ONA Proposals and Counterproposals, and TAs, April 20, 2021, 1400

PROFESSIONAL
AGREEMENT

between

OREGON NURSES
ASSOCIATION

and

BENTON COUNTY

July 1, 2017 – June 30, 2021
July 1, 2021 – June 30, 2023

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
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ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
PREAMBLE

This agreement, entered into by Benton County, Oregon, hereinafter referred to as the County, and the Oregon Nurses Association hereinafter referred to as the Association, has as its purpose the definition of the entire relationship between the parties in order to promote harmonious relations between the County and the Association.

This document represents the complete and entire agreement between the County and the Association and has as its purpose the setting forth of those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment which are expressly covered in this agreement and which as consistent with the primary objective of providing efficient and economical services to the citizens of Benton County.

The Parties agree not to discriminate on the basis of race, religion, sex, color, age, disability, sexual orientation, political affiliations, or national origin in the enforcement and execution of this agreement.

ARTICLE 1 RECOGNITION

Section 1.1 Association Recognized. The County recognizes the Association as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours and conditions of employment, for all regular, limited duration, and seasonal nurses of Benton County excluding supervisory and confidential employees as defined in ORS 243.650, and student interns as defined in Section 1.3, and mental health nurses who are members of the American Federation of State, County and Municipal Employees. All references to nurses in the agreement designate both sexes and whenever either gender is used it shall be construed to include both male and female nurses.

Section 1.2 Definitions. A regular nurse is defined as a member of the bargaining unit who occupies a position with an established FTE of .50 or greater.
Section 1.3 Employment Categories. For the purposes of this agreement, the Employment Categories shall be as follows:

A. Regular full-time employee occupies a position with an established FTE of 1.0 and has completed the probationary period.

B. Regular part-time employee occupies a position with an established FTE of less than 1.0 to .5 FTE and has completed the probationary period.

C. Seasonal employee occupies a regular status position, which occurs, terminates and reoccurs periodically and regularly regardless of the duration. Full time seasonal employees will complete probationary service after having served a combination of seasonal periods totaling six (6) full calendar months (a minimum of 1040 hours). Regular part time seasonal employees will have their probationary period pro-rated on an hourly basis in accordance to their position’s established FTE. Seasonal employees have all rights and benefits accrued by regular employees during their employment season. (Examples: 9-month Park’s employees, 9- or 10-month school based nurses.)

D. Intermittent (On-Call) employee is available on an irregularly fluctuating basis because of the nature of the work. A person appointed to an intermittent position shall be informed in writing at the time of appointment that the position has been designed as an intermittent position and that the employee may expect to work only when work is available. A person who is appointed to an intermittent position may be scheduled for work at the discretion of the supervisor when the workload of the position so justifies without any penalty pay provision for short notice. Lack of work for an employee appointed to an intermittent position shall not be considered a layoff. Intermittent (On-Call) employees are not eligible for holiday, vacation, sick leave, or personal leave accrual. Intermittent (On-Call) employees are not members of the collective bargaining units, and do not have bumping or recall rights under Article 16 of this agreement. (Example: Elections Workers, On-Call County Mail, and On-Call Custodial Staff). Employees in this category will work less than 1040 hours in a fiscal year.
E. **Limited Duration** employee is hired to perform special studies or projects of uncertain or limited duration, or for replacement of an employee on an extended leave of absence. Such appointments shall be for a stated period no less than six (6) months but not exceeding two (2) years and can expire upon the earlier termination of the special study or projects. Limited Duration employees have all the rights of regular status employees except that they are not entitled to layoff rights. Employees who are in Limited Duration positions and are not also regular status nurses have all the rights of regular status employees except bumping and recall rights under Article 16 of this agreement.

A person hired from a regular position into a limited duration position, shall retain all of their rights as a regular employee and continue accrual of seniority. At the conclusion of the limited duration appointment, if their former position is not available, then they shall be entitled to lay off rights.

Should a limited duration appointment be converted to a regular position, the incumbent shall be credited seniority for the full time served in the position.

Limited Duration positions may be subject to bumping in times of layoff.

F. **Temporary** employees shall be used for the purpose of meeting short-term; emergency workload needs. A temporary appointment or position shall not exceed the equivalent of six (6) calendar months or 1040 hours in a fiscal year. When a temporary or limited part time nurse works over 1040 hours in a fiscal year, it automatically starts a review. Each review will include HR, ONA and the manager to discuss the current status and future forecast of hours. Temporary employees are not members of the collective bargaining units, are not eligible for accrual of holiday, vacation, sick, or personal leave, and do not have bumping or recall rights under Article 16 of this agreement. Temporary employees can, however, apply for regular status positions open to internal candidates only; and if appointed to a regular position in the same department in which the temporary position was situated, may receive credit toward their probationary period.
according to Article 15, Probationary Period.

G. **Student Interns** can work for school credit and/or a nominal salary in order to combine classroom theory with practical experience in the workplace. Benton County is a partner with Benton County schools and institutions of higher education in support of the State of Oregon’s School Intern and School-to-Work program.

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. [TA]

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 3 MANAGEMENT RIGHTS

Except as otherwise expressly limited by the terms of this agreement, the County retains all of the customary, usual, and exclusive rights, decision-making prerogatives, functions and authorities connected with or in any way incident to its responsibility to manage the affairs of the County or any part thereof. Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:

A. To determine the services to be rendered to the citizens of the County.

B. To determine the County’s financial, budgetary and accounting procedures.

C. To direct and supervise all operations, functions and policies of the departments in which the nurses in the bargaining unit are employed.

D. To close or liquidate any office, branch, operation, facility, or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations, or facilities.

E. To manage and direct the work force, including but not limited to, the right to determine the methods, process and manner of performing work; the right to hire, promote and retain nurses; the right to determine schedules of work; the right to purchase, dispose of and/or assign equipment or supplies.

F. To contract out any work it deems necessary in the interest of efficiency, economy, improved work product, or emergency.

G. To determine the need for a reduction or an increase in the work force.

H. To establish, revise, and implement reasonable standards for hiring, classification, promotion, quality of work, safety materials, and equipment.
I. To implement new, and/or to revise or discard, in whole or in part, old methods, procedures, materials, equipment, facilities or standards.

J. To assign shifts, workdays, hours of work, and work locations.

K. To designate and to assign all work duties.

L. To determine the need for and the qualifications of new nurses, transfer of nurses, and promotions.

M. To discipline, suspend, demote, or discharge a nurse so long as such action follows the tenets of just cause as defined in Article 20.1; and probationary nurses at the pleasure of the appointing authority, pursuant to Article 15.1.

N. To determine the need for additional educational courses, training programs, on-the-job training, and/or cross training, and to assign nurses to such duties for periods of time designated or determined by the County.

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
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

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1 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**

[ALL CHANGES IN THIS ARTICLE NOW TA]

**Section 5.1 Non-Discrimination.** Neither the County nor the Association shall interfere with the right of 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 6 STRIKES AND LOCKOUTS

Section 6.1 No Strike. During the term of this agreement, the Association and its members, as individuals and as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slow down, picketing, or any other restriction of County work. Disciplinary action, including discharge, may be taken against any nurse or nurses engaging in any act in violation of this Article. Such disciplinary action shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County. No nurse shall be required to perform work normally performed by a striking member of another bargaining unit unless there is an emergency where the County deems a threat to public health and safety exists.

In the event of a strike, work stoppage, slow down, or observance of a picket line in violation of applicable state law, the Association will immediately, upon notification by certified letter, email or telephone call to the Director of the Oregon Nurses Association, or the local president, attempt to secure an immediate and orderly return to work. This obligation, and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such subject matter is or is not subject to the grievance provisions of this agreement. Should any change in the state law occur during the term of this agreement allowing public employees to legally honor picket lines, the parties agree to meet within ten (10) days for the purpose of negotiating a substitute for this provision of this Article.

Section 6.2 No Lockout. During the term of this agreement, the County will not instigate a lockout over a dispute with the Association so long as there is no breach of Section 1.
ARTICLE 7 HOURS OF WORK AND OVERTIME

Section 7.1 Application of This Article. This Article is intended as a basis for calculating overtime payments and nothing in this agreement shall be construed as a guarantee of hours of work per day or per week. Registered Nurses and Nurse Practitioners may be deemed exempt from the payment of overtime under the Fair Labor Standards Act (FLSA). The County and the Association specifically waive application of ORS 653.268 and 653.269 where there is conflict between the statutes and this agreement.

Section 7.2 Regular Hours. Working hours for each nurse is intended to be regular and consecutive except for meal periods.

Section 7.3 Flex Schedules. A flex schedule may be requested and approved by the County when a special requirement is identified that requires a flexible schedule. Examples might include evening planning commission meetings or immunizations clinics, but schedule changes are not limited to these examples. When a flex schedule is required by the County, the nurse will be provided ten (10) working days’ notice unless an emergency situation exists, in which case the schedule change may be immediate. The County shall declare all emergencies in writing, noting the beginning and the end of the emergency. If mutually agreed between the nurse and the Supervisor, the ten (10) working day notice period may be waived in non-emergency situations. A flex schedule is intended to accommodate the operational needs of a department.

A flex schedule for part-time nurses may be approved by the County so long as hours worked do not exceed forty (40) hours per week or exceed the nurse’s established FTE. The flex time will be taken within thirty (30) days from the time of the schedule adjustment.

