinator at:

ATTN: Membership Coordinator
Oregon Nurses Association
18765 SW Boones Ferry Road, Suite 200
Tualatin, Oregon 97062

The Association will promptly mail a copy of the notification for membership status to the Employer. Upon receipt, the County Employer will begin deducting the amount that reflects the bargaining unit employee's changed membership status.

Section 4.3 Nurse Listing. Within ten (10) calendar days from the date of hire for newly hired nurse, the County will provide the following information in the nurse's records:

- The nurse's name and date of hire;
- Contact information, including cellular, home and work telephone numbers, any means of electronic communication (work and personal email addresses);
- Home address;
- Job Title, Department, Location, and Wage.
ARTICLE 5 ASSOCIATION ACTIVITY

Section 5.1 Non-Discrimination. Neither the County nor the Association shall interfere with the
ing the nurses covered by this agreement to become or not become members of the Association.
The provisions of this agreement shall be applied to all members of the bargaining unit equitably to
the extent that specific working of the agreement allows.

Section 5.2 Association Responsibility. The Association recognizes its responsibility as
bargaining agent and agrees to represent all nurses with respect to grievances as herein defined.
Such representation shall be afforded any nurse within the bargaining unit whether or not that
nurse is a member of the Association. Nothing in this section shall be construed to require the
Association to pursue grievances that the Association considers invalid.

Section 5.3 Association Activities. Except as otherwise herein expressly permitted or
agreed to by the County, Association business, other than grievances, shall be transacted
outside of normal working hours (an exception to this provision may be granted if a request
is made by the Association representative to Human Resources). An Association
representative may enter County property to conduct Association business provided that
they give notice of their presence to the Department Director or appropriate County
representative.

The Association agrees to provide written notification to the County within ten (10) working
days following election or selection of Association representatives, stewards, or other
Association officers. The chief steward or an alternate steward may conduct Association
business directly related to the filing and subsequent processing of a nurse's grievance
during working hours without loss of compensation provided that at least a twenty-four (24
hour) notice, is given to the Department Director or their designee.

Duties required by the Association of its stewards, excepting attendance at meetings with
the County supervisory personnel and aggrieved nurses concerning grievance matters,
shall not interfere with their or other nurses' regular work assignments.

Performance of duties identified above, which are authorized to be performed during
regular working hours, shall not result in loss of pay.

Association officers, stewards, and Labor Representatives may use County telephones
for the purpose of notifying membership of meetings and may use County meeting
space. County-mailboxes may also be used to communicate Association business.
County owned copy machines, telephones, computers, electronic mail, and facsimile
machines may be used for grievance matters. The above-mentioned equipment may
also be used for communications between the Association Officers and the ONA Labor
Representatives during negotiations.

Section 5.4 Orientation. The County will establish and notify the Association president
of the regular time schedule for new employee orientations (NEO). An Association
representative will be allowed thirty (30) minutes without loss of pay to present
information to their bargaining unit members at the regularly scheduled Human
Resources NEO meeting. The Association will provide Human Resources with a current
listing of members authorized by the Association to present the Association's new
member orientation. Before each meeting, the County shall provide the name(s) of
nurse orientee(s) scheduled to be in attendance.

The Association shall be allowed to furnish informational packets, which shall be filed in
the Human Resources Department. These packets will then be given to each new
prospective bargaining unit member by the Human Resources Department at the time that
benefit forms are being explained and completed.
When a new nurse is unable to attend the initial NEO, the newly hired nurse shall attend the next NEO or the Association will hold an individual member orientation for up to 30 minutes on paid time.
ARTICLE 12 OTHER LEAVES OF ABSENCE

Section 12.1 Leave Procedures. Nurses may request leaves of absence. Each request shall
be judged by the Department Director on its individual merit and on the basis of the guidelines
provided herein.

No leave of absence, with or without pay, shall be granted unless a request is submitted in
writing by the nurse to the Department Director. With the exception of emergencies
relating to Family Medical Leave, approval of leaves of absence shall be obtained prior to
beginning the leave. All paid leaves shall be considered time worked. Leaves of absence
without pay shall not be considered time worked, and the nurse shall not accrue benefits,
seniority, or other conditions noted herein during leaves without pay.

Section 12.2 Leave Without Pay. The Department Director shall, for any reasonable purpose,
grant a leave of absence without pay. Prior to beginning a leave without pay, the nurse must first
exhaust all PTO and compensatory accruals. Leave without pay shall be submitted in writing to the
Department Director, and at their discretion, may be approved. Denial of a leave of absence
without pay request shall not be arbitrary or capricious. Requests for a leave of absence without
pay, including for humanitarian purposes will be granted subject to business operation's needs.
These will be reviewed on a case by case basis.

Section 12.3 Family and Medical Leave. A nurse may request up to twelve (12) weeks of
leave during any twelve (12)-month period for the purpose of caring for a child following birth,
adoptive, or foster care; for a spouse or domestic partner, son, daughter, parent, or parent-in-
law who has a serious chronic, temporary or permanent health condition, physical or mental
disability; or for a serious chronic or temporary condition that renders the nurse unable to
perform their job. The nurse may choose to utilize this leave on an incremental (hourly) or full-
time basis and may further choose to coordinate this leave with an accepted workers' 
compensation claim.

