

**LABOR  
AGREEMENT**

**between**

**WASHINGTON COUNTY, OREGON  
and the  
OREGON NURSES ASSOCIATION**

**Expires: June 30, 2017**

[Tentative Agreement, May 12, 2017](#)



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**Article 1.**  
**PREAMBLE**

This Agreement is entered into by Washington County, Oregon, hereinafter called "County," and the Oregon Nurses Association, hereinafter referred to as the "Association." The purpose of this Agreement is to facilitate the achievement of the mutual goal of improved patient care and population health outcomes through the maintenance of equitable employment conditions and an equitable and peaceful procedure for the resolution of disputes.

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Article 2.

**DEFINITIONS AND INTERPRETATION (TA 4/13/17)**

**2.1** "Employee" means any person employed by the County who fills a position in one (1) of the classifications listed in the Article on Recognition.

**2.2** "Full-Time Employee" means a regular employee who is regularly scheduled to work forty (40) hours in one (1) workweek.

**2.3** "Part-Time Employee" means a regular employee who works fewer hours than a full-time employee and works twenty (20) or more hours per week averaged over a three-month period.

~~**2.4** "Short-Hour Employee" means an employee who:~~

- ~~1) Regularly works fewer than twenty (20) hours per week (averaged over a three (3) month period); or~~
- ~~2) Regularly works twenty (20) or more hours per week (averaged over a three (3) month period) for less than six (6) months.~~

~~A short hour employee does not include employees who work sporadically throughout the year.~~

~~Short hour employees are not credited with qualified payroll periods and do not receive fringe benefits, but their hourly rate includes a differential, as provided in Section 15.8 of this Agreement.~~

~~**2.52.4**~~ **"Probationary Employee"** means a full-time, ~~or~~ part-time ~~or short hour~~ employee who has not completed the probation period consisting of the first twenty-six (26) qualified payroll periods following initial appointment to County service.

~~**2.62.5**~~ **"Career Employee"** means an employee who has successfully completed the initial probationary period following appointment to County service. Career employees may serve additional probationary periods of twenty-six (26) qualified payroll periods following promotion or transfer and be designated as "career-probationary," however, these probationary periods do not deprive the employee of rights under the Agreement.

~~**2.72.6**~~ **"Regular Employee"** means an employee who is appointed to a position with a work schedule of twenty (20) or more hours per week for an anticipated continuous duration of thirteen (13) payroll periods or more, and the position is specifically allocated in the County Position and Salary Report as a Regular position. Appointees must successfully pass the Civil Service Examination and be appointed from a list of certified eligibles.

~~**2.82.7**~~ **"Payroll Period"** means a bi-weekly period.

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

2.102.9 **"Seniority"** shall be determined by the length of a regular employee's service in the bargaining unit. In the event of a tie (employees have the same amount of service in the bargaining unit), such ties shall be broken by drawing lots. Seniority for regular part-time employees will be prorated based the number of hours they are scheduled to work. ~~Short hour employees do not accumulate seniority.~~ A seniority list will be provided to the Association once per year, upon request.

**Article 3.**  
**RECOGNITION AND ASSOCIATION OBLIGATIONS**

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

~~Corrections Health Nurse~~  
Mental Health Nurse  
Community Health Nurse 1  
Community Health Nurse 2  
~~Community Health Nurse 3~~  
Nurse Practitioner

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

**3.3 Membership List/New Employees:** Within seven (7) days after the execution of this Agreement, the County shall provide the Association with a master list of all employees who are subject to this Agreement, giving the names, addresses, classifications, and date of employment. On a quarterly basis (before the 10th of January, April, July, and October), the County shall forward to the Association, the names, addresses, home phone numbers, classifications, hours status (part-time or, full-time, ~~or short hour~~), and dates of employment of all current employees for that pay period. The Association shall be responsible for identifying changes in employee status based on reports provided by the County. The County will notify the Association's local steward of new employees hired who are subject to this Agreement within fourteen (14) calendar days of hire.

**3.4 Association Obligations:** All employees covered by this Agreement on its effective date and new employees hired after the date shall either: (a) become Association members and maintain membership in the Association by the payment of regular dues through payroll deduction; (b) pay a fair share amount in-lieu-of dues without becoming an Association member by payroll deduction to the Association, as reimbursement for the costs of negotiations and administration of the contract, in an amount determined by the Association; or (c) employees with bona fide religious objections shall notify the Association of a desire to pay an equal amount equivalent to regular monthly Association dues to a non-religious charity or to another charitable organization as mutually determined between the employee and the Association.

**3.5 Timing:** An employee shall become an Association member, fair-share payer, or religious objector within thirty (30) calendar days following an employee's date of hire or the date of execution of this Agreement. An employee who does not do so may be subject to discharge of employment.

