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AGREEMENT

BY AND BETWEEN

OREGON NURSES ASSOCIATION

AND

CLATSOP COUNTY, OREGON

July 1, 2022 through June 30, 2025

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ARTICLE 1. MANAGEMENT RIGHTS

Except as otherwise specifically limited by the terms of this Agreement, the County retains all decision-making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the County or any part of it. The County shall have no obligation to bargain with the Association with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto. The rights of nurses in the bargaining unit and the Association are limited to those specifically set forth in this Agreement, except as otherwise provided by law.

ARTICLE 2. RECOGNITION

Exclusive Bargaining Agent

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 regular, probationary and casual registered nurses whose names appear on the payroll of Clatsop County Health Department, exclusive of the Nursing Supervisor.

Section 2.1. Section Employment Definitions

- A. Regular Nurses. Nurses who have satisfactorily completed the probationary period and who are employed to fill regular authorized positions.
- B. Regular Full-Time Nurse. Nurses whose regular work schedule is the full normal work week for their department.
- C. Regular Part-Time Nurse. Nurses who work on a regular work schedule of specific hours and days of the week which is less than the full normal work week for their department.
- D. Casual Nurses. Nurses who have agreed to be available on a work-as-needed basis and are paid on an hourly rate without a regular schedule and without fringe benefits or seniority accrual. Casual nurses are not regular nurses, have no guarantee of continuation of employment, do not accrue benefits or seniority, do not serve a probationary period and may be terminated for any reason. Casual nurses work fewer than 1,040 hours in any twelve-(12)-consecutive-month period.
- E. Probationary Nurse. Nurses who are serving a probationary period of six (6) months from the date of hire. During this period, newly-hired nurses are required to demonstrate by actual performance their ability to fill the regular position to which they may be appointed.

The County may extend a nurse's probation for up to six (6) months based upon a written statement of desired improvements, with the agreement of the Association, which will not be withheld unreasonably.

F. Promotional Probationary Status. Employees promoted into another classification shall serve a probationary period of six (6) months. The Association recognizes the right of the County to demote any nurse on promotional probationary status to his or her previous position.

G. Call-Back Status. A nurse who is required to return to work after working his or her normal work shift and before beginning her next normal work shift.

H. On-Call Status. Nurses assigned to on-call status must be available by designated cell phone, provided by the County, at all times, and must respond within 30 minutes of being called. (Nurses may be called by the Department in various other situations. However, nurses who are not required to carry a designated cell phone, and who have the option of whether or not to report to work, or otherwise respond, in response to a call from the Department, shall not be considered to be in on-call status and will not be entitled to on-call pay.)

I. Anniversary Date. The date the nurse is hired as defined below, promoted or reclassified upward or downward. This is the date the nurse will be considered for a salary increase. If the actual hire date is on or before the 15th calendar day of the month, the anniversary date shall be the 1st of the month. If the actual hire date is on the 16th or after, the anniversary date shall be the 1st of the following month. The previous sentence applies also to vacation leaves, sick leaves, sick leave accumulation and termination of employment.

J. Hire Date. The date the nurse actually starts work for the County.

K. Employee. The term "nurse" and "employee" are used interchangeably with reference to bargaining unit members.

ARTICLE 3. ASSOCIATION SECURITY

Section 3.1 Dues Deduction

The County, when so authorized and directed in writing by an employee member of the Association on an authorization form approved by the County, will deduct regular Association dues from wages of the employee. Any authorization for payroll deductions of dues may be canceled by the employee upon written notice to the County and the Association prior to the 15th day of each month, to be effective on the first day of the following month. The County will not be held liable for check-off errors, and will make proper adjustments for errors as soon as practicable.

Section 3.2 Indemnification

The Association will indemnify, defend and hold the County harmless from all suits, actions, proceedings, and claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement or any combination thereof, arising from the application of this Article. In the event that any part of this Article should be declared invalid or that the monthly service fee should be ordered reimbursed to any employee, the Association and its members shall be solely responsible for such reimbursement.

Section 3.3 Information to the Association

At the time of the execution of this Agreement, the County will provide the Association with a complete list of all registered nurses, including mailing address, date of hire, job classification, and wage rate. Thereafter, within thirty (30) days of a personnel action appointing to or terminating from employment, the County will provide to the Association such information for all newly-employed registered nurses and will identify all registered nurses who have terminated employment with the County.

Section 3.4 Shop Steward

The Shop Steward shall be a County employee as selected by the Union. A list of shop stewards will be kept current and sent by the Union to each department head and to Human Resources.

Duties required by the Union of its stewards, except attendance at meetings with the County, supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee under Article 14 hereof, shall not interfere with their or other employees, regular work assignments as employees of the County.

