ARTICLE 5 ASSOCIATION SECURITY, CHECK-OFF, AND BUSINESS

1. Association Security and Check-Off;
   A. Deduction of Association Dues:
   All employees covered under the terms of this Agreement may voluntarily join the Association as a member.

   B. Amount Deducted Each Payroll Period
   The County agrees to deduct once each month from the pay of employees covered by this Agreement the Association membership dues, fees, costs, charges, and/or regular assessments of those Association members who individually authorize such deductions in writing. Such authorization shall be terminable upon such notice as is specified in the authorization.

   C. Authorization and Certification of Dues
   The member’s authorization to deduct membership dues, fees, costs, charges, and/or regular assessments, and amounts to be deducted shall be certified by the Association in writing to the County, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Association by the first day of the succeeding month after such deductions are made.

   D. Maintenance of Membership
      1. Employees who are current members of the Association at the signing of this agreement or who sign an Association membership card subsequent to the signing of this agreement shall maintain their Association membership and pay the amount of dues certified by Oregon Nurses Association for the duration of the collective bargaining agreement. There shall be a five (5) day window period each year during which the employee may drop their membership without penalty and stop
purchasing dues. The five (5) day window periods shall commence on the anniversary date of the signing of the contract.

2. The Association agrees that it will indemnify, defend and hold the County harmless from all suits, actions, proceedings or claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement, or any combination thereof, arising out of application of “Section 1.D.” of this Article. In the event any decision is rendered by the highest court having jurisdiction that any portion of this section is invalid and/or that reimbursements must be made to any employees affected, the Association shall be solely responsible for such reimbursements.

E. Monthly Listing of New and Terminated Employees

1. Within thirty (30) days after the execution of this Agreement and monthly thereafter for the term of this Agreement, the County shall provide the Association electronically with a master listing of all Bargaining Unit Employees who are subject to the provisions of this Agreement. Such listing shall contain the names of the employees, along with their job classifications, work locations for full-time and part-time employees, home addresses, home phone number, SAP number, and dates of employment.

2. Each month subsequent to the establishment of the master list, The County shall forward to the Association electronically the names, job classifications, work locations for full-time and part-time employees, home addresses, dates of employment, and SAP number of all new employees covered by this Agreement and of all employees who terminated from the bargaining unit during the month.

3. The Association shall advise the Chief Human Resources Officer of the address to which the listings are to be sent.
2. Union Representation

A. Contract Negotiations

1. The Association’s Negotiating Team shall consist of not more than ten (10) members, nine (9) of whom may be employees. Six (6) County employees participating in such negotiations will be paid allowed to do so at their regular rate of pay, without loss of pay.

2. Observers and/or working staff sponsored by the Association or County may be in attendance with the negotiating teams. Such attendance for the Association by a bargaining unit employee shall be on the employee’s own time, unless otherwise mutually agreed.

3. Resource people may be called upon to make statements and answer questions at the negotiating meetings but will not be permitted to be present after their statement and any questions are concluded. Such attendance for the Association by a bargaining unit employee shall be on the employee’s own time unless otherwise mutually agreed.

4. Prior to negotiations, representatives of the County’s and Association’s negotiating teams will jointly establish other necessary general negotiating ground rules.

B. Nurse Employment Relations Committee

1. To promote harmonious relations and aid internal communications, the parties will maintain the Nurse Employment Relations Committee (“NERC”).

2. The County’s NERC members will be the Health Department Director (or designee) and a representative from the County’s Labor Relations Unit.
The Association shall designate four (4) employee members who will be released from duty to serve on the NERC without loss of pay.

3. If the meeting is held at a time outside of the member’s regularly scheduled hours of work, the member shall be permitted to flex the member’s regular schedule within the FLSA workweek to compensate. The member and the member’s supervisor shall confer in advance of the meeting to determine a mutually agreeable flex schedule to achieve this purpose.

4. In selecting members, the Association will select no more than one employee from a particular organizational unit, at a time and take into account such other considerations as are necessary to prevent disruption of operations. The Association may also designate its business representative to serve as a fifth (5th) member, if it desires.