7.3.1 Work Schedules. Excepting emergencies, normal work schedules shall not be changed unless ten (10) working days’ notice is provided to the nurse, however, if mutually agreed by the Supervisor and the nurse, the ten (10) working day notice period may be waived.
Section 7.4 Normal Work Week. Excluding meal periods, the normal work week shall consist of forty (40) hours per week, not to be worked in excess of five (5) consecutive days with at least two (2) consecutive days off, or four (4) consecutive days with three (3) consecutive days off. Department heads shall have the authority to initiate either five (5) day or four (4) day work weeks, consistent with priorities and efficiencies established by the County. The normal workweek shall begin at 12:01 AM Monday (one minute after midnight on Sunday) and end on the following Sunday at 12:00 PM midnight.

Section 7.5 Overtime Premium for Non-Exempt Nurses. Except when a flex schedule is agreed to pursuant to Section 3 of this Article, a nurse classified as non-exempt under State and Federal wage and hour law shall be paid or granted compensatory time off at one and one-half (1½) times their regular rate for all hours worked in excess of forty (40) hours in any scheduled work week. All hours paid by the County, including but not limited to actual hours worked, paid PTO, paid PTO 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 the County. Accrued compensatory hours in excess of forty (40) hours shall be paid in the pay period in which they were earned. Nurses may elect to have some or all of their overtime hours deposited into a compensation hours account (7.6). The County cannot require a nurse to volunteer for work hours beyond their FTE for any County-related tasks or duties.

It is the intent of the County that nurses will not be required to work schedules that do not provide at least twelve (12) hours rest between shifts on an on-going or routine basis. The County pledges that the frequency of such occurrences will not exceed past practice, and will be discouraged whenever possible.

Section 7.6 (NEW). Compensatory Hours. Exempt nurses shall earn one (1) compensatory hour for each hour they work more than forty (40) hours in a work week. If not cashed out, compensatory time must be scheduled with, and will be approved by, the supervisor taking into consideration the needs of the efficient operations of the
department. Records of compensatory time will be maintained by the County and be available for inspection by the nurse upon reasonable request. At the nurse’s discretion, compensatory accruals shall be cashed out at the nurse’s regular rate of pay on June 1st and December 1st of each year.

Section 7.6 Overtime Distribution for Non-Exempt Nurses. Overtime shall be approved in advance and insofar as reasonable and possible, overtime work shall be distributed equally to nurses within the same job classification in each department.

Section 7.8 Back-up to Triage Service. Nurse Practitioners (NPs) will participate in the weekly rotation providing back-up to the vendor providing after hours triage service.

NPs will be paid $100.00 – $50.00 per week for serving as back-up. The schedule will rotate weekly among designated providers.

The implementation will not be voluntary as everyone will take their turn.

Providers using their personal phones will be reimbursed per County policy.

Section 7.9 Unscheduled Work.

A. Telephone Consultation. Nurses who are classified as non-exempt under State and Federal wage and hour law and take work-related calls outside their regularly scheduled shift that results in a nurse working longer than fifteen (15) minutes shall be paid at one and one-half (1½) times their regular hourly rate of pay for all time worked or equivalent compensatory time at the nurse’s discretion.

B. Call Back Time. Nurses called back to work outside their regularly scheduled shift shall be paid a minimum of three (3) hours or the actual time worked, whichever is greater at one and one-half (1½) times their regular rate of pay. Shift extensions do not

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qualify any nurse for call-back-pay, however shift extensions may qualify the nurse for overtime payments pursuant to Section 5 of this Article.

Section 7.10 Meal and Rest Periods: FLSA Non-exempt Nurses. All work schedules shall provide each nurse a fifteen (15) minute rest period during each one-half (½) of an eight (8) hour or ten (10) hour shift. Rest periods shall be scheduled at the middle of each shift whenever possible. Nurses who are authorized by their supervisors to work beyond their regular quitting time shall receive an additional fifteen (15) minute rest period before they begin the next succeeding shift. In addition, nurses shall be granted regular rest periods during each additional shift as noted herein.

Rest periods that are not utilized during any shift shall not be considered for the purpose of determining overtime payments. Rest periods shall be scheduled in a manner, which will not interrupt the efficient operation of the department.

Nurses shall receive a lunch period of at least one-half (½) hour, and no more than one (1) hour during each work shift. Whenever possible, lunch periods shall be scheduled at the middle of the shift. Length of meal periods shall be determined by and in accordance with existing routines in each department.

Rest and mealtime not utilized as provided in this Article may not accumulate for later use.

Section 7.11 Nurse Practitioners: Voluntary Extra Shifts. Full-time Nurse Practitioners who volunteer to work a shift on a regularly scheduled day off in addition to their regular schedule shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for work performed on such days.
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ARTICLE 8 HOLIDAYS

Section 8.1. Holidays. The following are recognized holidays:

1. New Year’s Day January 1st
2. Martin Luther King’s Birthday on the 3rd Monday in January
3. President’s Day on the 3rd Monday in February
4. Memorial Day on the last Monday in May
5. Independence Day July 4th
6. Labor Day on the 1st Monday in September
7. Veteran’s Day November 11th
8. Thanksgiving Day on the 4th Thursday in November
9. Christmas Day December 25th

Two (2) floating holidays to be selected within the fiscal year by each nurse with supervisor approval, except that no nurse may utilize floating holidays during their probationary period.

In addition, the above-approved holidays and any day declared or approved by the Board of Commissioners.

By mutual consent between the parties, newly declared holidays may be substituted for already approved holidays.

As applied to this Article, the fiscal year will end on June 30th.

Section 8.2 Holiday Date Modification. The above noted holidays may be modified by mutual consent if they are inconsistent with state and/or federal actions subsequent to this agreement.

Section 8.3. Holiday Pay. All nurses shall receive one (1) day’s pay for each of the holidays listed in Section 1, provided that the nurse is on paid status on the last scheduled day before and
the first scheduled day after the holiday. Holiday pay shall be prorated for part-time nurses based on their position's established FTE.

When a nurse is normally scheduled to work a ten (10) or twelve (12) hour shift on a holiday, the nurse shall be paid their regularly scheduled shift hours for that holiday and will not be required to use PTO to cover any of those hours. Holiday pay shall be pro-rated for part-time employees based on their position's established FTE. Part-time employees may either flex their schedules or use accrued vacation or compensatory time in order to not increase or decrease the number of regularly scheduled work hours in a holiday week.

Any day spent on County paid leave, including but not limited to sick leave and vacation leave, shall be considered as paid status pursuant to this Section. However, nurses being paid by worker's compensation or receiving long term disability payments shall not be considered as being in paid status by the County for purposes of this Section.

Section 8.4 Observed Holidays. Pursuant to this Section, designated holiday dates shall be published by the Human Resources Department, which will send notice thereof to the Association and to the Department Director during the month of December. Part-time nurses shall flex their schedules to claim holiday pay on all designated holidays; however, this flex schedule shall not increase the number of regularly scheduled work hours.

Section 8.5 Holiday During Leave. A nurse shall receive holiday pay if the holiday falls during any authorized period of County leave with pay. Should a nurse be on authorized sick or PTO leave with pay when a holiday occurs, the nurse shall receive holiday pay, and such holiday shall not be charged against their sick or PTO accruals. Payments received from non-County sources, including but not limited to worker's comp and long-term disability, shall disqualify the nurse from receiving holiday pay pursuant to Section 3 of this Article.
Section 8.6 Holiday Work. Any member of the bargaining unit who is required to work on any of the holidays listed in Section 1 of this Article shall be paid or granted paid compensatory time-off, at the County's discretion as follows. In addition to their regular salary, time and one-half (1½) for all hours worked for the first eight (8) or ten (10) hours of holiday work, in addition to their regular salary, double time for all hours worked. The intent of this language is to pay a total compensation for holiday work of two and one-half times (2½) the regular rate of pay for the first eight (8) or ten (10) hours of holiday work, and a total of three (3) times the regular rate of pay for all overtime work.

Compensatory time earned may be used on a date mutually agreed to by the nurse and their supervisor. This Section shall apply when the nurse is required to work on the day designated and observed as the holiday pursuant to Section 4 of this Article.
ARTICLE 9 WEATHER AND DISASTER EMERGENCIES

Section 9.1 Leave Due to Adverse Weather Conditions. In the event of adverse weather conditions that may jeopardize a nurse’s ability to travel to or from work, the nurse may request paid leave. The nurse may use any of their leave accruals, including PTO, to cover this leave. If the nurse has no leave accruals, this leave shall be without pay. (This provision does not apply to emergency personnel.)

Section 9.2 Leave Due to Disaster. In the event of a disaster which destroys or renders a County occupied building unsafe, the employee(s) who work in that building may be released and their regular pay shall continue until the end of that working day. Thereafter, the employee may use authorized leave accruals, including PTO, until they are exhausted, or until the employee is called back to work. The employee shall not be required to utilize all leave accruals before being placed on leave without pay.

If the employee has no leave accruals, all time off, excluding the day of the incident, shall be without pay.
ARTICLE 10 PAID TIME OFF (PTO)

• Paid Time Off shall integrate PTO time and sick time
• PTO shall be owned by the employees, there will not be separate banks, one owned by employees (PTO), one owned by employer (sick time).
• Cash out is 1 to 1 upon departure from County
• Existing sick leave banks will be set aside for long term leave or catastrophic illness. Existing leave can be used after 3 consecutive days of absence.
• The County shall pay the entire premium for each nurse’s Short Term Disability Insurance for employee income protection to bridge between PTO and long-term disability.
• Three (3) times annual accrual can be carried over.