The shop steward, or their designee, involved with a particular grievance must be identified at Step 1 of the grievance procedure and will be designated as the only bargaining unit employee who will be able to gather information pertaining to that particular grievance. The Union will make reasonable efforts to control the amount of investigative time spent between the shop steward and the aggrieved employee. Meetings scheduled with management and other proper investigative procedures, and attendance at meetings specified in Steps 1 and 2 of the grievance procedure shall be considered hours worked for compensation purposes to the extent such meetings occur during the normal hours of work, and not otherwise. In order to use union leave for this purpose, Shop Stewards must notify the supervisor/department head of meetings

and other commitments at the time these are scheduled.

Attendance at meetings specified in Step 3 of the grievance procedure shall be considered hours worked during regularly scheduled business hours of the County for the steward involved, witnesses and the grievant. The County shall not be liable for any overtime as a result of the meeting. Witnesses and the shop steward involved shall be granted leave with pay to the extent their presence at the proceedings is required. If it is a discharge case, the grievant shall not be paid except as provided in a remedy awarded.

Section 3.5 Negotiations

The negotiating team for the Union, to be comprised of no more than two (2) employees, shall be permitted to attend negotiating sessions during work hours with pay. There shall be no compensation for meetings held outside scheduled work hours of members of the bargaining team.

ARTICLE 4. HOURS OF WORK

Section 4.1 Work Week

- A. Clinic Nurses. The work week shall be thirty-seven and one-half (37.5) hours.

- B. Jail Nurses. The work week shall be thirty-seven and one-half (37.5) or forty (40) hours depending on the mutually agreed on schedule. The schedule will consist of an 8, 9, 10, 11, or 12 hour schedule or any other schedule mutually agreed to by the Sheriff's Office and Jail Nurses using a forty (40)-hour FLSA overtime threshold. Full-time nurses will be paid for one hundred and seventy-three and one-third (173.33) hours per month (for those working a 40-hour schedule) or one hundred and sixty-two and one-half (162.5) hours per month (for those working a 37.5-hour schedule). Part-time nurses will be paid based on the number of hours actually worked.

The County, depending on the agreed on schedule, shall have the discretion to schedule full-time jail nurses additional hours to meet the 173.33 monthly threshold or provide compensatory time for hours worked in excess of 173.33 hours. However, no nurse will be required to work more than five (5) consecutive calendar days.

Section 4.2 Workday

- A. Clinic Nurses. The regular hours of work will be determined by the agreed on schedule, except as arranged between the nurse and Nursing Supervisor. (The parties agree

that nurses may not be moved to a different schedule without the nurse's consent.) A one-(1)-hour uninterrupted meal period shall be scheduled by the supervising nurse and, to the extent consistent with the operating requirements of the department, shall be scheduled in the middle of the workday.

B. Jail Nurses. The regular work hours will be determined by the agreed on schedule, except as arranged between the nurse and the division head or designee. On any shift of six (6) hours or more, a one-(1)-hour uninterrupted meal period shall be scheduled by the division head or designee and, to the extent consistent with the operating requirements of the department, shall be scheduled in the middle of the workday.

Section 4.3 Clinic Schedules

Whenever possible, clinic schedules shall be posted on the bulletin boards or electronically at least two (2) weeks in advance by the Nursing Supervisor.

The County will ensure that nurses receive adequate cross training and orientation, as determined by the Department Head, prior to assigning nurses to work outside of their regular position.

Section 4.4 Rest Periods

An uninterrupted rest period of fifteen (15) minutes shall be permitted for all nurses for every four hours of work or majority part thereof. (i.e., nurses working a seven and one-half (7.5)-hour or nine and three-eighths (9.375)-hour shift will receive two breaks, while nurses working an eleven (11)-hour shift shall receive three (3) breaks.

Section 4.5 Flex Time

The County may adjust hours of work by mutual agreement and due to operational need by moving the beginning and ending time of an employee's usual shift. If an employee works in excess of the regularly-scheduled hours of work on a particular day within the work week, with mutual agreement by the employee and the County, hours of work on another day within seven (7) days of its accrual may be reduced by like amount in lieu of the payment of overtime. The County may flex a nurse's work schedule by mutual agreement when services are required on a weekend by adjusting hours of work during the work week.

Section 4.6 Weekend Hours

No clinic nurse may be required to work more than two weekend shifts in any calendar month except in the event of a County or State declared public health emergency.