5. Either party may sponsor additional attendees at a particular meeting of the NERC after conferring with the Labor Relations Unit representative and ONA Labor Relations Representative; PROVIDED, that the release of additional employee attendees must be approved by the employee’s immediate supervisor.

6. The NERC will establish regular quarterly meeting during normal working hours and will schedule such meetings insofar as practice to avoid disruptions and interruptions of work.

7. The Committee may discuss any matter pertinent to maintain good employer-employee relations. Each party will attempt to give the other reasonable advance notice, insofar as practical, of the agenda items it wishes to discuss at the next meeting.
C. Visits by Association Representatives
The County agrees that accredited representatives of the Oregon Nurses Association, upon advance notice to the Department of Human Resources Manager and with reasonable and proper introduction at the job site, shall have access to the premises of the County at any time during working hours to conduct Association business. The Association agrees that such visits will cause no disruptions or interruptions of work. The County will make a meeting area available with prior notice.

D. Bulletin Boards
The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin boards. All posting of notices and bulletins by the Association shall be effectual in nature and shall be signed and dated by the individual doing the posting.

E. Association Business Leave
There are three forms of Association Business Leave.

1. Joint Function Business Leave (County Paid Time):
Association Business Leave that is considered County Paid Time includes functions that are considered County/Association joint functions such as; table negotiations; committees that are joint County/Association committees such as labor/management committees, Benefits Committee, Compensation Committee; duties as a Steward as defined as in this agreement and such other Joint Function Business Leave (County Paid Time) that are mutually agreed between the parties.

County employees participating in such activities will be allowed to do so without loss of pay.

2. Association Only Business Leave (Association Reimbursable
a. Any bargaining unit member selected by the Association to participate in other Association-related activity shall be considered on Association Only Business Leave (Association Reimbursable Time) status and shall be granted such paid leave, subject to ordinary leave request approval, without loss of pay.

b. Association Only Business Leave (Association Reimbursable Time) addressed in this section would pertain to such activities as: contract administration; time to cover for staff replacement; time to attend training conferences such as steward/arbitration/grievance training; and time off to prepare for negotiations.

c. Written requests of such time away from work shall be given to the affected employee’s immediate supervisor ten (10) working days in advance and shall be approved subject to County operational and business needs.

The Association will make every effort to avoid disruptions of work.

d. The Association agrees to reimburse the County one-hundred percent (100%) of the affected employee’s salary and fringe benefits (including pro-rata cost of workers compensation premiums, but excluding indirect administration or overhead charges) for straight time spent on Association activities conducted during regularly scheduled working hours. The County shall submit a monthly statement to the Association itemizing the amount of the Association’s reimbursement obligation, and the Association will reimburse the County within thirty (30) days of receipt of the monthly Association Only Business Leave (Association Time):
Reimbursable Time) statement.

e. If the County incurs liability arising from the activities of a member engaged in Association Only Business Leave (Association Reimbursable Time) during such reimbursed time, the Association agrees to reimburse the County for losses caused by such activities, to the extent that such losses are attributable to the acts of the employee receiving continued compensation pursuant to this section.

In the event of a dispute over the causation or amount of loss attributable to the actions of Association agents, the parties agree to arbitrate such dispute under Article 21.1.F, Step V, unless such arbitration is inconsistent with the provisions of any applicable third-party insurance indemnification agreement, or unless binding arbitration might jeopardize the availability of coverage by a third-party insurer.

3. Association Business (Unpaid) Leave:
Employees selected by the Association for such activities that are considered political activities, including political training, conferences, committees, or appointments, and time off to work on an election race, are considered Association Business (Unpaid) Leave. Employees requesting such time off under this section would be governed by the notice requirements and time limits, unless mutually agreed otherwise, of Association Reimbursable Time.

A. Association Business Leave - Employment Status:
Employees in Joint Function Business Leave (County Paid Time) and Association Only Business Leave (Association Reimbursable Time) shall be treated as in paid leave status regarding accrual of benefits such as vacation, sick leave, Health and Welfare,
pension or any other benefit granted employees in paid leave status.

During Association Reimbursable Time, the employee shall not be eligible for County workers compensation benefits arising out of an injury or illness occurring during the leave from the County.