The above will apply to part-time employees on an equivalent basis pro-rated to the position’s FTE.

Section 10.1 PTO accrual

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<tr>
<th>Length of Service</th>
<th>PTO accrual hours per month</th>
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<td>14-18 years</td>
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<tr>
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<td>26.22</td>
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<tr>
<td>24+ years</td>
<td>28.24</td>
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</tbody>
</table>

Part-time regular nurses shall be granted PTO on a prorated basis, according to their position’s established FTE. As applied to this Article, the fiscal year will end on June 30th.
Section 10.2 Scheduling. Whenever practical, and consistent with the needs of the County and the availability of PTO relief, nurses shall have the right to select split or full PTO leaves. The nurse must request PTO leave in writing to their supervisor, allowing at least as much notice to the supervisor as leave being requested, but in no event less than one (1) full day. The PTO will be considered granted unless the County makes a written denial within the aforementioned notice period. With mutual consent of the supervisor and the nurse, the notice period may be waived.

Selection of PTO leave shall be on the basis of seniority; however, each nurse will be permitted to exercise their right of seniority only once in each fiscal year. Such exercise of seniority shall be limited to one (1) PTO period in each fiscal year.

Section 10.3 PTO Accrual. PTO leave equivalent to the annual PTO accrued by the nurse in the preceding fiscal year may be carried over for one (1) year. (i.e., the maximum PTO hours accumulated may not exceed three times twice the nurse’s annual accrual).

Every nurse shall be granted reasonable opportunity to utilize their accrued PTO leave. Unreasonable denial by the County of a nurse's request to use accrued PTO leave will not result in forfeiture of such leave. Unreasonable denial includes but is not limited to job responsibilities such as pandemics, natural disasters, and the lack of an equally trained nurse to cover responsibilities.

The County will provide a current and accurate monthly accounting of accrued PTO leave and accrued Compensatory Time on each nurse's payroll check stub.

Section 10.4 Termination or Death. Upon voluntary or involuntary termination of a nurse, all accrued PTO leave shall be paid to the nurse. On the death of a nurse, all accrued PTO leave shall be paid to their estate.
1 **Section 10.5 Continued PTO Credit.** In case of an absence due to an illness or injury, a full-time regular employee shall continue to earn PTO credit for a maximum period of six (6) months (1040 hours). A part-time regular employee's ability to earn PTO credit shall be pro-rated in direct proportion to their established FTE. In leave without pay situations, accruals do not continue with the exception of workers' compensation and approved FMLA leaves.
ARTICLE 11 SICK LEAVE

See Article 10. Paid Time Off (PTO)

Section 11.1 On-The-Job Accident. Any nurse who sustains an accident while on the job for the County, which results in a compensable worker's compensation claim, shall be covered under the County's workers' compensation program.

A decision on acceptability/compensability of a claim is normally made within the first fourteen (14) days of an injury or illness and if not, the insurance carrier is required to pay time-loss during the term of the investigation or until such time as compensability is determined. The County shall allow employees who file a workers' compensation claim to use any leave accruals—sick, vacation or compensatory—during the first fourteen (14) calendar days of an alleged workers' compensation injury or illness. Once the worker's compensation carrier either accepts the claim or commences payment of time-loss to the nurse, the County will cease salary payments chargeable to the above-mentioned leaves until the nurse returns to work. The nurse will rely on time-loss payments from the workers' compensation carrier for their compensation.

The computed hourly rate normally used for payroll computation purposes during any given payroll period shall be used for computing compensation chargeable to leave from the County under this section.

During the term of the workers' compensation claim, the County shall continue full insurance coverage for Association nurses enrolled prior to the workers' compensation injury or illness. This continuation provision shall not extend for a period greater than that, which is specified in the County's Personnel Policies, or six (6) months, whichever is greater.

For injuries or illness which extend for partial calendar months, the County will make up for
any premium co-payment which is not covered by the nurse’s normal payroll. For injuries, which extend beyond a calendar month, the County will pay the full premium, including any co-payment, which the nurse was required to pay.

Section 11.2 Continued PTO Credit. In case of an absence due to an illness or injury, a full-time regular employee shall continue to earn PTO for a maximum period of six (6) months (1040 hours). A part-time regular employee’s ability to earn PTO shall be pro-rated in direct proportion to their established FTE. In leave without pay situations, accruals do not continue with the exception of workers’ compensation and approved FMLA leaves.

Section 11.3 Scope. Nurses may use any sick-leave accrual for the treatment of a recognized mental health condition, illness or injury, during which the nurse is unable to adequately perform their normal work duties or, whenever as a result of the foregoing it is necessary to seek medical, psychological or dental assistance, or if it is necessary for the nurse to be quarantined. The County, at its discretion, may require the nurse to leave the workplace if it is reasonably believed that the nurse’s illness presents a risk to the health or safety of other employees. If the County requires the nurse to leave work, any sick-leave accruals may be utilized if available. Any leave accrual sick leave may also be used in the case of an illness in the nurse’s immediate family, as defined in Section 1 of this Article, provided that the nurse states that it is medically necessary for them to care for the immediate family member. Additionally, any leave accrual sick leave may be used for normal medical or dental check-ups without relation to illness or injury. As used in this Section, the term medical includes all services provided as part of the healing arts by Medical Practitioners who are legally licensed to practice. Nurses using sick any leave accrual for any reason must give reasonable notice to the Department Director.

Section 11.4 Retirement, Disability or Death. Those nurses hired before August 1, 1999 who at the time of retirement, are fully qualified to receive Oregon Public Employees Retirement System (PERS) benefits shall have the option to receive payment of up to three-fourths (3/4) of their accumulated sick leave in cash, and their remaining accumulated sick leave shall be used to calculate their final average salary.
for retirement benefits by PERS in accordance with the provisions of any applicable statues.

Nurses hired on or after August 1, 1999 shall have the option to receive payment of up to one-half (½) of their accumulated sick leave in cash, and their remaining accumulated sick leave shall be used to calculate their final average salary for retirement benefits by PERS in accordance with the provisions of any applicable statues.

In case of an employee’s death or permanent disability, the nurse or their designated beneficiary shall receive full payment for all accrued sick leave.

Nurses hired on or after October 1, 2002 shall not have the option of receiving payment of accumulated sick leave upon retirement.

Section 11.5 Unused Sick Leave Conversion. At the completion of each fiscal year, each nurse, regardless of years’ service, may convert unused sick leave into vacation leave at the rate of two (2) hours of sick leave for one (1) hour of vacation. Beginning with the 1999-00 fiscal year, each nurse with ten (10) years’ service and beyond may convert unused sick leave into vacation leave at the rate of one and one-half (1½) hours of sick leave for one (1) hour of vacation. This shall be done as follows:

1. Each full-time nurse must maintain a minimum sick leave bank of eighty (80) hours to be reserved for sick leave. Part-time nurses shall maintain a minimum sick leave bank on a pro-rated basis according to their established FTE.

2. Only sick leave accrued in the immediate prior fiscal year, less sick leave used in the immediate prior fiscal year, may be converted. As applied to this Article, the fiscal year will end on June 30th.
3. All conversions must be accomplished during the period of July 1st through July 31st of each fiscal year, or at the time of voluntary termination.

4. Sick leave conversion options shall not apply to any nurse who is terminated or discharged for cause.

Section 11.5 in its entirety is not available to nurses hired on or after October 1, 2002.

Section 11.6 Sick-Leave Donations. This section provides a method for nurses to transfer or donate some of their accrued PTO or sick leave to a fellow employee who is out of sick leave and is temporarily off work due to a catastrophic or chronic illness, hospitalization, operation or accident. Leave may also be donated for an employee off work and out of sick leave in order to care for an immediate family member, defined as spouse, domestic partner, parent, child or other person living in the household, who meets the medical conditions defined above.

In order for a nurse (donor) to transfer PTO or sick leave to another employee (donee), the following conditions must be met:

1. The donated PTO or sick leave may only be used for a catastrophic or chronic illness, hospitalization, operation(s) or accident.

2. The donee must have exhausted all sick, compensatory and all but forty (40) hours of PTO or sick leave prior to requesting donations.

3. Once the donee becomes eligible for Long Term Disability, requests for PTO or sick leave donations will not be granted.

4. Donor must maintain a minimum bank of eighty (80) hours PTO or sick leave (prorated by FTE) that is not eligible for transfer.

5. PTO or sick leave hours cannot be transferred upon donor’s termination of
ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.

ONA → Benton County

Date of Proposal: April 20, 2021, 1400

1. employment.

2. 6. Donee requests for PTO or sick leave donations must be approved by the Human Resources DirectorManager. Only donee or Department Head is eligible to request PTO or sick leave donations. Requests must be accompanied by acceptable medical documentation. Upon approval, donation requests will be made by the HR DirectorManager to County employees. If requested, all information regarding specific details of the medical emergency and/or the donee’s name will be kept confidential.

7. Donated PTO or sick leave will be used on a first-in, first-used basis. Any donated PTO or sick leave that is not utilized by donee to meet their leave needs related to the specific donated leave request, will be returned to the donor.

8. The County will continue to pay the employer’s share of the medical and dental premiums while the nurse is receiving long-term disability and is employed by the County.