Section 4.7 Return to Forty-Hour WorkWeek

The County may require nurses working a 37.5-hour workweek to return to a 40-hour workweek by providing at least thirty (30) days' advance written notice to the Union

ARTICLE 5. HOLIDAYS

Section 5.1 Holidays

The following holidays shall be recognized and observed as guaranteed paid

holidays:

New Year's Day	January 1
Dr. Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day*	Fourth Thursday in November
Personal Day	Friday following Thanksgiving
½ Personal Day**	Day before Christmas Holiday
Christmas Day	December 25
Personal Day***	Two (2) per fiscal year

* Four (4) -day weekends for Thanksgiving

** One-half day off (after noon) on day preceding Christmas Holiday

*** These two (2) paid days off per fiscal year requested on a date specified by the employee and scheduled with the consent of the supervisor or Department Head, which consent shall not be unreasonably withheld. If not taken within the year earned, personal days are lost, except that if personal days are scheduled and not taken at the County's request, the employee shall have an additional six (6) days to use the personal days. Personal days not taken before an employee's termination date are not compensable. Personal holidays will be credited to each regular and probationary employee on July 1 of each year based on the length of employment in the prior fiscal year as follows: more than nine (9) months – two (2) days; three to nine (3-9) months – one (1) day; less than three (3) months – zero (0) days.

Any other holiday declared by the President of the United States or Governor of Oregon shall be observed on the first occurrence of that holiday during the term of this contract. Subsequent occurrences shall not be observed except by mutual agreement.

Section 5.2 Eligible Nurses

Each regular full-time nurse or regular part-time nurse who has completed one (1) week continuous employment, who is regularly scheduled to work at least fifteen (15) hours per week and who worked his or her last regularly-scheduled day before and his or her first regularly-scheduled day after any of the above holidays shall be eligible for holiday pay. Eligible regular part-time nurses regardless of their daily schedule will receive prorated holiday time off based on the full-time equivalent (FTE) assigned to the nurse on the nurse's personnel action form. This time must be taken on the employee's regular workday closest to the holiday or as determined by the nurse and Nursing Supervisor based on departmental needs within thirty (30) days of its occurrence. However, a nurse's failure to work on the prior or next following scheduled workday shall be excused if due to one of the following reasons:

- Jury service
- Scheduled vacation
- Scheduled compensatory time off
- Bona fide injury or illness for which he or she qualified for sick pay
- Any other verified reason excused by the Department Head

Section 5.3 Holiday During Leave

Should a nurse be on authorized leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

Section 5.4 Holiday Work

If a nurse works on any holiday listed above, he or she shall, in addition to paid holiday time off, receive compensation at the rate of one and one-half (1.5) times his or her regular rate of pay for all hours worked. For work on a holiday, nurses shall be guaranteed a minimum of four (4) hours' compensation at the rate of one and one-half (1.5) times their regular rate of pay regardless of actual hours worked. This compensation may be collected either in pay or compensatory time off at the nurse's option and within the fiscal limitations of the department and the compensatory time off accrual limit.

Section 5.5 Weekend Holidays

Clinic Nurses/Nurses who do not work weekends: Whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as a paid holiday, and whenever a holiday falls on a Saturday, the preceding Friday shall be observed as a paid holiday.

Jail Nurses/Nurses who work at 24/7 facilities: The actual holiday will be the observed paid holiday.

ARTICLE 6. SICK LEAVE

Section 6.1 Attendance

The parties agree that the ability to attend work on a regular and reliable basis is a job requirement. The County may expect that each employee will be available for and attend work consistently.

Section 6.2 Sick Leave Accrual

Sick leave shall be earned by each regular full-time nurse at the rate of seven and one-half hours for each full calendar month of service for employees working a 37.5-hour work week and eight (8) hours for each full calendar month of service for employees working a 40-hour workweek. Regular part-time nurses who work at least fifteen (15) hours or more per week shall accumulate monthly sick leave credit in direct proportion to the number of hours actually paid as reflected on the time records during the month. In no event shall a nurse accrue more than the full-time benefit.

In the event of absence from employment for more than three (3) consecutive work days or in cases of suspected sick leave abuse, the nurse may be required to submit a doctor's report to justify the absence or obtain a clearance from the County Health Department as directed by the Department Head, Nursing Supervisor or designee. Failure to comply, except under extenuating circumstances, may be cause for loss of sick leave pay for the period of absence, or dismissal.

Section 6.3 Sick Leave Conversion

Based on accrual as of July 1 of each fiscal year, employees shall be allowed to convert sick leave accordingly:

A. When a nurse has accrued one hundred fifty (150) hours of sick leave, he or she may convert one (1) accrued sick leave day to one (1) additional personal holiday each fiscal year.

B. When a nurse has accrued three hundred sixty (360) hours of sick leave, he or

she may convert two (2) accrued sick leave days to two (2) additional personal holidays each fiscal year.

C. If a nurse has a vacation balance in excess of the maximum per article 7.1, sick leave conversion is not allowed.

Section 6.4 Sick Leave Use

A. Nurses may utilize their allowance of sick leave when unable to perform their work duties by reason of illness, injury, need for medical or dental care or exposure to contagious disease if other nurses or members of the public would be endangered by attendance of the nurse. Nurses may also utilize accrued sick leave for any reasons specified by state or federal law.

