**Outstanding Local Bargaining Unit Leadership!**

**“Small but mighty!”**

At last month’s ONA House of Delegates, our bargaining unit won the “Outstanding Local Bargaining Unit Leadership” Award from among 53 bargaining units statewide. The award is selected by ONA’s Labor Cabinet and is “presented to a group of member leaders who has strengthened the union as shown by increased member engagement, member growth, increased new leaders, and/or ownership of the work.”

We have succeeded in several of these areas, particularly our campaign to re-open bargaining around pay issues related to the pay for performance switch.

First, our current membership of 89 percent among the highest in ONA despite the US Supreme Court Janus v. AFSCME decision in 2018 that all public sector employers must be “open” shops. Since then, no public sector employee labor unions may collect an agency or fair share fee from nonmembers.

Benton County is small but mighty! Our co-chairs, Angela Edwards and Robin Baker, continue to engage other nurses in ONA conversations. Further, we have four active stewards for a ratio of one steward for every five nurses, when the usual goal is a one to ten ratio.

Our pay for performance plan campaign last year, in the middle of our contract, reopened wages, which is a very rare occurrence. As you remember, the employer originally issued a four-year pay for performance plan. However, as the third year approached, the employer radically changed the plan by reducing the amount of both lump sum payments and additions to base wages.

Cindy D’Angiolillo and Niki Kelley joined Robin and Angela to talk to you about the injustice of this last-minute change, which occurred weeks before the annual reviews for many nurses. We organized a membership meeting attended by 12 nurses.

After this meeting, each nurse prepared a statement to read to county administrators to tell their personal story. Several nurses had achieved their goal anticipating a larger pay raise and a lump-sum bonus of several thousand dollars. The employer’s last-minute change eliminated these lump sum payments and reduced the additions to base just weeks before many were due these monies.

At the meeting with county administrators, which was attended by a majority of our bargaining unit, each nurse read their prepared statements and statements by three other nurses who could not attend. We held a follow up meeting with the county administration to hear their response, which was also attended by a majority of our bargaining unit.

The employer agreed to reopen our contract, where our bargaining team (Robin, Angela, Cindy and Niki) successfully moved the employer! Our side letter awarded an additional 1.5 percent to base wage for all nurses, with retroactive pay back to the date of injury (July 1, 2019).
The employer also agreed to remove the cap on wages (our cost of living is tied to inflation). This new agreement means nurses’ wages will increase by the actual inflationary rate and not capped at 2 percent as previous. In late February, we held a membership meeting to celebrate this victory and plan for next year’s bargaining. To see our labor rep’s video presentation of this award, go here: https://youtu.be/ki6sJne-Rhw (3:25 length)

**Outstanding Local Bargaining Unit Leadership!**

**Bargaining Preparations**

Since our contract expires June 30, 2021, our co-chairs are preparing for bargaining with a membership meeting on Oct. 27. (see box for details).

Our team is interested in broadening bargaining participation in several ways. We hope you will consider one of these roles

- **SERVE ON OUR BARGAINING TEAM.** In this role, you would be involved in many meetings with our team to research and prepare proposals as well as directly bargain (i.e., meet across the table from the employer’s team).

- **CONTRACT ACTION TEAM.** This role serves a communication liaison between the bargaining team and individual nurses. Your goal here is to ensure members understand and are informed about what is happening at the table. You will also assist members to engage on our issues and participate in our job actions. (See article on page 4 for more information.)

- **PROPOSAL PREPARATION.** This role is researching and draft proposals for our bargaining team. This helps our negotiators present well-developed proposals to the employer’s team.

Our team began thinking through a process to develop, vet, and assess bargaining proposals. We talked about these steps:

- Each bargaining team member selects one or two articles/topics for which they are the primary person to identify possible ideas, research, develop draft language, and propose/defend at the table with our support.

- The primary research activities compare our contract article to other ONA contracts (other counties and strong language from the best hospital contracts) as well as looking closely at the contracts from the other two unions that represent county employees.

- From this work, we would identify eight to ten issues as possible proposals. Our team would bring these issues to our membership to further develop and prioritize them. We could use both a survey and individual conversations to rank the issues.

**Membership Meeting, Oct. 27**

We will hold a membership meeting on Tuesday, Oct. 27, 5:30 – 7:30 p.m. via Zoom. Use your browser or download the Zoom app to your device.


Meeting ID: 997 1284 5562 • Passcode: 373333

Gary Aguiar, text/call (503) 444-0690 or email [Aguiar@OregonRN.org](mailto:Aguiar@OregonRN.org) for more information.

**Volunteering For The County**

In the recent wildfire emergency, many nurses jumped forward to participate in the much-needed crisis support activities at the fairgrounds. It is great that so many nurses cared about our community members to volunteer to assist!

The idea of volunteering in such an emergency was an innate response by our nurses! However, we want to
caution nurses that “volunteering” has two definitions and some possible pitfalls.

**Undertaking New Tasks**

One form of volunteering is to offer to undertake new tasks beyond your traditional assignment. This kind of volunteering is great! It shows a willingness to learn and expand one’s practice, to support new programs and professional development. However, when a nurse agrees to new tasks, it should not be piled onto existing tasks. Instead, the volunteering nurse should have a conversation with their supervisor about which current tasks or projects will be reassigned to someone else or just not get done as a result of taking on the new one.

**No Unpaid Time**

Nurses should not work for free, because this can easily be a slippery slope where the employer continues to assign duties that require oodles of time every week. Restated, if nurses take on work beyond their normal workload in terms of time or commitment, they should be compensated for that additional time in flex or compensatory time.