**3.6 Payroll Deduction:** The County automatically will deduct the Association membership dues or fair share payment from the pay of those employees subject to

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

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

#### **Article 4.**

### **SCOPE OF AGREEMENT**

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

#### **Article 5.**

### **NO DISCRIMINATION**

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

## Article 6.

### EQUAL EMPLOYMENT OPPORTUNITY (TA 4/13/17)

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

## Article 7.

### MANAGEMENT RIGHTS (TA 4/13/17)

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

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

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

## Article 8.

### HOLIDAYS (TA 4/13/17)

#### 8.1 The following days are paid holidays:

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

8.2 ~~Except for Corrections Health Nurses:~~ Whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday will be considered the holiday. ~~For Corrections Health Nurses the holiday shall be observed on the actual date of the holiday occurrence.~~

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

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

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

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

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

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

**Article 9.**

**VACATION TIME (TA 4/13/17)**

**9.1** Employees shall accrue vacation on the following basis:

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

**9.2** Part-time employees shall be credited with vacation leave based upon the above schedule in proportion to the actual time worked. ~~Persons employed on a short hour basis shall not receive vacation leave.~~

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

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

~~**9.5** — Should a short hour employee become elevated to a part time or full time position, the employee shall be placed at the appropriate level on the wage and vacation accrual schedules according to his/her or his/her total accrued hours of work.~~

~~**9.6**~~**9.5** Vacation leave requests when made one month in advance, shall be granted according to seniority if at all possible. Exceptions to this policy would include emergency leaves, such as a death in the family.

## Article 10.

### SICK LEAVE (TA 4/13/17)

- 10.1 Sick Leave Accrual:** ~~Full-time e~~Employees shall accumulate sick leave at the rate of ~~0.04623-6924~~ hours per ~~each hour paid~~qualified payroll period. ~~Part-time employees shall accumulate sick leave in an amount proportionate to that which would be accrued under full time employment. Short hour employees shall not receive sick leave.~~ The maximum accrual of sick leave for any employee shall be ninety-six (96) hours per calendar year. Any unused sick leave may be carried over and used in the following calendar year. Sick leave may be accumulated without limit but will not be paid upon termination of employment. When an employee is transferred or appointed to another department of the County, the employee's accumulated sick leave credit shall be transferred with the employee to that department.
- 10.2 Utilization:** An employee who is unable to perform his/her duties by reason of personal illness or injury, ~~pregnancy,~~necessity for medical or dental care, exposure to contagious diseases or for any reason covered by applicable laws and statutes governing the use of sick leave~~by death or illness in his/her immediate family requiring attendance of the employee,~~ may utilize his/her accrued sick leave. To the extent permitted by applicable law, the employee may be required to furnish satisfactory evidence of the need to use sick leave~~illness.~~
- 10.3 Notification:** In the case of the employee's personal illness or injury, notification should be given as soon as is practical of the employee's intent to use accrued sick leave. For a temporary absence covered by sick leave which is predictable, e.g., surgery or pregnancy, the employee shall give the immediate supervisor sufficient notice to plan for staffing during the employee's absence and shall provide the immediate supervisor with a written statement from the attending physician stating the date the leave is to begin. The employee shall notify the immediate supervisor as soon as the attending physician releases the employee to return to work. Additional requirements apply for employees whose sick leave may qualify under Oregon or federal leave law.
- 10.4 Illness in Employee's Immediate Family:** An employee may utilize paid sick days because of an illness in the employee's immediate family (as defined by applicable County rules and regulations) that reasonably requires the employee's attendance. The County may request that the employee provide a note from the medical provider that verifies the illness.
- 10.5 Leave Credit Following Reemployment:** An employee, who is reemployed following a layoff, or an expiration of a leave without pay, will have sick leave credits accrued during the previous employment period restored.

## Article 11.

### OTHER LEAVE (TA 4/13/17)

**11.1 Leave of Absence Without Pay:** A leave of absence without pay of up to ninety (90) calendar days may be granted for good cause (which may include disaster relief volunteer work) at the discretion of the County when applied for in writing in advance. An employee may request an extension of a leave of absence up to an additional ninety (90) days.

**11.2 Family and Medical Leave:** The County will grant eligible employees family and medical leave consistent with Oregon and Federal law and County policy.

**11.3 Jury Duty:** An employee shall be granted leave with pay for jury duty, provided that the compensation paid to the employee during the jury duty shall be reduced by the amount of money, if any, received by the employee for such duties.

~~**11.4 Voting Time:** An employee shall be permitted time off not to exceed two hours to vote in a general or special election if his/her assigned work schedule does not otherwise permit him/her to vote. Such leave will not be granted in a vote-by-mail election.~~

~~**11.511.4 Military Leave:** Military, alternative service and peace corps leave shall be granted in accordance with Oregon and federal law.~~

~~**11.611.5 Court Appearance:** When an employee is subpoenaed for a court appearance regarding County business, the employee shall be paid at his/her regular rate of pay; provided that the compensation paid to him/her shall be reduced by an amount equal to any compensation he/she may receive for the court appearance.~~