Section 6.5 Sick Leave Notification

Sick leave is provided by the County in the nature of insurance against loss of income due to illness. No compensation for accrued sick leave shall be allowed for any nurse when he or she is separated from the County service. Sick leave shall not accrue during any period of leave of absence without pay. In order to qualify for sick leave, the nurse shall advise the Department Head, Nursing Supervisor or designee, whenever possible, prior to the start of the working day or no later than one-half hour into his or her shift of the intent to be absent due to illness. In case of continuing illness, the nurse shall notify his or her supervisor daily of his or her ability to work, unless a different reporting schedule is agreed upon for absences of anticipated long duration.

Section 6.6 Early Use of Sick Leave

Due to occupational exposure to communicable diseases, new nurses shall be allowed to use up to five (5) days of their first year's sick leave immediately upon employment. Nurses are encouraged to file a Workers' Compensation claim if an illness is determined to be job-related. If the nurse terminates prior to accruing sick leave to cover sick leave used early under this section, the County shall be reimbursed by a deduction from the final settlement check or by personal reimbursement by the nurse if the final check is insufficient to cover reimbursement.

Section 6.7 Public Employees Retirement System Credit

The County shall provide for a Public Employees Retirement System credit for allowable sick leave upon retirement.

ARTICLE 7. VACATION LEAVE

Section 7.1 Accrual and Allowance

A. Regular full-time employees shall accrue vacation time on a monthly basis in accordance with the following schedule. The accrual schedule shall continue during the term of the contract:

One (1) through four (4) years	1 working day per month/.04615 hours per hour worked
After four (4) years	1.25 working days per month/.05769 hours per hour worked
After nine (9) years	1.58 working days per month/.07292 hours per hour worked
After fourteen (14) years	1.75 working days per month/.08077 hours per hour worked
After nineteen (19) years	2 working days per month/.09231 hours per hour worked
After twenty-four (24) years	20 hours per month/.11538 hours per hour worked

For the purposes of this Article, "hours worked" is defined as hours in "paid status." In no event may a nurse accrue more than a full-time benefit.

Nurses can use only what has been accrued through the end of the month prior to the month when vacation is taken. The maximum accrual of vacation leave shall be three hundred and twenty-four (324) hours.

If a nurse is hired before the 16th calendar day of the month, he or she will accrue vacation from the first of the month. If a nurse is hired on or after the 16th calendar day of the month, accrual of vacation leave begins the first day of the following month. Six (6) months of continuous service is based on the month in which accrual begins.

B. Regular part-time nurses shall accrue prorated vacation leave based on hours actually paid as reflected on the time records, equal to or in excess of fifteen (15) hours per week. In no event may a nurse accrue more than the full-time benefit.

C. Employees who are off work on extended leave without pay and benefits for thirty (30) days or more shall not earn vacation under this Article.

Section 7.2 Continuous Service

Continuous service for benefits accrual shall be defined as service unbroken by separation from the County. Leave resulting from a job-incurred injury, maternity leave, parental leave, military leave, or authorized paid educational leave shall be included as continuous service. Time spent on other types of authorized unpaid leave will not count as part of

continuous service. Nurses returning from such unpaid leave or nurses who were laid off shall be entitled to credit for service prior to the leave.

Section 7.3 Vacation Pay

The rate of vacation pay shall be the nurse's regular straight-time rate of pay in effect for the nurse's regular job on the payday immediately preceding the nurse's vacation.

Section 7.4 Scheduling Vacation

Nurses shall be permitted to request specified dates for vacation periods. Vacations shall be approved by the supervisor based upon the supervisor's judgment as to the operational needs and workload of the department. Employees who compete for the same vacation period based on seniority have the right to elect vacation based on seniority once per year.

Section 7.5 Vacation Pay-Off

Accumulated vacation time off will be paid as of the last day actually worked. Fringe benefits will also terminate as of the last day worked.

ARTICLE 8. OTHER LEAVES

Section 8.1 Application for Leave

Any request for a leave shall be submitted in writing by the nurse to a member of the management team. The request should state the reason the leave of absence is being requested and the approximate length of time off the nurse desires.

When granted, authorization for leave shall be furnished to the nurse by a member of the management team in writing. Any request for leave shall be answered promptly. Requests for immediate leave, such as family illness or bereavement, shall be answered before the end of the day on which the request is submitted. All other requests shall be answered within ten (10) days.

Nurses shall return to a position in the same classification with the same status if on an approved leave of ninety (90) days or less.

Section 8.2 Court/Jury Leaves

A regular nurse shall be granted paid leave for:

A. Service With a Jury: The employee shall pay the County any compensation paid on account of serving on jury duty. Nurses released from jury duty shall return to work and complete their normal shift.

Appearance before a court, legislative committee, judicial body or quasi-judicial body as a witness in connection with a nurse's officially-assigned duties in response to a subpoena or

other direction by proper authority, shall be paid provided that the employee shall pay the County any compensation received as a witness fee. Such paid leave shall include the time required going to and from the court.