9. Upon presentation of proper medical authorization of ability to return to work, any nurse who is terminated from employment while on long-term disability will be given recall rights for eighteen (18) months following termination.
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, adoption, 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—Leaves Administrator may ask for
doctor’s verification of illness. [TA]

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 compassion-
ate 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.
ARTICLE 13 WAGES AND SALARIES

Section 13.1 The Total Compensation Package. This contract represents a Total Compensation Package including adjustments in PERS, Long Term Disability, PTO donation and conversion programs, retiree benefit programs, medical and dental insurance costs, and cost of living adjustments (COLA), short term disability and certification differentials.

Section 13.2 Wages.

- Effective July 1, 2018, adjust salary ranges by annual ECI up to 2%.
- Effective July 1, 2019, adjust salary ranges by annual ECI up to 2%.
- Effective July 1, 2020, adjust salary ranges by annual ECI up to 2%.

Effective July 1, 2021, an across the board wage increase shall be 3.75%.
Effective July 1, 2022, an across the board wage increase shall be 3.75%.

All nurses shall advance from one (1) tenure step to the next in the following order:

Eligibility for Steps 2, 3, 4, 5, 6, and 7 occurs twelve (12) months after application of the prior step. Eligibility for Steps 8, 9, 10, and 11 occurs twenty-four (24) months after application of the prior step. Eligibility for Steps 12, 13, 14, and 15 occurs sixty months (60) months after application of the prior step.

Section 13.3 (NEW) Credit for Prior Experience. Upon hire, nurses shall receive credit for prior experience applicable to the position for which hired and placed on the applicable step.

Section 13.4. (NEW) COVID-19 Pandemic Bonus. In the first pay period after ratification, the County shall use funds from the American Rescue Plan Act of 2021 to provide a one-time lump sum payment of three thousand dollars ($3,000.00) to each nurse.
Section 13.3 School Nurses. A school nurse may elect to annualize their pay and benefits and will be paid on the basis of twenty-four (24) equal payments. An election may be made not more than once each year by written notice to the County by March 1. Once an election is made it will be in effect and remain year-to-year thereafter. An election change for the succeeding school year must be made no later than March 1.

Section 13.4 End of Probation Increases. Nurses who successfully complete probation will move up one (1) step on the wage scale. Upon their next anniversary date, they shall proceed up the steps as described in Section 13.2. Employees hired (or promoted) between the minimum—midpoint (market) of range are eligible for a 4% increase upon successful completion of their probation. The nurse will be eligible for performance pay on their next anniversary date and annually thereafter, until the nurse reaches the maximum point of the salary range.

If a nurse’s work performance is deemed to be unsatisfactory, at least ninety (90) days prior to a nurse’s anniversary date the supervisor shall counsel the nurse. The supervisor and nurse will develop a workplan, which will contain objective standards that the nurse must meet over the next ninety (90) days in order to bring their performance to a satisfactory level. The workplan will specify regular meetings between the nurse and supervisor to monitor progress. If the nurse’s performance becomes satisfactory within ninety (90) days, they will be granted the step increase. If the nurse’s work performance remains unsatisfactory, the County may deny the nurse a step increase.

Section 13.5 Pay Periods. Paydays for all nurses shall be twice a month. One (1) payday shall be on the last day of the month (except for weekends) and the second (2nd) payday shall be on or about the fifteenth (15th) of each month. All payroll deductions shall be spread equitably between the two (2) checks.

Section 13.6 Pay for Performance. The County and ONA agree to and implement Performance Pay Program effective April 1, 2017, under the same terms and conditions as non-
ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.

represented employees. Apply retroactively: Any nurse above the midpoint who didn’t receive a salary increase may be eligible depending on evaluations score.

ONA members will develop guidelines and processes aligned with the County GOAL Performance Program standards for obtaining relevant feedback from peers for purposes of evaluation input. It will be the responsibility of members to provide relevant feedback and the responsibility of the supervisor to consider in providing performance feedback and evaluation rating.

13.6 (NEW) Certification differentials. Nurses who obtain and maintain a nationally recognized certification shall receive $1.00 per compensated hour of work. Except for the bilingual skills certification differential, no additional differential is allotted for more than one (1) certification. It is the nurse’s responsibility to provide documentation of certification to the County. An approved certification list shall be established by mutual consent between the Association and the Department Director or designee.

Nurses who obtain certification by passing an approved bilingual proficiency test for foreign language or American Sign Language and maintain a position which requires interpretation or assistance in interpretation as part of their job duties will receive a bilingual skills certification differential of $1.00 per compensated hour of work.
ARTICLE 14 HEALTH AND WELFARE

Section 14.1 Medical/Vision/Dental. Subject to the provisions of this Article, the County shall provide and maintain medical insurance, which includes vision insurance coverage and dental insurance coverage. These plans will be substantially equivalent to those in effect for each employee and their family as of the effective date of this contract.

Labor and Management will partner to provide oversight and guidance to the Board of Commissioners and the Bargaining Units regarding health care benefits and related wellness programs. The Benton County Health Benefits and Wellness Committee shall at all times include at least one (1) ONA member, chosen by the Bargaining Unit. The representative will be assigned by the Union Stewards. The representative serving on this committee may attend committee meetings without loss of pay. The representative shall have the opportunity to actively participate in committee discussions and have a vote in any decisions made by the committee. Should the committee cease to exist, an Ad Hoc Advisory Committee will be established to provide oversight and guidance to the Board of Commissioners and the Bargaining Units regarding health care benefit changes. The committee will be responsible to obtain and review claims and usage data and provide input to proposals and contracts relating to health care, wellness, or other related insurance programs.

The County shall provide employees hired before August 1, 2017, with medical insurance coverage by a Preferred Provider Plan known as the Open Access Plan.

The County shall provide a preferred provider Dental Plan that is substantially equivalent to the plans in effect for each employee and their family as of the effective date of this contract.

The County will pay eighty-five percent (85%) and the employee will pay fifteen percent (15%) of the PPO medical plan and the preferred provider dental plan, which shall establish...
the amount the County pays toward the lower cost plans. Part-time employee’s insurance costs will be prorated by FTE with no employee paying more than thirty percent (30%) of the premium.

The County shall also provide a high deductible health plan option with a health savings account (HSA). Employees hired after July 1, 2017, will be offered the CDHDP, only. The County shall contribute $800 for an individual and $1400 for a family to an employee’s health savings account based on the eligibility requirements determined by the IRS. The County will pay the monthly premium for full-time employees not to exceed the monthly premium for the PPO Plan. Monthly premiums will be prorated for part-time employees as noted below.

Section 14.2 Life Insurance. The County agrees to provide term life insurance coverage in the amount of $10,000 per nurse, plus an accidental death and dismemberment rider in the amount of $100,000.00. Costs shall be prorated in direct proportion to the nurse’s established FTE.

Section 14.3 Long Term Disability Insurance. The County agrees to provide long term disability insurance coverage to members of the bargaining unit, with a maximum monthly benefit of 66.67% of actual salary. Eligibility for benefit payments shall be subject to rules established by the vendor. As an example, such rules normally include a ninety-day (90) elimination period and coordination of other income sources in determining the maximum monthly benefit. Costs shall be prorated in direct proportion to the nurse’s established FTE.

Section 14.4 Dependent Medical Insurance Continuation. Dependent(s) of a regular Benton County nurse who dies during the term of their employment may continue under the County’s medical and dental plans for the term authorized under the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA). If the dependent(s) choose to continue under the County’s medical/dental plans pursuant to COBRA regulations, the County will pay the first six months premium costs for the plans. Thereafter, the dependent(s) shall be required to pay the premium as mandated by COBRA.
Section 14.5 Deferred Compensation Plan. The County will make available to bargaining unit members an approved deferred compensation plan(s). Eligibility for membership and regulations governing participation will follow all IRS regulations and all appropriate state and federal statutes. The County will contribute one and one-half percent (1.5%) of an eligible nurse’s base pay into the nurse’s designated account. Nurses are deemed eligible after six (6) months of continuous, active status in a regular position. The nurse must be enrolled in a County plan to receive the County’s contribution.

If any other represented County employees successfully bargain better terms and conditions relevant to Section 14.5, the same terms and conditions shall apply to nurses upon ratification of their contract.

Section 14.6 Physical Examination. If physical examinations are required for the nurse’s continuing employment, the County shall provide that such physical examinations may be obtained without cost to the nurse. A Tuberculin Skin Test and Serological Examination may be arranged on a yearly basis. Immunizations will be provided as needed. In all cases, the Department Director shall select the Physician, Nurse Practitioner, Hospital, or Lab to be utilized.

Section 14.7 Retirement Health and Dental Insurance. The medical and dental insurance retirement benefit shall be available only to employees hired prior to July 2, 2005. ONA nurses employed prior to that date will be grandfathered and eligible for the benefit as described below.

The County shall provide funds for the purchase of medical insurance and access to dental insurance to qualified retirees as follows:

1. Only regular nurses shall be eligible for benefits in accordance with this Section. Regular part-time nurses who work at least .5 FTE (20 hours or more per week) shall be eligible for pro-rated benefits according to their position’s established FTE, provided that the part-time nurse pays the difference.

2. On the day of retirement, the retiree must have completed a minimum of fifteen (15) continuous years of employment with Benton County and be at least fifty-eight (58)
years of age.