~~**11.711.6 Bereavement Leave:** An employee shall be allowed up to three (3) consecutive workdays time off with pay for death in the employee's immediate family (as defined by applicable County rules and regulations). An additional leave of two (2) consecutive workdays shall be allowed for necessary funeral travel time when approved by the immediate supervisor. Work days are defined as the employee's regular daily work schedule. An employee qualified for leave under the Oregon Family Leave Act (OFLA) will be allowed up to two (2) weeks of unpaid bereavement leave for the death of a family member qualified under OFLA. The two weeks of bereavement leave granted is inclusive of any bereavement leave taken under this section and must be completed within sixty (60) days from the date the employee was notified of the death of the family member. OFLA bereavement leave is to be taken in one continuous block of time.~~

~~**11.811.7 Inclement Weather:** The County and the employees will adhere to the County's policy concerning inclement weather.~~

## Article 12.

### EDUCATIONAL LEAVE

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

#### **12.2 Continuing Education:**

- A.** Full-time and part-time employees may take up to seven (7) work days per fiscal year without loss of pay to attend seminars or other regular courses of instruction which will contribute to the professional development of the employee or to maintain an employee's license. Unless specifically directed by the appointing authority to attend a seminar or course, the employee must request and receive prior approval from the appointing authority before enrolling in a seminar or course to be held during regular working hours. When such seminar or course attendance is directed or authorized by the appointing authority, tuition and/or registration costs and costs of the instructional materials shall be paid by the County.
- B.** Food, lodging, and/or travel expenses necessarily incurred in connection with a seminar or other regular course of instruction required by the appointing authority shall be reimbursed by the County in accordance with its then-current per diem schedule, upon receipt of a properly detailed County expense form. At the option of the appointing authority, full or partial reimbursement of such incurred expenses also may be provided for seminars or courses authorized but not required by the appointing authority.
- C.** The County will notify employees of the average amount available to employees for training and related expenses for the current fiscal year by August 1 of each year of this Agreement, but in no case shall the average be less than ~~\$500800.00~~ per employee (~~\$7501,050.00~~ for Nurse Practitioners).
- D.** Tuition reimbursement ~~may~~ shall be granted, in the discretion of the Appointing Authority, to an employee for college or master's courses taken on the employee's own time which are directly related to his/her current position and will result in his/her professional improvement if the following conditions are satisfied:
  - 1)** The employee receives written approval from the appointing authority prior to enrolling ~~ing~~ in the courses; and The employee successfully completes the course with a grade of "C" or better.
  - 2)** The employee shall receive tuition reimbursement after satisfactory completion of the courses, provided he/she is still employed by the County. An employee who leaves County employment within six (6)

months following tuition reimbursement will be required to reimburse the County for such tuition reimbursement.

- E. In cases where a particularly pertinent course is not available on the employee's own time, the County may also allow up to four (4) hours per week off for the duration of the course without loss of wage or benefits.



## Article 13.

### HOURS OF WORK (TA 4/13/17)

- 13.1 Workday, Workweek, and Work Schedule:** A workday shall consist of a twenty-four (24) hour period, commencing at the start of the employee's regular work shift. The normal workweek shall consist of forty (40) hours of work in seven (7) consecutive days, commencing on Saturday and ending on Friday unless otherwise modified by the County. The normal work schedule shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. Employees may request an alternative work schedule. All work schedules must be approved by the Division Manager.
- 13.2 Rest Periods:** Each employee shall ~~take~~be allowed a fifteen (15) minute rest period for each work period which constitutes the major portion of four hours.
- 13.3 Meal Break:** Each employee shall ~~take~~be allowed a one (1) hour meal period on the employee's time, which shall be scheduled as near as possible to the middle of the workday. An employee may take less than a one (1) hour meal period with supervisor approval, but even with supervisor approval the employee must take at least a thirty (30) minute meal period.
- 13.4 Work Outside Normal Schedule:** The County will attempt to give an employee at least seven (7) days' notice of any work to be performed on a day the employee is not normally scheduled to work. If an employee does not receive at least seventy-two (72) hours' notice of the need to work on a day on which he/she is not normally scheduled, all work performed on the unscheduled day which is within seventy-two (72) hours of the employee's receipt of the notice shall be paid at the rate of time and one-half (1-1/2), except that if in such circumstances the employee works at least forty (40) hours on his/her normally scheduled workdays during the remainder of the workweek, all hours worked by the employee on the unscheduled day and within seventy-two (72) hours of the employee's receipt of the notice shall be paid at the double time rate.
- 13.5 Saturday Work:** In the event employees will be regularly scheduled to work more than one Saturday per calendar month, the County will give two (2) weeks notice prior to the schedule change.
- 13.6 On-Call Pay:** An employee who is placed on call shall, at the discretion of the Appointing Authority, receive one (1) hour of pay at his/her regular rate of pay or one (1) hour of compensatory time for each eight hour shift. When the on-call shift is less than 8 hours, compensation shall be prorated by the number of hours on call. If the employee is called to work while on call, in addition to his/her on-call compensation, he/she shall be paid at the rate of time and one-half (1-1/2) his/her regular rate of pay for the time worked (to the nearest fifteen (15) minutes), with a minimum call out of one (1) hour.
- 13.7 Make-Up Work:** Employees permitted to work additional hours as a convenience to make up for authorized leaves of absence which have been arranged in advance shall

do so on an hour-for-hour basis.