We are here to support you with any concerns about either of these types of volunteering. Please reach out to your co-chairs or our labor rep, Gary Aguiar, text/call (503) 444-0690 or email Aguiar@OregonRN.org.

In the case of the wildfire, not volunteering to help would seem weird to many Benton County nurses. As one nurse expressed, “in our smallish community, my employer is the one in charge of the crisis..., all the supplies came from our clinic, the Benton County nurses were the only ones who were covered legally by working under clinic standing orders.”

On the other hand, the County Administrator’s email of Sept. 10 was firm, if no one “volunteered” for these duties, then Directors would be forced to assign someone to do that work. This language feels intimidating, because some nurses may be forced to do both their regular tasks and this assigned tasks, if no one volunteered. That is an unsafe place to put a nurse.

Since virtually all the nurses in our bargaining unit are exempt employees, the employer is not required to pay overtime under federal law (see box at right) We recognize that the employer intends to compensate nurses in these situations with compensatory (or flex) time. The problem here is that our contract contains only fugitive references to compensatory time in scattered locations. The other two Benton County labor unions have compensatory time provisions in their contract. See box on page 4. The employer's policy on compensatory time (Rule 8.5 Overtime). Click here, or go to www.OregonRN.org/52 and follow the link.

As nurses know, in some departments nurses rarely are able to take advantage of flex or compensatory time. We could bargain this topic next year. What do you think?

**What Does Exempt Status Mean?**

According to the federal Fair Labor Standards Act (FLSA), certain categories of workers are exempt from overtime rules. Employers are not obligated to pay overtime to exempt employees. Exempt employees must meet three criteria:

1) salaried,
2) earn more than a certain salary level (which is $35,568 in 2020), and
3) have executive or professional duties.

Registered nurses meet the professional requirement for exempt under FLSA. FLSA does not require the employer “to limit the amount of work time an employer may require or expect from any employee, on any schedule,” according to Chamberlain, Kaufman and Jones (https://www.flsa.com/coverage.html).

However, the employer has discretion whether they pay overtime and limit work. For example, in a collective bargaining agreement, an employer could agree to pay overtime or limit workload. The law does not require them to pay overtime or set limits on work tasks.

Instead, employers are more likely to offer exempt employees compensatory or flex time. Compensatory time is a mandatory subject of bargaining for public sector employees in Oregon.
Other Benton County Unions Have Compensatory Time Provisions

AFSCME, Council #75
Section 7.5. Overtime Premium.
Except when a flex schedule is mutually agreed to under Section 7.3, an employee shall be paid or granted compensatory time off at the County’s discretion at one and one-half (1-1/2) times his/her regular rate of pay for all time worked in excess of forty (40) hours in any scheduled workweek. All hours under County paid status shall apply. Payments from non-County sources, including but not limited to workers’ comp and long-term disability, shall not constitute salary paid by County. Accrued compensatory hours shall not exceed eighty (80) hours. Compensatory accruals in excess of eighty (80) hours shall be paid in the period earned.

Benton County Deputy Sheriffs’ Association
8.5 Overtime Premium.
Except when a flex schedule is mutually agreed to pursuant to Section 8.8, an employee shall be paid or granted compensatory time off at the employee’s discretion at one and one-half (1-1/2) times his/her regular rate of pay for all time worked in excess of eight (8) hours per day for five-day per week employees, or ten (10) hours per day for four-day per week employees, or forty (40) hours in any scheduled workweek. All hours paid by the County, including but not limited to actual hours worked, paid sick leave, paid vacation leave, and paid holiday leave, shall apply. Payments from non-County sources, including but not limited to workers’ compensation and long-term disability, shall not constitute salary paid by County.

8.6 Compensatory Time.
Accrued compensatory hours shall not exceed eighty (80) hours on June 1st and December 1st. Compensatory accruals in excess of eighty (80) hours shall be cashed out at the employee’s regular rate of pay on June 1st and December 1st of each year.
Compensatory time used must be scheduled with, and will be approved by, the supervisor taking into consideration the needs of the efficient operations of the division. Denials shall be in accordance with FLSA.
Records of overtime and compensatory time will be maintained by the County and be available for inspection by any deputy upon reasonable request.

Seeking Contract Action Team (CAT) Members

Do you know a nurse who wants to get involved in bargaining next year? We are seeking Contract Action Team (CATs) for our next bargaining round. CATs are two-way communication liaisons between members and our negotiators during bargaining.

Each CAT selects five to seven nurses, ideally nurses with which the CAT already has an established relationship. Every two to three weeks during bargaining, CATs will have brief conversations with each of their assignees. These conversations should be face-to-face on breaks or downtime during shifts.

The time commitment is minimal. Most of these conversations happen before or after work, 15-minute break or meal period, or downtime. No meetings to attend, except the one-hour training.

Our bargaining round typically lasts several months until we ratify a new contract. Our contract expires June 30, 2021.

Training is provided by Gary Aguiar, our labor rep, who offers one-hour sessions with an opportunity to learn the basic role, role play, and ask questions.

Oct. 14, Wednesday, 10:00 – 11:00 a.m.
Oct. 17, Saturday, 10:00 – 11:00 a.m.
Oct. 19, Monday, 1:00 – 2:00 p.m.
Oct. 24, Saturday, 10:00 – 11:00 a.m.
Oct. 29, Thursday, 10:00 – 11:00 a.m.
Oct. 29, Thursday, 1:00 – 2:00 p.m.

Register by contacting Gary via text / call at 503-444-0690 or email Aguiar@OregonRN.org