3. On the day of retirement, the retiree must be fully eligible for and either receiving or have applied for retirement benefits from the Public Employee Retirement System (PERS).

4. Coverage shall be limited to the nurse and spouse.

The coverage period may begin at any time after retirement in accordance with the provisions in 14.7(8) up to Medicare eligibility, or for seven (7) continuous years, whichever comes first.

5. The County’s share of insurance premiums shall be fixed according to premium rates, which are current on the day of retirement. In order to qualify for this benefit, the retiree must secure medical insurance from outside the County’s existing medical plan (i.e. Portability, PERS, etc.). The County will reimburse retirees for their payment of outside insurance, up to set limits as set forth in Section 14.7(8) upon submission of proof of payment for medical insurance. Premium increases occurring during retirement shall be the responsibility of the retiree.

6. The County’s share of the dental insurance premium shall be fixed according to dental premium rates, which are current on the day of retirement. This payment shall be used for coverage under the current County dental plan according to limits set forth in Section 14.7(8). Dental premium increases occurring during retirement shall be the responsibility of the retiree. Failure to pay required dental premiums on time shall result in canceling dental insurance coverage. Reinstatement, if possible, shall follow established Finance Department and vendor rules.

7. The County shall pay insurance premiums at the completion of the following years of service:
8. The Finance Department shall administer this program and shall establish dates when premiums shall be paid and when reimbursements will be made.

Section 14.8 Retirement Health Savings Plan. Effective July 1, 2010, employees who are not eligible for retirement medical benefits in accordance with Section 14.7 and who were hired after July 2, 2005, shall be eligible to receive Retirement Health Savings Plan (RHSP) benefits. The County shall make monthly deposits in the RHSP for each eligible employee according to the following schedule based on years of completed continuous services (starting with the beginning of the 4th year of service):

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Pay Period Payments</th>
<th>Yearly Payments</th>
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<tbody>
<tr>
<td>4 to 5</td>
<td>$21</td>
<td>$504</td>
</tr>
<tr>
<td>6 to 10</td>
<td>$42</td>
<td>$1,008</td>
</tr>
<tr>
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<td>$63</td>
<td>$1,512</td>
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<td>16 to 19</td>
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<td>$2,016</td>
</tr>
<tr>
<td>20 plus</td>
<td>$105</td>
<td>$2,520</td>
</tr>
</tbody>
</table>

For initial implementation of this benefit, Benton County Human Resources will provide informational meetings and enroll eligible nurses in June 2010. During this same period, nurses grandfathered under section 14.7 will have a one-time opportunity to elect the Retirement Health Savings Plan benefit in lieu of the Retirement Health and Dental Insurance described in 14.7.

After the initial implementation of this benefit, newly eligible employees will be enrolled upon completion of the years of service requirement. Should an eligible employee fail to complete the enrollment paperwork for the RHSP benefit the County shall invest payments on their behalf in
the Money Market Fund. The employee may change the portfolio investments in accordance with the provider’s policies.
ARTICLE 15 PROFESSIONAL DEVELOPMENT

The County encourages professional development of all nurses and expects each nurse to attend training annually, whenever possible. Nurses are responsible for maintaining current required licensure and certifications. Department Director/Health Department Director/Health Center Director may grant time off with pay and other related costs, such as registration, per diem, lodging, and mileage, to allow nurses to attend conferences, seminars, briefing sessions, training programs, webinar and other programs of a similar nature which are intended to improve or upgrade specific nursing skills. The Department Director/Health Department Director/Health Center Director will grant time off with pay when the improvement or upgrading of a specific nursing skill is required. The Department Director/Health Center Director will approve other related costs when they require such training. In all cases, the County shall only be obligated to pay for training that is pre-approved and authorized.

The County will pay the nurse for costs associated with the professional leave approved by the Department Director/Health Department Director/Health Center Director. Travel time will be counted as work time for a non-exempt nurse attending an approved professional conference of one (1) -day duration or less whenever travel occurs on the same day as the conference. When a non-exempt nurse attends an approved multi-day conference, travel time will count as work time when they are the driver of the vehicle or when the nurse is a passenger in a vehicle traveling during the passenger nurse’s regular work hours. Travel time does not count as work time for passengers in a vehicle driving to or from an approved multi-day conference outside of regular work hours.

Travel arrangement to a conference will be determined between the nurse and supervisor with consideration to travel costs, time and safety.
The County will pay for nurses’ certification that is directly related to the delivery of assigned services.

On at least a semi-annual basis, each nurse will meet with their program manager to review the budget for professional leave. The parties will discuss how to allocate budget resources to meet the needs of the agency, to maintain a high level of professionalism, to review requests for professional leave, and to evaluate professional leave classes taken.

To encourage professional development, any regular full time, seasonal, or part time employee who wishes to pursue educational courses or certification training directly related to the employee’s career in County service, may apply for financial assistance as follows:

1. Employees must secure their department head’s approval before the training class or course begins. A Memorandum of Agreement must be completed and signed by the employee and department head. The original Agreement must be forwarded to Human Resources; and a copy forwarded to Payroll.

2. The department head may choose to reimburse 50 to 100 percent of the course/class, upon successful completion of the course/class. The employee may be reimbursed for a maximum of three courses per school year provided that a grade of “C” of above is earned. The employee must provide a statement of course credit, training certification, and a tuition receipt to the department head.

3. If the County provides funds for tuition assistance, the employee agrees to remain in the employ of the County for a minimum period of one full year dating from the completion of the course/s or repay the County for the full amount of the tuition/training reimbursement. Educational assistance will not be provided to an employee whose employment terminates prior to completion of the course/s, unless terminated as a result of a layoff.

4. The employee agrees that if they fail to continue in County employment for the...
minimum period as outlined in No. 3 above, they will repay the County the cost of the educational/training course/s.

5. The employee agrees that any repayment required by No. 4 above, shall be deducted from the employee’s final payroll check.

6. The Department Director department head may, in special circumstances, choose to pay 50% to 100% of the costs prior to the class/course start date. In such circumstances, employees must abide by all conditions set forward in this policy and agree to reimburse the County as outlined above.
ARTICLE 16 PROBATIONARY PERIOD

Section 16.1 Definition. All nurses newly hired or promoted into a position covered by this agreement shall be considered probationary until they complete a probationary period. The probationary period for full-time regular nurses is defined as six months of trial service from the date of hire during which the nurse serves at the pleasure of the Department Director and may be discharged without just cause. For crediting benefits, off-probation dates are established as the first day of the next pay period following the completion of minimum probation service.

If, during the trial service period, the nurse is absent on an approved leave without pay for two (2) continuous calendar weeks or more, the probationary period will be extended by the length of the leave without pay.

Section 16.2 Temporary Service Credit. Whenever a nurse who has been serving in a temporary position is appointed to a regular position in the bargaining unit in the same department in which the temporary position was situated, and the regular position is of the same or equivalent classification, one-half (1/2) of the time served in that temporary position, up to but not more than three (3) months, shall be deducted from the nurse’s probationary period. In order to qualify pursuant to this Section, the temporary service must have been continuous. The nurse shall be granted PTO leave pursuant to Article 10, Section 1 of this agreement based upon their date of hire into a regular position in the bargaining unit. The intent of the parties is that nurses serving a modified probationary period will receive a reduced PTO leave accrual at the end of their reduced probationary period.

Section 16.3 Promotional Probation Period. A nurse serving a promotional probationary period shall be eligible for reinstatement to the same or equal position previously held if they are deemed by the County to be unsatisfactory in the promoted position. If the nurse occupying the position to which the promoted nurse is returning is post-probationary, they shall be placed on lay-off pursuant to Article 16, Section 4.
ARTICLE 17 SENIORITY

Section 17.1 Definition. The seniority unit shall be the bargaining unit and defined as the total hours of service within the ONA bargaining unit.

Section 17.2 Acquisition of Seniority. A nurse shall acquire seniority at the end of their probationary period. The nurse's seniority will date back to the date of hire as a regular bargaining unit nurse. When a nurse acquires seniority, their name will be placed on the seniority list indicating hours of service within their job classification, department, and County, in the order of their seniority.

Section 17.3 Seniority List Posting. The Health Department shall maintain and distribute by email current seniority list in accordance with the requirements of Section 2. Such list shall be updated at least quarterly. In case of dispute, official records shall be those maintained in the Human Resources Department.

Section 17.4 Definition of Lay-Off. A layoff is defined as:

1. Any involuntary separation of a regular nurse from the County due to the elimination of a position.
2. Any involuntary change in employment category.
3. Refusal of nurse to accept mandatory increase in hours.
4. Any involuntary reduction of hours.

Section 17.5 Lay-Off. Should it become necessary for the County to lay off one or more nurse, the County shall determine the specific positions eliminated and shall give each affected nurse(s) and the Association a minimum of six (6) weeks' notice. Reductions in the work force will occur in the following order:
1. Nurses within the affected classification and department may volunteer for lay off.

2. Temporary nurses;

3. Probationary nurses;

4. Limited Duration nurses;

5. Regular and seasonal nurses in inverse order of seniority within the affected classification.

For the purposes of layoff, regular full-time, regular part-time and seasonal positions are treated together. A nurse who is laid off may bump within the nurse’s classification, the least senior nurse from the position for which they are qualified according to the following criteria:

1. meets the minimum requirement for the job classification; and

2. is able to perform the work of that classification without extensive training in a service-specific essential job skill. Orientation will be provided to the nurse for the new position.