- 13.8 Adjustment to Normal Work Schedule:** Consistent with the operating needs of the County, an employee's normal work schedule may be adjusted by mutual agreement between the employee and the Division Manager. In the event of a change by mutual agreement, the new schedule shall become the standard workday and workweek for the affected employee.
- 13.9 Job Vacancies:** The County will email all bargaining unit job vacancies to the members of the bargaining unit. The email shall include budgeted hours, which will include classification, shift, and hours per day. A nurse who wishes to transfer (see Section 15.5) shall make his/her desire known in writing to the individual designated by the County. When a position opening occurs, before it advertises the vacancy for outside candidates the County will consider transfer requests from current employees.
- 13.10 No-Pyramiding:** Hours which are compensated at an overtime or premium rate shall not be counted in determining an employee's eligibility for an overtime or premium rate for other hours during that same workday or workweek, nor shall more than one overtime or premium rate be paid for the same hours.

**Article 14.**  
**OVERTIME**

- 14.1** Overtime is work performed in excess of forty (40) hours in a workweek. All paid leave, including vacation, holiday, sick and compensatory time, shall count as hours worked for purposes of calculating overtime.
- 14.2** Compensation for overtime work shall be at the rate of time and one-half (1 1/2) the employee's regular rate of pay. Overtime shall be compensated in the form of compensatory time off or, at the option of the County, in the form of compensatory pay at the applicable rate. Compensatory time off shall be scheduled by mutual agreement between the employee and his/her supervisor. Overtime shall be recorded to the nearest one-fourth (1/4) hour.
- 14.3** The maximum accumulation of compensatory time off for any employee shall be eighty (80) hours. Upon reaching an accumulation of eighty (80) hours, an employee will receive paid overtime as described in Section 14.2 above.
- 14.4** Except in situations that would negatively interrupt and disrupt patient care, an employee shall seek and obtain prior approval from his/her supervisor before working any overtime.
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## Article 15.

### WAGES

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

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

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

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

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

15.4 **Transfers:**

~~A.~~ **Position Transfer:** A position transfer is an appointment to a position in the same classification and the employee's pay and anniversary date remains the same.

~~B.~~ **Classification Transfer:** ~~When an employee is appointed to a position in a different classification which has the same pay range, the employee's pay remains the same. The employee may be required to serve a probationary period of twenty-six (26) qualified payroll periods; however, the employee will retain the same anniversary date. Should the employee not successfully~~

~~complete the probationary period, the employee shall return to the former position.~~

**15.5** When a range is changed, the employee's pay is based on the same step of the new range as in the old. Such change shall not alter the employee's anniversary date.

**15.6** A Community Health Nurse 1 shall be promoted to Community Health Nurse 2 upon successfully demonstrating competence at the journey level, meeting the minimum qualification standards for the journey classification and the completion of one year of satisfactory employment with the County. The Community Health Nurse 1 is a training class and Community Health Nurse 2 is a professional staff nurse class.

~~**15.7** Short hour employees shall receive a wage differential equivalent to the actual cost of benefits received in lieu of vacation, sick leave, insurance and holiday benefits.~~

~~**15.8** 15.7 Except for job training purposes, whenever an employee is assigned work for more than eight (8) consecutive hours in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the rate assigned to the higher classification worked and at the appropriate step in accordance with the promotional policy in Section 15.3. Work performed for training purposes in orientation shall be paid at the employee's current rate of pay, plus appropriate shift differential and weekend and overtime pay. Lead/Preceptor Pay. An employee assigned in writing and as directed by department management to be a Lead and/or a Preceptor for a newly-hired nurse or a nurse changing program area shall be paid an additional amount equal to 5% of the employee's base pay for all hours during which the employee is working as a Lead and/or Preceptor for a newly-hired nurse or a nurse changing program area.~~

~~**15.9** 15.8 **Weekend Differential:** Employees who are scheduled to work any time between 12:01 a.m. Saturday and 11:59 p.m. Sunday will receive one dollar and fifty cents (\$1.50) per hour weekend differential for each such hour worked on a Saturday or Sunday, except such weekend differential will not be applicable to hours for which overtime is paid. An employee who is working an alternative schedule in accordance with Sections 13.1 and 13.8 that includes weekends as regular workdays are not eligible for the weekend differential.~~

~~**15.10** 15.9 **Bilingual Pay:** All current employees in designated bilingual positions will receive bilingual pay per county policy. An employee may request that his/her position be designated as a bilingual position. The County shall grant the request, subject to the operational needs of the department as determined by the County and if the County requires the employee to spend more than twenty percent (20%) of his/her workday utilizing his/her bilingual skills, and the employee is able to pass the County's bilingual tests.~~