Section 8.3 Military Leave

Leave shall be granted to regular employees in accordance with state and federal law, and in accordance with the County's military leave policy.

Section 8.4 Peace Corps and Humanitarian Relief

Leave of absence of a nurse to serve in the Peace Corps shall be granted in accordance with Oregon Revised Statutes. A leave of absence not to exceed ten (10) working days in a rolling twelve-(12)-month period may be granted to a nurse to serve with a humanitarian relief organization such as Medical Teams International. Humanitarian relief leave must be pre-approved by the Department Head and the County Manager, and will not be granted if it interferes with the County's operational needs. During humanitarian relief leave, a nurse may use accrued vacation or may take the leave without pay.

Section 8.5 Leave of Absence Without Pay

In instances where the work will not be seriously handicapped because of the temporary absence of a regular nurse, the Department Head may grant a leave of absence without pay not to exceed ninety (90) calendar days. Leaves of absence without pay in excess of ninety (90) days must be approved by the County Manager. Requests for such leave must be in writing and must establish a reasonable justification for approval. Any leave of absence in excess of ninety (90) days will be without health and welfare benefits, except as continued by the employee in accordance with COBRA.

Any regular nurse who has been granted an unpaid leave of absence under this section and who for any reason fails to return to work at the expiration of the unpaid leave shall be considered as having resigned the position, unless the nurse, prior to the expiration of the leave, has furnished evidence acceptable to the County that the nurse is unable to return to work by reason of sickness or physical disability, and the leave is extended by the County.

Section 8.6 Outside Employment

No full-time nurses shall accept outside employment, whether part-time, temporary or regular, without prior written approval from the Department Head. Each change in outside employment shall require separate approval, which shall not be withheld unreasonably.

Section 8.7 Family and Medical Leave (FMLA/OFLA)

A. The County shall provide eligible employees with up to twelve (12) weeks (or maximum required by law) of leave in a rolling twelve-(12)-month period for family or medical leave. Family and medical leave may be taken for the following reasons:

- i. Following the birth or adoption and custody of a child (hereinafter called "parental leave");
- ii. To care for a family member, as defined by state or federal law (currently spouse, parent, same sex domestic partner, parent-in-law, child or parent of same sex domestic partner, minor child or adult child with disability, grandchild or grandparent), with a serious health condition;
- iii. For the employee's own serious health condition; or
- iv. To provide home care for a sick child who does not have a serious health condition, as defined by OFLA.

B. Employees on FMLA/OFLA leave shall use accrued leave banks in the following order:

- i. Sick Leave
- ii. Personal Leave
- iii. Compensatory Leave
- iv. Vacation Leave

C. Once an employee has exhausted all accrued paid leaves, the balance of FMLA leave shall be without pay, and after ninety (90) days of unpaid leave it shall be without paid health and welfare benefits, except as continued by the employee in accordance with COBRA.

D. All leave taken for an FMLA- or OFLA-covered reason, whether it is paid or unpaid, shall run concurrently with FMLA/OFLA leave and shall count against the employee's FMLA/OFLA leave entitlement.

E. All requests must be in writing on a "Family and Medical Leave" form as soon as practical after the necessity for the leave becomes known to the employee and must state the reason for the medical leave of absence, the relationship of the employee to the person needing care, if applicable, the health condition of the employee or family member necessitating leave, the anticipated length of the leave, and the availability of other family members to care for the family member needing care, if applicable. Employees must also specify the dates on which the employee first learned of the serious health condition. In cases where a serious health condition is anticipated, the notice shall be provided at least fifteen (15) days before the family and

medical leave of absence. Where the serious health condition is unanticipated, an oral request confirmed in writing within three (3) working days constitutes a written request.

F. Written verification may be required from the treating physician to substantiate leave taken under this policy. If the leave is taken to care for a child requiring home care, physician verification will not be required unless the leave extends four (4) consecutive working days.

G. Employees will be notified in writing that the medical leave has been approved for the necessary period. Additional time, if necessary, must be requested in advance in writing as provided above, but in no case will cumulative family and medical leave exceed twelve weeks within a rolling twelve-(12)-month period, except as otherwise provided by law

H. Nurses shall be reinstated following leave in accordance with Article 8, section 8.1 of this Agreement.

Section 8.8 Education Leave

After completing five (5) years of continuous service, a full-time nurse may, upon written request, be granted a leave of absence without pay or benefits by the Department Head except as provided in section 8.6 of this Article for the purpose of upgrading his or her professional ability through enrollment in educational courses at an accredited school. A nurse who takes an education leave of three (3) months or less may have their benefits continued during the period of the leave in which they utilize accrued paid leave. The period of such leave of absence shall not exceed one (1) year but may be renewed or extended upon the request of the nurse. A one-(1)-year leave of absence with requested extensions for educational purposes may not be provided more than once in any five-(5)-year period.