The bumped nurse may bump any nurse in accordance with the above provisions.

Extensive is defined as training requirements sufficient to legitimately deny bumping such as a certification or formal recognition of a service-specific essential job skill the absence of which would prevent the nurse from performing that service.

Nurses who receive layoff notice will notify the County of their intent to exercise bumping rights within two (2) weeks of the notice.
Section 17.6 Recall. A nurse who is laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, nurses will be recalled in the inverse order of lay-off, provided they are qualified at the time of the recall to perform the work in the job classification to which they are recalled without extensive training. A recalled nurse shall be notified by first class mail and shall be given ten (10) working days from the date of the mailing of the notice in which to report for work.

Official records of the mailing of notices are those maintained in the Human Resources Department. It shall be the nurse’s absolute and complete responsibility to maintain their current address with the Benton County Human Resources Department. Eighty (80) hours of orientation shall not be considered training pursuant to this Section.

Section 17.7 Scheduling. Seniority will be considered in the assignment of shifts, days and hours of work, and will be given preference so long as departmental efficiencies are not adversely affected.

Section 17.8 Filling of Vacancies. Whenever the County seeks to fill a vacancy within the bargaining unit, the County shall post the job announcement with the job description, qualifications and requirements of the vacancy on the County’s web page for at least ten (10) working days before the filling of the vacancy, post notice with the job description, qualifications and requirements of the vacancy on the departmental bulletin board and provide notice to the Association. The County may close a specific recruitment to an intra-departmental promotion, thus limiting application to current departmental staff. If the promotional recruitment fails, a general recruitment will follow. If more than one (1) qualified ONA nurse applies for the position, the County shall provide preference to the nurse with the greatest seniority, provided that all other objective merit factors are equal.

Section 17.9 Seniority During Periods of Disability. Nurses who are on disability leave and are receiving income from non-County sources, shall not accrue seniority hours.
Section 17.10 Continuous Service. A nurse’s continuous service seniority shall be considered broken by voluntary resignation, discharge for just cause, retirement, and lay-off in excess of eighteen (18) months. Seniority shall not accrue during any period of leave without pay.
ARTICLE 18 CLASSIFICATION

Section 18.1 Reclassification Request. Reclassification requests may be initiated by the Union or a member of the bargaining unit who believes that the duties, responsibilities, and/or required skills of the job they are performing do not accurately reflect the classification to which they are assigned. The request will be forwarded to the Department Head for review. The Department Head’s review and recommendation will be forwarded to Human Resources within thirty (30) calendar days following receipt of the request.

Human Resources shall send the Union notice of all requests for reclassification evaluations of its members within ten (10) working days of receipt of the request.

Human Resources will have six (6) weeks to review the request. Human Resources will forward approved request to the Board of Commissioners. The Board will take action on the request within two (2) weeks.

If the reclassification is approved, the new pay rate will be effective at the start of the pay period following receipt of the request in Human Resources.

If a reclassification request is approved, but it is determined the position will not be upgraded, the higher-level duties will be removed. The nurse will receive a lump sum payment for the difference between their current salary and the approved salary rate for the time period, as referenced in the preceding paragraph, to the date the duties are removed.

If the reclassification request is denied, the nurse or the Union may appeal at step 3 of the grievance procedure.
Section 18.2 New Classification. If the County establishes a new classification, or materially revises an existing classification of a position within the bargaining unit, the County shall provide the Association with a copy of the new job description and salary range within ten (10) working days following final approval by the Board of Commissioners. Within ten (10) working days following notice to the Association, the Association shall have the right to initiate discussions limited to the salary range assigned to the new classification. If discussions have not been initiated by the Association pursuant to the notice period herein, the salary range so assigned shall be deemed approved. Any adjustment to the pay rate shall be retroactive to the date the new classification was approved by the Board of Commissioners or when implemented by the Department Director, whichever occurs later.

Section 18.3 Nurse Reclassification Downward. Nurses subject to reclassification, which results in the reduction of salary, shall be red circled at their current wage for at least ninety (90) days. The nurse has forty-two (42) calendar days from receipt of notice of the reclassification to opt for lay off as set forth in Article 16, Seniority. If the nurse does not exercise this option, they will be placed on the highest step in their new range at the closest to their previous salary, at the end of the ninety (90)-day period.

The nurse retains recall rights to the prior classification as long as they are employed with no break in service. If the nurse turns down a recall notice according to Section 16.5, they will forfeit their right to recall.

Section 18.4 Working Out of Classification. A nurse assigned the major duties and responsibilities of a higher paid position shall receive compensation at Step 1 of the higher classification, or a one (1)-step increase in their regular classification, whichever is greater, provided such assignment is designated by the Department Director in writing, and providing that the assignment is planned to extend, or actually extends, for more than ten (10) continuous working days.

The Department Director will designate acting in capacity assignments in writing.
This Section shall not apply to a nurse working in a job-related training program that has been mutually agreed to by the County and the nurse.

Section 18.5 Classification Not Guaranteed. Classifications and/or job titles used in the County’s pay system are for descriptive purposes only. Their use is neither an indication of nor a guarantee that these classifications and/or titles will continue to be utilized by the County in the future.

ARTICLE 19 SAFETY

Section 19.1 Safety Rules Generally. Nurses shall comply with all Countywide and departmental safety rules that are in force and effect on the date of the signing of this agreement or may thereafter become effective during the term of this agreement. Nurses shall report all unsafe acts or conditions to their supervisor when such acts or conditions occur.

No nurse shall be expected to operate any equipment or to perform any work assignment that would cause their imminent danger and would reasonably be considered to be unsafe by a normally prudent person. The County shall inform all members of the bargaining unit of all of the safety rules and procedures that applies to their positions.

ARTICLE 20 RETIREMENT PROGRAM

Section 20.1 Program Definition. During the term of this agreement, the County shall continue to participate in the Public Employee’s Retirement System (PERS) and shall pick-up, assume and pay the employer’s and the nurse’s contribution to PERS for members of the bargaining unit participating in PERS.

The full amount of nurse contributions picked-up or paid by Benton County on behalf of members of the bargaining unit shall be considered salary within the meaning of ORS 238.005(11) for the purposes of computing a nurse final average salary pursuant to ORS 238.005(15), but shall not be considered salary for the purposes of determining the amount of nurse contributions required to be contributed pursuant to ORS 238.200. Such picked-up and paid nurse contributions shall be credited to the nurse accounts pursuant to
ORS 238.200 (2) and shall be considered to be nurse contributions for the purposes of ORS Chapter 238.

In the event the laws controlling the above pick-up agreement are scheduled to change in the future, the parties agree to bargain before implementation, upon request, for the protection of the rights and obligations set forth in this section.

ARTICLE 21 NURSE DISCIPLINE

Section 21.1 Progressive and Corrective Discipline. The County agrees with the tenets of progressive and corrective discipline, when appropriate. Progressive discipline will normally start with an oral reprimand. An Oral Reprimand is defined as a corrective action, which will result in a written record to the nurse’s Personnel file. The County shall neither discipline nor discharge post-probationary nurses without just cause. Pursuant to this Section, just cause means, but is not limited to:

- An action or failure to act as it relates to a nurse’s performance of assigned duties or conduct that is in violation of regulations or written policy. When establishing just cause, the County shall ensure due process, fairness and consistency.

Section 21.2 Removal of Discipline. Reprimands placed in a nurse’s personnel file will be removed after three (3) years when requested by the nurse, provided that there has been no recurrence of the type or kind of conduct, giving rise to the reprimand. In the event the nurse fails to request removal in a timely manner, no reprimand may be considered after three (3) years if it qualifies for removal and shall be removed when discovered. No written record of disciplinary action shall be deemed official unless it is date stamped by Human Resources, included in the nurse’s personnel file, which is maintained in Human Resources, and in accordance with Article 21, Section 1.

Both parties acknowledge that letters of reprimand appropriately removed from the personnel file under this article shall be maintained by the County and only used by the
County to defend itself in a judicial or administrative action or complaint, which includes a grievance filed by an employee or the union.

Section 21.3 Administration of Discipline. Discipline will be administered in such a manner so as not to embarrass the nurse in front of other nurses or the public. In addition, nurses will be notified of an investigation when it could lead to their discipline within ten (10) working days of the knowledge of an occurrence or circumstance(s) which could give rise to discipline. Discipline includes, but is not limited to, oral reprimands, written reprimands, suspensions and discharge.

Section 21.4 Presence of Shop Steward. The County acknowledges the right of a nurse to have an Association Steward present during any disciplinary process. If the purpose of an interview is reasonably anticipated to relate to a disciplinary matter, the nurse shall be so advised before the interview and provided a reasonable period of time to obtain Association or other representative, if they desire.

Section 21.5 Notice to Association. When any written disciplinary action is received by the Human Resources Department that affects any member of the bargaining unit, a copy will be forwarded to the Association within three (3) working days of receipt thereof, unless the affected nurse specifically objects.

Section 21.6 Administrative Leave Time Limits. The timeframe for Administrative Leave should be justified by the complexity of the investigation. The County will update the nurse regarding the progress of the investigation at least twice a month. Investigation shall not exceed thirty (30) days without communication to the nurse and their Association representative of the specific circumstances of an extension.
ARTICLE 22 MISCELLANEOUS PROVISIONS

Section 22.1 Personnel File. No disciplinary or corrective information of any kind whatsoever, shall be deemed official, or usable against any nurse unless it has been received in Human Resources, date stamped, bears the signature of the nurse, and is included as part of the nurse’s official personnel file.