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

Employees in designated bilingual positions hired after August 15, 1997 will be protected from the bumping provisions specified in Article 21.2(b) to the extent that

they will be considered a “specialty area within a classification” as contemplated by Article 4.10.2 A of the Personnel Rules and Regulations. However, a more senior employee with certifiable bilingual skills may bump a less senior person in a designated bilingual position.

| ~~15.11~~15.10 **Budget Process:** One month prior to developing the Health Department’s budget, the head of the Health Department or designee will allow ONA to provide information concerning wages and benefits received by other nurses in the Portland metropolitan region, which the County may review at its sole discretion.

| \_\_\_\_\_

**Article 16.**  
**MERIT RATINGS**

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

## Article 17.

### HEALTH AND LIFE INSURANCE (TA 4/13/17)

#### 17.1 Medical Insurance

~~Through December 31, 2014, the County agrees to provide employees a choice between the standard medical insurance plans for the Providence Open Option or Kaiser Permanente; or a choice of reasonably comparable overall benefits offered by other carriers. Coverage under these plans is subject to the carriers' eligibility requirements. The County also agrees to provide dental and vision insurance as provided on July 1, 2014, currently offered through ODS (Oregon Dental Service); or plans of other carriers offering reasonably comparable overall benefits, subject to the following:~~

~~Effective for the plan year in 2017, through the duration of this collective bargaining agreement, the County will provide eligible employees, as defined in County policy, the following health insurance options:~~

- ~~■ PPO: **Low Deductible Plan.** Providence Standard /open Option with \$500 deductible, 80% coinsurance, \$15 copay; or plan with reasonably comparable overall benefit. **High Deductible Plan.** Providence Standard Open Option with \$1,500 deductible, 80% coinsurance, \$20 copay plan or plan with reasonably comparable overall benefit.~~
- ~~■ HMO: **Low Deductible Plan.** Standard Kaiser HMO with \$250 deductible, 80% coinsurance, \$15/\$25 copay plan; or plan with reasonably comparable overall benefit. **High Deductible Plan.** Standard Kaiser HMO with \$750 deductible, 80% coinsurance, \$15/\$25 copay; or plan with reasonably comparable overall benefit.~~

~~Each plan under the PPO and HMO will have its own established rate based on actuarial cost of the Plan. The County's maximum contribution for medical insurance (the "Cap"), will be 95% of the premium for the Providence Standard Open Option, or a PPO plan of another carrier offering reasonably comparable overall benefits. (~~

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

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

~~Effective January 1, 2017, the County's maximum contribution for medical, dental, and vision insurance will be 92.5% of the premium for the plans selected by the employee.~~

Effective January 1, 2018, the County's maximum contribution for medical, dental, and vision insurance will be 90% of the premium for the plans selected by the employee.

For those employees who meet the Wellness Points requirement for the preceding plan year, the County's maximum contribution for medical, dental, and vision insurance will be 95% of the plans selected by the employee. (The County's and employees' medical insurance contributions will be based on tiered rates depending on the level of coverage selected by the employee (e.g., employee only, employee plus spouse, full family coverage, etc.), rather than on a composite rate.)

Effective January 1, 2015, the County will provide the following health insurance options:

PPO: Healthy Plan: Providence Standard Open Option \$500 deductible plan or plan with reasonably comparable overall benefit. Basic Plan: Providence Standard Open Option \$1,000 deductible, \$20 copay plan or plan with reasonably comparable overall benefit.

HMO: Healthy Plan: standard Kaiser plan with \$250 deductible; 80% coinsurance; \$15/\$25 copay or plan with reasonably comparable overall benefit. Basic Plan: standard Kaiser plan with \$500 deductible; 80% coinsurance; \$15/\$25 copay plan, or plan with reasonably comparable overall benefit.

To qualify for the higher County premium contribution rate Healthy Plan under either option, the employee will meet wellness point requirements as determined by a work group of the County Wellness Committee. The wellness point program will be implemented in January 2015. Wellness points earned in each calendar year will determine the employee's plan option for the following calendar year.<sup>+</sup>

The Association may appoint one member to the work group of the County Wellness Committee. The work group will seek information and input from the County's benefits consultant as it determines the wellness point system. In the event the work group is unable to reach a consensus on the wellness point system, the system shall be determined by the County and will be subject to interim bargaining with the Association under ORS 243.698, except that the interim bargaining period shall be shortened to thirty (30) days.

Effective January 1, 2016, the County will provide the following health insurance options:

PPO: Healthy Plan: Providence Standard Open Option \$500 deductible plan or plan with reasonably comparable overall benefit. Basic Plan: Providence Standard Open Option \$1,250 deductible, \$20 copay plan or plan with reasonably comparable overall benefit.

HMO: Healthy Plan: standard Kaiser plan with \$250 deductible; 80% coinsurance;

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<sup>+</sup> The parties agree that ONA represented employees will qualify for the Healthy Plan Option in 2015 if they do the following in 2014: Participate in a Health Risk Assessment and undergo either an annual physical exam that includes biometric screening, or biometric screening offered by the County.