Section 8.9 Continuing Education

A. Voluntary Professional Development. Regular nurses shall be granted leaves of absence with or without pay for educational purposes for reasonable lengths of time to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the nurse's skill or professional ability, provided, however, that Department Head approval is required and will be based on departmental needs.

The County agrees to allow a regular nurse to take classes during the regular work week which are related to his or her position and which will result in professional improvement, provided, however, that Department Head approval is required and will be based on departmental needs.

Each full-time nurse will be entitled to twenty-four (24) hours of paid educational

leave annually (sixteen (16) hours for part-time nurses) for educational opportunities related to the nurse's career in nursing. Approvals will be based on the ability of Public Health to maintain adequate staffing for continuity of operations. The County will make a good faith effort to find replacement nurses (i.e., casual nurses) for educational leaves. Requests for continuing education leave under this Section 8.9 will not be unreasonably denied.

Each full-time nurse will be entitled to up to fifteen hundred dollars (\$1,500.00) annually (\$950 for part-time nurses) for registration fees, materials, and travel expenses related to educational leave approved by the Department Head.

The County will pay for the nurses' license renewal every two years.

B. Mandatory Training. The County will pay a nurse's wages for all hours spent in training or acquiring certifications required by the County, State or Federal government, or when such pay has been approved by the County in advance. Whether or not training time counts as "hours worked" for purposes of overtime will be determined in accordance with applicable law. Expenses for mandatory training including tuition, books, manuals, tapes, other training aids, or travel related to such training shall also be paid by the County.

Section 8.10 Bereavement Leave

In the event of the death of a family member, a full-time or part-time employee may be granted up to five (5) days' leave of absence with full pay to make household arrangements and to arrange for and to attend funeral services. Under such circumstances the family is defined as spouse, same sex or opposite sex domestic partner, parent, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster children, step children, aunt and uncle. Bereavement leave will also be granted for others in the immediate family living in the employee's household and may be granted for relationships other than what is listed above with prior approval from the County manager. Employees may request additional leave if necessary, without pay or as vacation. Bereavement leave will run concurrently with leave granted under the Oregon Family Leave Act (OFLA).

Section 8.11 Workload Increase

No nurse shall suffer a significant increase in workload as a result of the granting of any unpaid leave of absence.

ARTICLE 9. HEALTH AND WELFARE

Section 9.1 Health Exams

If health examinations are required for the nurse's continued employment, the County

shall arrange it so that such health examination may be obtained without cost to the nurse.

Section 9.2 Medical, Vision, and Dental Insurance

The County and regular nurses will continue to share in the cost of medical, dental and vision insurance coverage. In subsequent years of this Agreement, the County and each regular nurse covered by this Agreement shall pay in accordance with caps adjusted in accordance with this Agreement.

For the duration of this Agreement, the County will contribute for each full-time and part time, regular and probationary employee covered by this Agreement toward the cost of premiums ninety percent (90%) of the full premium for the medical/vision plan offered by the County, and the employee shall pay the other ten percent (10%) plus one hundred percent (100%) of the cost in excess of the cap hereinafter provided for.

Through December 31, 2022, employees shall be enrolled in the tier of benefit elected by the employee in the CIS Plan HDHP-1 w/HSA or CIS Co-Pay Plan D and the VSP-1 vision plan (12/12/24), and Moda Delta Dental Plan 3. Effective January 1, 2023, employees shall be enrolled in the tier of benefit elected by the employee in the CIS HDHP-4 including Rx-prescription and VSP-A vision plan (12/12/24) with an HSA, and in Moda Dental Plan 3 or CIS Co-Pay Plan H including Rx-prescription and VSP-A vision plan (12/12/24), and Moda Dental Plan 3.

The HSA provided to employees under this plan shall be \$1,100 per year for the Employee only coverage and \$2,200 per year for Employee plus dependents (any tier). If the County favorably adjusts the HSA contribution for one employee group in any benefit year during the period of this collective bargaining Agreement, then the County shall adjust the Nurses' HSA contribution to match the other employee groups' HSA contribution accordingly.

For 2023, 2024, and 2025, the County will make the HSA contribution for the entire year during January of each year.

Section 9.3 Insurance Cap

The County's contribution for the total cost of health insurance provided in section 9.3 above (excluding the HSA) shall be capped at the amounts set forth in the County's 2022 Benefits Cost Share sheet for HDHP-4, which amounts shall be increased each year by fifteen percent (15%) over the prior year cap during the term of this Agreement.

*Domestic partner coverage will be provided to the extent available under the County's insurer's policy.

If the County favorably adjusts the insurance caps for one employee group in any benefit

year during the period of this collective bargaining Agreement, then the County shall adjust the Nurses' insurance caps to match the other employee groups' insurance caps accordingly.