Requests for this leave shall be made in writing to the Department Head and forwarded to
Human Resources. The Human Resources Manager Leases Administrator may ask for
doctor’s verification of illness.
To be eligible for family and medical leave, a nurse must have completed their initial probationary period.

The nurse must utilize accrued leave balances, including PTO leave, sick leave, and compensatory leave before utilizing unpaid leave. A nurse has the option to retain up to forty (40) hours of PTO or compensatory leave while utilizing Family Medical Leave. For the duration of this leave, the nurse’s health, dental, life, and disability insurance coverage shall continue provided that the nurse continues to pay their portion of premiums that existed prior to the commencement of this leave.

Any eligible nurse who takes family or medical leave must be returned to the same position held prior to the leave, if available, or if not, an equivalent position for which the nurse is qualified.

A nurse who has exhausted family medical leave limits may refer to Section 2, Leave Without Pay.

**Section 12.4 Compassionate Leave.** Nurses shall be granted not more than three (3) days leave of absence with pay in the event of death in their immediate family to make household adjustments and to attend funeral services. In the event of a family death occurring more than two hundred (200) miles from the nurse’s home, an additional two (2) days paid leave shall be granted. Compassionate leave shall not be charged to any other leave accruals. A nurse’s immediate family shall be defined as spouse or domestic partner, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, stepmother, stepfather, son-in-law, daughter-in-law, or other member of the household. In relationships other than those set forth above, and under exceptional circumstances, the Department Director may approve compassionate leave. In the event of more than one compassionate incident occurring in the same fiscal year, and upon request by the nurse, the Department Director may grant additional paid compassionate leave.

In some situations, employees may be eligible for additional Bereavement Leave under the Oregon Family Leave Act (OFLA). In these cases, qualifying County-paid Bereavement Leave and OFLA Bereavement leave run concurrently and count against the employee’s OFLA entitlement.
Section 12.5 Witness or Jury Duty. When a nurse is called for jury duty, or is subpoenaed as a witness due to one's employment with the county, they shall continue to receive their regular salary and shall transfer all compensation received for the performance of such duty to the County. Jury and subpoena fees are to be submitted to the Finance Department. Overnight or weekend expenses compensated because of jury duty or as a subpoenaed witness, as well as statutory mileage fees provided for the use of the nurse's private vehicle, shall be retained by the nurse. Failure to comply with this Section shall be cause for disciplinary action.

Section 12.6 Military. A nurse who is a member of the National Guard or a reserve component of the armed forces for the United States shall be entitled to a leave of absence with pay and without impairment of other rights or benefits for a period not to exceed fifteen (15) calendar days per year. Leaves in excess of fifteen (15) calendar days per year shall be considered leave without pay. Military leaves of absence and reinstatement of employment shall conform to applicable state and federal statutes.

Section 12.7 Seniority During Leave. With the exception of military leave as referenced in 12.6, any nurse granted a leave of absence pursuant to this Article shall maintain their existing seniority, however, nurses will not accrue seniority during any leave without pay.

Section 12.8 Education Leave. After completing two (2) years of continuous service, a nurse upon written request, may be granted a leave of absence without pay by the Department Director, with approval by Human Resources, for the purpose of upgrading professional abilities through enrollment in educational courses at an accredited school or by participating in informal educational opportunities. The period of such leave of absence shall not exceed one (1) year. Requests for extensions beyond the initial time period may be considered but are not guaranteed. One (1) year’s leave of absence for formal or informal educational purposes will not be provided more than once in any three (3) year period.

Educational opportunities would include, but not be limited to learning and educational experiences designed to improve or upgrade the nurse's skills or professional ability.

The County shall make every reasonable effort to give interested nurses an opportunity to participate in educational opportunities.
The Department Director will consider the following when reviewing requests for educational leave:

1. Completion of two (2) years of continuous service with Benton County;

2. Review of the plan for covering the nurse's responsibilities during the leave. A plan would be developed collaboratively by the nurse and their immediate supervisor. The plan will identify options for coverage;

3. Relevancy of the educational opportunity to the nurse's career goals and to the mission of the Department;

4. If applicable, County's ability to meet contract obligations by securing qualified replacement staff.

In order to be granted leave for an educational opportunity, the nurse must submit their request in writing to the Department Director and to Human Resources at least sixty (60) days prior to the anticipated date of departure. The request should include the following information as well as any other information the nurse feels is pertinent:

1. The educational opportunity including anticipated date of departure and estimated duration of leave; and

2. The objectives and purpose of the opportunity; and its relevancy to the nurse's career goals and to the mission of the Department; and

3. The benefits to the nurse and the Department to be derived from the opportunity.

Section 12.9 Conditions of Educational Leave. The County shall require that each nurse attending a pre-approved educational program for ten (10) or more consecutive working days at County expense, sign a contract guaranteeing their continued employment with the County for one (1) year following their attendance, or the nurse will reimburse the County for expenses, including salary, in relation to said leave on a prorated basis if voluntary termination occurs within that one year period. Should the nurse be involuntarily terminated within that one (1) -year period, the nurse will not be responsible for reimbursing the County for any expenses.
Section 12.10 Post Leave Return to Work. Any nurse who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the County, unless the nurse, prior to the expiration of said leave of absence, has made application for and has been granted an extension to said leave, or has furnished evidence of inability to return to work by reason of illness or injury. Any nurse returning from a leave of absence shall be entitled to reinstatement to their former position with no loss of seniority or other benefits except that such benefits shall not accrue during the leave of absence.