~~\$15/\$25 copay or plan with reasonably comparable overall benefit. Basic Plan: standard Kaiser plan with \$750 deductible; 80% coinsurance; \$15/\$25 copay plan, or plan with reasonably comparable overall benefit.~~

~~Effective January 1, 2017, the County will have the option to modify the above plans (or plans with reasonably comparable overall benefits) as follows:~~

~~PPO: Healthy Plan: Increase deductible to \$750. Basic Plan: Increase deductible to \$1,500.~~

~~HMO: Healthy Plan: Increase deductible to \$500. Basic Plan: Increase deductible to \$1,000 and increase copays to \$20/\$40.~~

Should health insurance premiums for plan year 201~~96~~ or 20~~2017~~ increase by ten percent (10%) or more over the preceding year, either the County or the Union may reopen discussion concerning restructuring of contribution rates and/or a restructuring of benefit plan design. The parties agree to a forty-five (45) day mid-term bargaining period in the event a reopener is exercised.

17.2 Effective January 1, 2017, the County will provide a contribution to a VEBA account in the amount of \$125 per month (paid on the first two pay periods of the month) for eligible employees who choose to opt out of the County's medical, dental, and vision insurance plans. In order to qualify for the Opt Out contribution, the employee must provide proof that s/he is covered by another qualified group health plan that meets the minimum value requirements set forth under the Affordable Care Act.

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

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

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

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

17.517.7 Employees in job share arrangements will pay insurance premiums in accordance with County policy.



## Article 18.

### RETIREMENT AND WORKERS' COMPENSATION (TA 4/13/17)

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

Employees under this Agreement who are eligible to participate in PERS or OPSRP shall contribute six percent (6%) of their salary for their retirement to be withheld, as a pretax contribution which shall be treated for tax purposes as a contribution by the County, for the purpose of Internal Revenue Code Section 414(h) (2). Such contribution shall be made to the employee's PERS account or into the employee's account in the Individual Account Plan established under OPSRP, whichever is applicable.

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

- 18.2** The County will provide Workers' Compensation as required by state law and in accordance with County policy. Employees are insured under the provisions of the Oregon State Workers' Compensation Act for injuries or illness occurring during the scope and course of employment received while at work for the County. The day of injury is a regular day of pay and considered the first day of a three day waiting period is the following calendar day the employee is unable to work as directed by a provider. The employee is required to use their sick leave (if available) for the time missed during the three-day waiting period on the first day. In accordance with Washington County policy, the employee may be paid for lost wages for the first three calendar days if the employee is off work for 14 consecutive days as authorized by a provider or is hospitalized overnight.
- 18.3** An employee who is unable to perform the normal duties of his/her position because of a compensable workers' compensation injury or illness may be assigned by the County to other work which he/she is qualified and physically able to perform as authorized by a provider, whether such work is or is not of a type normally performed by employees in the bargaining unit. The County may assign an employee to job modification or transitional duty if the County determines this will be in the best interest of the county and the employee. The positions are temporary, lasting no more than 120 working days and the employee is required to present and updated Provider's Release to the County after each medical appointment. Such employment opportunity shall not cause a reduction in the employee's normal level of compensation and benefits. The employee will receive his or her regular

| compensation and benefits while working in a temporary modified or transitional duty position. The County reserves the right to discontinue or change any such assignment at any time.

## Article 19.

### ASSOCIATION BUSINESS

- 19.1 Business Representative:** Upon written or verbal notice to the Department Head or his/her designee, the Association business representative shall have reasonable access to the premises of the County at any time during working hours to examine working conditions provided that such visits shall not interfere with or cause neglect of employees' work. Also upon written or verbal notice to the Department Head or his/her designee the Association business representative may also make contact with employees in areas not open to the general public during their non-working periods.
- 19.2 Employee Representative:** The Association shall provide written notice to the Department Head indicating which person is designated as the Association's employee representative. Notice shall be provided on July 1 of each year or whenever the employee representative is changed.
- 19.3 Association Business During Working Hours:** The employee representative or the business representative may represent the Association during working hours in the procedure and matters addressed in Article 22 (Discipline and Discharge) and Article 23 (Grievances).
- 19.4 Bulletin Boards:** The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Association and to allow posting of all notices of the Association. The Association shall limit its posting of notices and bulletins to such bulletin boards.
- 19.5 Special Conferences:** Special conference for important matters, which may include issues such as scheduling and safety, which are not addressed in the Agreement may be arranged between designated representatives of the Association and the County upon request of either party. The matter to be discussed at such a conference shall be proposed at the time the conference is requested. Association representatives not to exceed three, may participate in such conferences without loss of pay. The parties will make a good faith effort to resolve the issues raised.
- 19.6 Contract Negotiations:** A negotiating team for the Association to include no more than two employees may attend negotiation meetings with County representatives to secure renewal of this contract without loss of pay. The date, time and place for negotiation meetings shall be established by mutual agreement between the parties.
- 19.7 Use of Equipment:** Association officers, stewards and committee representatives will have the right to use County equipment for incidental use only including, but not limited to, copy machines, word processing equipment, typewriters, and email. Computer use will be limited to those currently authorized to use such equipment and limited to designated County hardware and software. All such computer use will be in compliance with current County policy. The Association will pay for the cost of supplies and material related to such use when required.