The nurse’s signature only confirms having received a copy of the material but does not indicate agreement or disagreement. In the event the nurse refuses to sign it, the County may place the document in the file, provided it is signed by two (2) management or supervisory nurses and mailed to the nurse’s address of record.

Section 22.2 Job Sharing. Job sharing, which is the sharing of an authorized full-time position by two nurses, may be allowed at the discretion of the County with notice to the Association. Both nurses shall agree in writing to the conditions of the sharing as determined by the County. The position may revert to its previous status at the discretion of the County, if one (1) of the persons sharing the position is no longer employed in the position, or if the sharing is deemed unsatisfactory by the County. A job-share shall not be implemented unless approved in writing by the Human Resources Manager.

Section 22.3 Mileage Pay. Nurses who are required to use their personal vehicle in the performance of their duties as a nurse for Benton County shall be paid at the rate approved by the Board of Commissioners and noted in the Personnel Policies. Odometer records must be included with reimbursement requests, and private mileage shall be authorized in advance by the Department Director. In all cases, mileage reimbursements shall be measured from the nurse’s work site to the assigned duties and return to the work site. Future adjustments shall apply when approved by the Board of Commissioners.

Section 22.4 Contract Work. During the term of this agreement, the County shall not contract or sub-contract public work now performed by nurses covered under this agreement which would
result in the loss of employment of a member of the bargaining unit, provided that such public work is being accomplished in the most efficient and cost-effective manner available to Benton County.

Section 22.5 Negotiations. The County agrees to pay up to four (4) two (2) Association members their regular pay for periods of contract negotiations which occur during their working hours and during the County business day of 8:00 a.m. through 5:00 p.m. No regular pay or overtime pay shall apply to periods of negotiations occurring outside of the business day or outside of the nurse’s working hours.

Section 22.6 FTE Modification. When a position’s established FTE is temporarily changed (increased or decreased) for a period of ten (10) consecutive working days or longer, all appropriate benefits shall be pro-rated in conformance with the changed FTE on the first day of the month following the change.

Section 22.7 License Fees. County will pay for the Drug Enforcement Administration (DEA) license when the County deems it advantageous for a Nurse Practitioner(s) position to have the license.

Section 22.8 Fiscal Year. Fiscal year is July 1st through June 30th. The year ends June 30th wherever fiscal year is referenced.
ARTICLE 23 GRIEVANCE PROCEDURE

Section 23.1 Grievance Definition. A grievance is a dispute raised by a nurse or the Association, against the County and shall be limited in scope to the interpretation and/or the application of specific Articles, Sections, and provisions of this agreement. Unless otherwise designated by the Board of Commissioners, the Human Resources Manager shall serve as the Designee of the Board of Commissioners at Step 3 of this procedure. All matters relating to grievances shall be directed to them.

Section 23.2 Time Periods and Notice Stipulations. Time limits established herein may be waived through the written mutual consent of the parties. However, absent the written consent of the parties, failure of the nurse or the Association to submit or prosecute a grievance in accordance with time and notice limits established herein, shall constitute abandonment of the grievance.

Failure of the County to respond to a grievance within the time limits herein shall result in the Association having the absolute right to elevate the grievance within ten (10) working days to the next higher step in the grievance procedure. A grievance may be dismissed at any time, and at any step, upon receipt by the Designee of the Board of Commissioners of a signed statement from the aggrieved nurse and/or the Association, that the dispute has been resolved or withdrawn.

All time periods in this Article are measured in full working days, on a five (5) day work week basis. Weekends, partial days, and designated County holidays are excluded.

Section 23.3 Informal Discussion Permitted. Nothing in this Article is intended to prohibit informal discussions relating to a potential grievance between the nurse and/or the Association and the immediate supervisor, provided that the time limits set forth in Section 2 and Section 6 of this Article are adhered to.
Section 23.4 Confidentiality. All proceedings and evidence of any kind whatsoever that are related to grievances shall be considered exempt from public disclosure until the conclusion of the final grievance proceeding in Benton County.

Section 23.5 Exclusive Remedy. Grievances shall be commenced and processed according to provisions herein, which provisions the parties mutually acknowledge to be the exclusive and binding process for the resolution of disputes constituting grievances as herein defined.

Section 23.6 Grievance Procedure. The Association and County accept the following statement of principles:

- The Association and County have a mutual commitment to using a problem-solving approach in the resolution of grievances;

- Resolution of a grievance at the lowest possible level is always encouraged;

- Complete disclosure of information will be made at the lowest possible level;

- There shall be flexibility in the problem-solving process for resolution of a grievance at step 1.

A. Grievances at step 1.

1. A nurse, with or without Association representation, shall have five (5) working days from the date of occurrence of the circumstance(s) giving rise to a potential grievance, or from the date of the nurse’s first knowledge of the occurrence, to informally discuss the problem or issue with their supervisor, to define the issue, and to resolve the issue if possible.

2. A nurse or the Nurses Association representative shall have fifteen
(15) working days from the date of occurrence of the circumstance(s) giving rise to a potential grievance, or from the date of the nurse’s first knowledge of the occurrence, within which to file a written statement of the issues with the nurse’s immediate supervisor outside of the bargaining unit. A copy shall be sent to Human Resources.

3. The supervisor shall respond in writing to the person filing the written statement of the issues within ten (10) working days following receipt of the written statement of the issues. This written response shall either deny the grievance or acknowledge what step(s) will be taken to remedy the grievance. A copy shall be sent to Human Resources.

4. If the nurse is satisfied with the supervisor’s written response, the grievance shall be deemed resolved without further action. If the nurse is not satisfied with the supervisor’s written response, the aggrieved nurse and/or the Association may elevate the grievance to step 2.

5. Steps 1 and 2 may be combined by mutual consent of both the nurse and their Association representative and both the nurse’s supervisor and Department Head.

6. An issue, which involves a property right (economic interest), shall not be heard at step 1 but shall be elevated immediately to step 2.

B. Grievances at step 2.
1. A grievance at step 2 shall be initiated by the filing of a written grievance (see Appendix A, Grievance Form), the written statement of the issues, and the response above, with the nurse’s Department Head within ten (10) working days following the nurse’s or the Association
representative’s receipt of the response to the written statement of the issues. A grievance involving a property right shall not be heard at step 1, but shall be elevated immediately to step 2, and shall be filed within ten (10) working days following the occurrence of the circumstance(s) giving rise to the grievance, or the date the nurse first knew of the circumstance(s). A copy shall be sent to Human Resources.

2. An Association representative and/or the aggrieved nurse shall file the grievance at step 2. A copy shall be sent to Human Resources.

3. All written grievances shall include the following information. Grievance filings that are deficient in one or more of the items noted in “a” through “f” below shall be returned to the person who filed the grievance to be conformed to these requirements, and the time period to file the grievance shall be extended by five (5) additional working days, beginning on the date the grievance is returned.

a. The name and position of the nurse on whose behalf the grievance is brought.

b. The date of the circumstances giving rise to the grievance, and the date the nurse had first knowledge thereof.

c. A clear and concise statement of the grievance, including relevant facts which give a full and objective understanding of the nurse’s grievance.

d. The specific law, Article, Section, Statute, policy, or provision of this agreement alleged to have been violated. Ambiguous statements such as “any Article or Section, which may apply,” shall
not be considered in compliance with this Section.

e. The remedy or relief sought by the nurse.

f. The signature of the person submitting the grievance.

4. The Department Head shall respond in writing to the person filing the grievance within ten (10) working days following receipt of the required grievance documents, and the Department Head is encouraged to meet with the aggrieved nurse, Association representative, and supervisor to clarify the issues presented in the grievance. A copy shall be sent to Human Resources.

5. If the aggrieved nurse is not satisfied with the Department Head’s response, the aggrieved nurse and/or the Association representative may elevate the grievance to step 3.

6. Steps 1 and 2 may be combined, by mutual consent of both the nurse and their Association representative and both the nurse’s supervisor and Department Head.

C. Grievances at step 3.

1. If the grievance is still unresolved, within ten (10) working days following the written response at Step 2, the aggrieved nurse and/or the Association may file the step 3 grievance with Human Resources. The parties, which shall include the grievant(s), an ONA Labor Relations Staff Representative, a Benton County ONA Representative, a Human Resources representative, and two other management representatives shall meet within twenty (20) working days to review the facts. The goal of this step is to
achieve cost efficient and timely resolution through a problem-solving process, which could include a mediator by mutual agreement. Any cost for mediation will be shared equally by both parties.

All available information concerning the grievance shall be provided by the Parties at the meeting and become the official record.

2. In the event, the Parties are unable to reach a consensus regarding a resolution of the grievance or resolution is not reached at mediation, the matter may be referred to an arbitrator (step 4) by the Association for final determination. The Association shall give the County written notice of its intent to refer the matter to arbitration within ten 10 working days of the last step 3 meeting or the last mediation session.