Section 9.4 Part-Time Employees

The County will contribute pro rata based upon the FTE assigned to the nurse on the nurse's personnel action form toward such coverage for part-time regular employees whose regular hours of work are twenty (20) or more hours per week. The pro-rata contribution will be for both the employee's insurance premium and the HSA contribution.

Section 9.5 Maintenance and Redesign

The County will provide medical, dental and vision coverage that is the same as or substantially similar on the whole to that in effect as of January 1, 2022, unless the carrier in its sole discretion changes the plan benefits during the term of this Agreement or withdraws the plan from options available to the County, or if premium increases make it impracticable to continue such plans given the agreed-upon caps. If either of these events occurs, the County and the Union shall meet to discuss and cooperatively resolve the situation based on the choices that are available to the parties.

Section 9.6 Life Insurance

The County agrees to provide each regular nurse working twenty (20) hours or more with term life insurance in the amount of \$40,000. If the County increases the amount of life insurance during the term of this Agreement for other employees of the County excepting the Sheriff bargaining unit, it shall provide the same benefit to the nurses.

Section 9.7 Long-Term Disability

The County agrees to continue to provide long-term disability coverage for each full-time regular, part-time regular, and probationary nurse covered by this Agreement.

Section 9.8 Workers' Compensation

A. The County shall cover the employees against occupational injury in accordance with the Oregon Revised Statutes during the term of this Agreement.

B. Wages for a period of sick leave covered by Workers' Compensation shall be equal to the difference between the Workers' Compensation for the lost time and the employee's regular gross pay, net after taxes. For that portion paid by the County, prorated charges will be made as follows:

- i. Against accrued sick leave at the option of the nurse.
- ii. Against accrued compensatory time and vacation leave at the option of the

- nurse, until depleted.
- iii. The nurse will be placed on leave-without-pay status at the nurse's election or when leave balances are exhausted. The County may require the nurse to return to work in any position for which the nurse is physically, medically or otherwise qualified during the recovery period. The employee's failure to return to such work disqualifies the employee from payment under this section.
 - iv. Upon acceptance of his or her claim by the County's Workers' Compensation carrier, sick leave or any other accrued leave shall be restored where used for any days absent from work, up to a maximum of three (3) working days for which time loss has not been paid.

Section 9.9 Safety Committee Representative

A registered nurse will be selected by the Association bargaining unit to serve on the Safety Committee. Meeting times shall be compensated by the County at the nurse's regular rate of pay.

ARTICLE 10. COMPENSATION

Section 10.1 Wages

A. Wage Rates. The wage schedule for the term of this Agreement shall be as set forth in Appendix A, which by this reference is incorporated herein. Effective July 1, 2022 and each July 1 thereafter during the term of the Agreement, employee wages shall be adjusted not less than 2.5% nor more than 4.5% based upon the change in the West Region CPI-U for the period May to May. In addition, wages will be increased by an additional one and one-half percent (1.5%) effective July 1, 2022.

B. Pay. The salaries and wages of the nurses shall be paid monthly. The monthly payment shall be on the last working day on or before the 5th of the month following the month worked. In the event that the normally scheduled payday is a holiday, the preceding workday shall be the payday.

C. Reporting Pay. Regular nurses reporting to work when directed by the County, but not put to work through no fault of their own, shall receive a minimum of four (4) hours' pay at the applicable straight-time rate, unless notified prior to reporting that their services are not required. The provisions of this section shall not apply if failure to provide work is due to a condition beyond the County's control.

D. Casual Nurse Pay Differential. In lieu of fringe benefits, casual nurses shall be

paid a differential of eight percent (8%) above the appropriate step determined in accordance with this Article.

Section 10.2 Public Employees Retirement System

The County will pay the employer contribution to PERS or PERS-substitute as dictated by the PERS Board or the legislature in accordance with the rules and regulations of the PERS Board. The County shall continue to assume, pick up and pay a six percent (6%) employee contribution to the PERS Fund or PERS-substitute as dictated by the PERS Board or the legislature for the employee members participating in the PERS Fund. The County agrees to reopen contract negotiations if any action relating to PERS results in substantial changes to the nurses' contract with the County.

Section 10.3 Promotion and Movement Between Classifications

A nurse promoted to a higher classification (for example, from PHN I to PHN II) shall be paid at the step in range which is at least five percent (5%) higher than the pay received in the lower classification. The date of such promotion or reclassification shall establish a new anniversary date for future wage increases

A nurse classified as PHN I can request that his or her job duties/certifications be reviewed to see if it is appropriate to move to a PHN II position. If the nurse demonstrates to the County that the nurse has met the qualifications of the PHN II position, and/or is performing the duties of a PHN II position, the nurse shall be moved to a PHN II, as described in the job description. Such classification reviews may be requested only once per year.