## Article 20.

### OTHER BENEFITS

- 20.1 Medical Examinations:** If employees are required as a condition of employment to have periodic medical examinations, the County will reimburse those employees for the cost of an examination and any other procedures required by the County, less insurance paid benefits, upon presentation of adequate evidence of the fees, and will provide regular paid time off (separate from sick leave and vacation) for such examinations.
- 20.2 Transportation:**
- A.** If the County provides employees with vehicles, such vehicles will be maintained in safe working condition by the County. Any unsafe condition coming to the attention of the employee shall be reported to the County.
  - B.** An employee whose job requires driving to a job location or locations other than their normal report station shall receive current mileage allowance for all such travel, excluding normal mileage incurred to and from work, should the reporting site be located a further distance than the normal reporting site and the employee is permitted to report to such site without first stopping at their normal reporting site.
- 20.3 Mileage:** Each employee entitled to mileage shall be paid or reimbursed in accordance with the County mileage plan.
- 20.4** The County shall provide medical malpractice insurance coverage for all Registered Nurses and Nurse Practitioners covered by this Agreement.
- 20.5** The County shall reimburse the statutorily required and work-related licensure fees for all Registered Nurses and Nurse Practitioners covered by this Agreement.

## Article 21.

### LAYOFF AND RECALL (TA 4/13/17)

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

**21.2 Order of Layoff and Bumping Procedure:**

- A. The County agrees to request volunteers for resignation (without recall rights under this Article) in affected classifications prior to conducting the lay off. Any temporary employees, ~~and thereafter short hour employees,~~ in the affected classifications shall be separated from employment before regular full time and part time employees are laid off.
- B. Thereafter, layoff shall be made for regular full time and part-time employees within licensed specialties the affected classifications in the inverse order of the number of qualified payroll periods for such employees. In the event that two employees have the same number of qualified payroll periods, then the date of employment shall be used to determine layoff. In the event that two persons have the same number of qualified payroll periods and the same date of employment, layoff will be determined by coin flip.
- C. An employee who is laid off may "bump" the employee with the least number of qualified payroll periods in another classification in the bargaining unit, provided that the bumping employee is qualified for the work involved as determined by the appointing authority and has more qualified payroll periods than the employee to be bumped. Employees to be laid off shall submit written bumping requests to the Human Resources Division within three (3) calendar days of receipt of written notice of layoff. If no request to bump is received, the employee shall be laid off. The County shall officially notify employees whether bumping requests are granted or denied. If a written request to bump is granted, the employee bumped shall, in turn, acquire the bumping rights under this article he/she may possess by reason of qualification for the work and number of qualified payroll periods in the bargaining unit.
- D. Subject to the provisions of Section 21.8 an employee previously displaced from an assignment as a result of a layoff shall be given preference to return to such assignment should the position once again become available.

**21.3 Payment for Accrued Vacation:** An employee shall be paid vacation that the employee has accrued at the time of the layoff. (This section shall not apply to involuntary reductions of hours, ~~unless such reduction results in a regular employee becoming a short hour employee.~~)

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

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

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

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

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

**21.8 Recall from Layoff:**

**A.** The layoff list shall consist of all employees who were laid off in the bargaining unit. The order of names on the layoff list shall be such that the name of the person who was last laid off is the first on the list. When two or more persons are laid off at the same time, seniority shall determine the order on the list with the longest seniority first. If a tie exists, the date of employment shall govern the order on the layoff list. The name of employees laid off or demoted in lieu of layoff shall be placed on this list. Recall shall be in reverse order of layoff within the employee's classification and licensed specialty; the classifications are set forth in Article 3 of this Agreement, and

licensed specialties apply only to the Nurse Practitioner classification.

- B. An employee shall retain rights to recall for one year following the date of the layoff or demotion-in-lieu of layoff. When an individual is appointed from the recall list to a position in the same classification in which the person was previously employed, the individual shall be paid at the same wage step at which such employee was being paid at the time of layoff.
- C. The County shall notify an employee of recall by means of certified mail, return receipt requested. The Human Resources Division may remove the name of a person from a recall list if the laid-off employee fails to reply within fifteen (15) calendar days from the date of mailing of the notice to the laid-off employee's last known address.

~~**21.9 Working in Jail:** Since the process of determining whether an employee is qualified to work in the Jail is a time consuming one and recognizing that nurse care in the Jail is an ongoing need, the parties agree that the County may, with a nurse's written consent, initiate a background investigation on any nurse at any time in anticipation of bumping. If a nurse expresses in writing that he/she will not consent to undergo the background investigation, then the nurse has no right at any time to bump into a Jail position.~~

~~21.10~~**21.9 Grievances:** Employee grievances involving this Article may be filed at Step 2 of the grievance procedure contained in this Agreement.