**D. Grievances at step 4.**

1. Grievances unresolved at step 3 and/or mediation may be elevated to step 4.

2. Within ten (10) working days of the notice of intent to arbitrate, the Association shall request that a list of potential arbitrators from the Oregon State Conciliator within the Employment Relations Board be sent to the County and to the Association. Upon receipt, the parties shall contact each other to assure that both have received the list. Final selection shall be accomplished by the County and the Association alternately crossing off one (1) of the five (5) named arbitrators, until only (1) one remains. The party who strikes the first name shall be determined by the month the list of potential arbitrators is received. The County shall strike first in an odd numbered month and the Association shall strike first in an even numbered month. Before the striking process begins, either party may
reject the entire list once and to request an alternate list from the Nurse Relation Board. The arbitrator shall be notified of their selection to arbitrate the disputed issues(s).

3. The decision of the arbitrator shall be final and binding on the parties, however the arbitrator shall not have authority to alter, modify, amend, vacate, or change any terms or conditions of this agreement, and their remedy must follow the contract, applicable law, statute, or policy raised in the grievance. This provision is not intended to prevent either party from any administrative or statutory relief they may otherwise have to appeal an arbitrator’s award. The decision of the arbitrator shall be issued within thirty (30) days of the conclusion of the arbitration hearing.

4. Prior to the arbitration hearing, if either party discovers new information or evidence not previously considered at step 3 of this procedure, the parties shall share this information and/or evidence. If the introduction of this new information or evidence brings forth a reversal or change in the step 3 decision or facilitates a settlement agreement between the parties prior to or during the arbitration, the parties will mutually bear any expenses related to the arbitrator’s cancellation fee.

5. Nothing in this Article is intended to prevent a mutually acceptable settlement prior to, or during the arbitration procedure.

6. If arbitration is utilized, the cost of the arbitrator will be shared equally by both parties. Each party assumes the cost of presenting its own case.
Section 23.7 Absence from Workstation. A Steward or Association officer who represents a
grievant or the Association at a meeting or grievance hearing pursuant to this Article, shall be
permitted to be present without loss of pay, following reasonable notice to the Department Director.
One (1) Representational Steward or Association officer shall be permitted to be present without
loss of pay.

ARTICLE 24 LABOR MANAGEMENT ADVISORY COMMITTEE (LMAC)
ONA agrees to participate in labor-management meetings on a Countywide basis. One (1)
nurse will serve on the countywide LMAC.

Issues specific to ONA represented nurses will be considered through a departmental
committee that will convene upon the request of the Association.

Because participation in the countywide LMAC is viewed as mutually desirable for the County
and ONA, no person will be penalized for or benefit from participation in this group. Therefore,
members of the countywide LMAC will not suffer loss of pay for time spent in conducting LMAC
business during their regularly scheduled work shift nor will any member of the countywide
LMAC receive pay for time spent conducting LMAC business outside their regularly scheduled
work shift.

ARTICLE 25 SAVINGS CLAUSE
Should any Article, Section, or portion thereof of this agreement be held unlawful or
unenforceable by an opinion of the Attorney General of the State of Oregon, or by a Court
of competent jurisdiction, or an Administrator Agency of the State of Oregon having
jurisdiction over the subject matter, such decision shall apply only to the specific article,
Section or portion thereof directly specified in the decision, statute, or rule. Upon the
issuance of such decision, statute, or rule, the parties agree to meet and negotiate
substitute provision(s) within ten (10) working days of receiving the notice of the decision,
statute, or rule by the County. All other portions of this agreement, and the agreement as a
whole, shall continue without interruption except those remaining provisions which are so
essential and inseparable connected with and dependent upon the unlawful or
ona reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
ARTICLE 26 TERM OF AGREEMENT

Section 26.1 Term of Agreement. This agreement covers the period of July 1, 2021 through June 30, 2023. This agreement shall be effective as the date of execution but in no event before July 1, 2023, and shall remain in full force until June 30, 2024. This agreement shall then be automatically renewed from year to year, from the first day of July 2023, unless either party notifies the other not later than forty (40) calendar days prior to the termination date of this agreement that it wishes to initiate negotiations. In the event that such notice is given, negotiations shall begin no later than ten (10) calendar days following notification. This agreement may be amended at any time by the mutual agreement of the parties. All such agreement(s) shall be in writing and signed by the parties and/or their authorized representative(s).
1 Appendix A
2 See attached
### APPENDIX “A”: SALARY SCHEDULE

Benton County—Oregon Nurses Association Salary Schedule

<table>
<thead>
<tr>
<th>DBM/Range</th>
<th>Minimum</th>
<th>Midpoint (Market Average)</th>
<th>Maximum</th>
<th>Range Spread</th>
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<td>$76,230</td>
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<td>$4,235</td>
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<td>$6,353</td>
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<td>$24.43</td>
<td>$30.54</td>
<td>$36.65</td>
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</tr>
<tr>
<td>C/42 - Health Care Professional II</td>
<td>$53,358</td>
<td>$66,703</td>
<td>$80,049</td>
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<tr>
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<td>$4,447</td>
<td>$5,559</td>
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<td>$32.07</td>
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<tr>
<td>C/43 - Health Care Professional III</td>
<td>$56,031</td>
<td>$70,039</td>
<td>$84,046</td>
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<tr>
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<td>$4,669</td>
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<td>$26.94</td>
<td>$33.67</td>
<td>$40.41</td>
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<tr>
<td>C/44 - Health Care Professional IV</td>
<td>$59,030</td>
<td>$73,788</td>
<td>$88,546</td>
<td>50%</td>
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<tr>
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<td>$4,919</td>
<td>$6,149</td>
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<td>$28.38</td>
<td>$35.46</td>
<td>$42.57</td>
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<tr>
<td>C/45 - Health Care Professional V</td>
<td>$62,851</td>
<td>$78,563</td>
<td>$94,276</td>
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<td></td>
<td>$5,238</td>
<td>$6,547</td>
<td>$7,856</td>
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<td>$30.22</td>
<td>$37.77</td>
<td>$45.33</td>
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<tr>
<td>C/4 prem - Health Care - Nurse Practitioner</td>
<td>$84,427</td>
<td>$105,539</td>
<td>$130,862</td>
<td>55%</td>
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<td>$40.59</td>
<td>$50.74</td>
<td>$62.91</td>
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</table>

Note: The monthly is based on the annual divided by 12; the hourly is based on the annual divided by 2080. Employees who are paid on a salary basis are paid the same salary each pay period regardless of the hours in that pay period. Semi-monthly salary is based on the annual salary divided by 24.

Note: The monthly is based on the annual divided by 12; the hourly is based on the monthly divided by 173.33.
This was done because the personnel policies in that the pay grades are referenced in monthly pay amounts. Therefore, the hourly was based on the monthly amount. (Personnel policies 22.1)
Memorandum of Understanding

Benton County and Oregon Nurses Association

Benton County ("Employer") and Oregon Nurses Association ("Association") hereby amend Section 13—Pay Periods as follows:

1. The County and the Association agree to convert to a new bi-weekly payroll no earlier than January 1, 2018.

2. The County will provide the Association with at least ninety (90) days’ advance notice prior to the change.

3. The County will assist employees in the transition with third party creditors.

4. Prior to effectuating the payroll change, the County will have secured consent from all other bargaining units to convert to the payroll change.

For the OREGON NURSES ASSOCIATION

_____________________________

Date _______________________

For BENTON COUNTY

_____________________________

Date _______________________

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
Letter of Understanding

Oregon Nurses Association and Benton County

Oregon Nurses Association ("Association") and the Benton County ("Employer") hereby agree to the following:

1. Association and the County agree to work with Labor Management Advisory Committee (LMAC) to implement an Anti-Bullying Policy.

2. The Policy for Anti-Bullying will be developed and implemented no later than July 1, 2018.

3. All Association Nurses will be trained on the Anti-Bullying Policy no later than August 1, 2018.

For the OREGON NURSES ASSOCIATION

[Signature]

[Date] 1/19/18

For BENTON COUNTY

[Signature]

[Date] 1/29/18

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.
Memorandum of Agreement

Benton County (County) and the Oregon Nurses Association (Association) agree to delay the implementation of the following section of the 2017-2021 Collective Bargaining Agreement (Agreement) Article 14.1 Medical/Vision/Dental:

The County shall also provide a high deductible health plan option with a health savings account (HSA). Employees hired after July 1, 2017 will be offered the CDHDP, only.

Specifically, this Memorandum of Agreement delays the single plan option for new employees until August 1, 2018. The purpose of the delay is to provide time to establish a health reimbursement account option for employees who are not eligible for a health savings account.

The parties to this Agreement hereby acknowledge and agree that this Agreement is in no way precedent setting. This Agreement shall not be introduced, referred to, or in any way utilized in any subsequent arbitration, litigation, or administrative hearing except as may be necessary to enforce its provisions and terms.

For the OREGON NURSES ASSOCIATION

For BENTON COUNTY

_____________________________

Date 1/19/18

_____________________________

Date 1/29/18
ONA → Benton County

Date of Proposal: April 20, 2021, 1400

CONTRACT RECEIPT FORM

Please fill out neatly and completely, and return to
Oregon Nurses Association
18765 SW Boones Ferry Road, Suite 200
Tualatin, OR 97062-8498
Or, fax to ONA at 503-293-0013. Thank you.

Your name ____________________________________________

I certify that I have received a copy of the ONA Collective Bargaining Agreement
with Benton County, July 1, 2017, until June 30, 2021.

Signature ________________________________ Today’s date ____________

Your mailing address ____________________________________________

__________________________________________________________

__________________________________________________________

Cell phone ________________________ Home phone ________________________
Personal email ________________________
Unit ________________________________
Shift ________________________________

ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.