## Article 22.

### DISCIPLINE AND DISCHARGE (TA 4/13/17)

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

## Article 23.

### GRIEVANCE PROCEDURE

#### **Step 1:**

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

#### **Step 2:**

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

#### **Step 3:**

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

#### **Step 4:**

If the dispute is not settled in Step 3, the Association may, within fourteen (14) calendar days of the decision in Step 3, submit in writing that the matter be submitted to an Arbitrator for determination. Such notice shall be delivered to the County Administrator.

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

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

**Article 24.**

**STRIKES AND LOCKOUTS**

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

**Article 25.**

**CELLULAR PHONES**

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

**Article 26.**

**SAVINGS CLAUSE**

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

**Article 27.**  
**JOB SHARE**

- 1) A "Job Share" shall be defined as two (2) employees occupying a regular full-time (1.0 FTE) position.
- 2) All job sharing requests must be approved in writing by the County Administrator. A job share will only be approved when it is consistent with County needs and where it can be demonstrated the functions of the shared position can be effectively performed by two (2) employees sharing a position. A decision by the County to not allow a job share for any reason shall not be subject to the grievance procedure contained in the collective bargaining agreement.
- 3) Each employee in a job share shall be required to work a total of twenty (20) hours per week in order to qualify for County insurance benefits (medical, dental, life, and disability).
- 4) An employee may only elect whether to maintain all insurance coverage or to choose no insurance coverage. Therefore, in order to have any insurance coverage, the employee must choose to maintain all insurance coverage's.
- 5) Insurance benefits for each employee choosing to maintain insurance benefits will be paid half by the County and half by the employee.
- 6) Each employee in a job share position that is otherwise eligible to accrue vacation and sick leave during a pay period will accrue vacation and sick leave at one-half (1/2) the accrual rate of a full-time employee.
- 7) Each employee in a job share position who is otherwise eligible for holiday pay and who does not work on a County-paid holiday shall receive holiday pay in the same proportion as their regular monthly schedule is to a full-time schedule. If an employee works on a County-paid holiday, the employee shall be paid at the rate of time and one-half for those hours actually worked, in addition to holiday pay.
- 8) The County reserves the right to discontinue a job share position for any reason at any time upon giving at least thirty (30) calendar days notice to the affected employees. A decision to discontinue a job share shall not be subject to the grievance procedure.
- 9) In the event a job share position should be discontinued for any reason, necessitating the layoff of an employee, such a layoff will take place under the provisions of Article 21 of the collective bargaining agreement.
- 10) Except as provided above, employees shall not be deprived of any other rights and benefits set forth in the collective bargaining agreement.

**Article 28.**  
**ASSISTANCE PROGRAM**

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

Article 29.

EFFECTIVE DATE AND DURATION

Except as otherwise specifically provided herein, this Agreement is effective on the date signed by both parties; Appendix A is attached to and made a part of this Agreement. This Agreement shall remain in full force and effect through June 30, 202017. Either party may give written notice to the other on or before January 1, 202017 of its desire to renew this Agreement or to negotiate a new Agreement.

WASHINGTON COUNTY, OREGON

OREGON NURSES ASSOCIATION

\_\_\_\_\_  
Chairman, Board of County  
~~Roberts~~ Commissioners  
Team

\_\_\_\_\_  
~~Kathy Souhrada Tera-~~  
ONA Bargaining

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
~~Sue LiongBeth Doyle~~  
ONA Bargaining Team

Date: \_\_\_\_\_

\_\_\_\_\_  
~~Tresa Cavanaugh~~  
~~Jocelyn Pitman~~

ONA Representative

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
County Counsel for Washington County, Oregon



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## APPENDIX A: HOURLY WAGE RATES

- ~~1.~~ Effective the first full pay period in July 2017 after the final execution of this Agreement through the pay period closest to June 30, 201~~8~~15, increase wage rates in effect June 30, 201~~7~~14 by a percentage equal to the percentage change in the CPI-W, West Coast (Annual Average for 201~~6~~13) with a maximum increase of 4.5% across the board. ~~(The parties agree that the CPI-W, West Coast (Annual Average) for 201~~6~~13 is 1.46%.)~~

Effective the first full pay period in July 2017 through the pay period closest to June 30, 2018, increase wage rates in effect June 30, 2017 by an additional 1.9% as a market adjustment, for a total increase of 3.5%.

~~1.~~

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

2. Effective the first full pay period in July 201~~8~~15 through the pay period closest to June 30, 201~~9~~6 increase wage rates in effect June 30, 201~~8~~5 by a percentage equal to the percentage change in the *CPI-W, West Coast* (Annual Average for 201~~7~~4) with a maximum increase of 4.5% across the board.
3. Effective the first full pay period in July 201~~9~~6 through the pay period closest to June 30, 202~~0~~17, increase wage rates in effect June 30, 201~~9~~6 by a percentage equal to the percentage change in the *CPI-W, West Coast* (Annual Average for 201~~8~~5) with a maximum increase of 4.5% across the board.



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