The County shall determine how many PHN III positions it needs and shall post any PHN III positions that become available, in accordance with Article 15, section 15.9 of this Agreement. PHN III positions shall be awarded to the most qualified applicant, whether from inside or outside, based on qualifications, skills and abilities, as determined by the County. If the qualifications, skills and abilities of two or more applicants are determined by the County to be equal, seniority will be the tie-breaker. If a PHN II believes he or she is performing the duties of a PHN III on a consistent basis, he or she may request that the County review his or her position in accordance with County Personnel Policies, Section 4.2.

Section 10.4 Overtime

It is understood that nurses are responsible for reasonable overtime at the discretion of the Department Head.

A. Clinic Nurses. Clinic nurses shall be compensated at the rate of time and one-half for hours worked in excess of thirty-seven and one-half (37.5) hours per week and full-time

clinic nurses shall be compensated for hours worked in excess of the number of hours scheduled in their work day (but there shall be no pyramiding of overtime). The workweek is defined as beginning at 12:00 a.m. Sunday and ending at 11:59 p.m. the subsequent Saturday.

B. Jail Nurses. Jail nurses will be compensated at the rate of time and one-half for hours for all hours worked in excess of forty (40) hours in the work week and full-time jail nurses shall be compensated for hours worked in excess of the number of hours scheduled in their work day (but there shall be no pyramiding of overtime). The workweek is defined as beginning at 12:00 a.m. Sunday and ending at 11:59 p.m. the subsequent Saturday.

C. Comp Time Option. Compensation for authorized overtime and holiday work shall be paid at the appropriate rate of pay or, at the nurse's option and with Department Head approval, may be paid in the form of compensatory time off. Such approval shall not be unreasonably withheld. Compensatory time off shall be scheduled by agreement between the Department Head, Nursing Supervisor and the employee involved as soon as is mutually convenient following the date on which the authorized overtime work giving rise to the compensatory time is accrued. Compensatory time shall not be accrued in excess of forty (40) hours for Jail Nurses and thirty-seven and one-half (37.5) hours for Clinic Nurses.

Compensatory time shall be paid off under any of the following circumstances:

1. Employee transfers between departments;
2. End of fiscal year, unless dates to use accrued and unpaid compensatory time off are fixed and agreed upon in advance of June 30; and
3. Upon termination.

Employees are encouraged to take compensatory time off within the month it is accrued.

Section 10.5 Wage Plan

A. Classification. Each nursing position of the County has been placed within the classification system, which consists of the "job class title" and corresponding range for each class title.

B. Pay Schedule. Each position is assigned a "range" and each range has five steps. These steps are designated as Step "A," Step "B," Step "C," Step "D," and Step "E," respectively. Each step is computed at five percent (5%) increments from the "A" Step. The range and step plan is set forth as Appendix A (attached).

C. Initial Placement Upon Hire. All new regular nurses shall start at Step "A" of the range designated for the job class title for which they are employed, provided, however, that the County may start an employee at a higher step if the County determines that to do so is warranted by qualifications, pay equity, or the need to attract a particular, well-qualified

applicant.

Progression to each higher step shall be granted on the basis of longevity and satisfactory performance. Less than satisfactory performance must be documented by the Department Head or designee in writing and provided to the employee in duplicate. The nurse or nurse representative may appeal a decision not to grant a step increase in writing to a review committee consisting of the Union Representative, the County's Human Resources Director or designee, and a third party mutually agreed upon by the two. Notice of such appeal shall be sent to the Human Resources Director or designee and Union Representative within thirty (30) days of the denial of the step increase. The Human Resources Director or designee, Union Representative and the third party of their choosing shall meet within fifteen (15) working days to resolve the issue. Their decision shall be reduced to writing, shall be placed in the employee's personnel file, and shall be final and binding upon all parties and is not subject to appeal under the Article relating to settlement of disputes.

Eligibility for step increases shall occur on the anniversary date of employment in the specific position. Subject to the above qualifications, the nurse at Step "A" shall move to Step "B" at the end of six (6) months and advances to successive steps twelve (12) months following date of last step advancement unless performance is not satisfactory. In the event a nurse is hired at other than step "A," she shall move to the next step at the conclusion of twelve (12) months, and at twelve (12) month intervals thereafter through Step "E." Once a nurse reaches Step "E" there shall be no further movement nor increases other than annual salary adjustments while employed in the specific job class title.

Casual nurses shall receive a step increase from Step "A" to "B" after twelve (12) months of casual employment and at least four hundred fifty 450 hours of work; casual nurses shall advance to higher steps after twelve (12) months from the last step increase and at least nine hundred (900) additional hours worked.

D. When any new position is established, the County shall designate a job classification and wage structure for the position. In such event, the Association may bargain over the wage.

Section 10.6 Out-of-Class Pay

Nurses who are assigned in writing duties of a higher class for a period of five (5) working days or longer shall be paid a ten percent (10%) differential for all time worked in the higher classification.

Section 10.7 Mileage Allowance

A nurse authorized and required by the County to use his or her private automobile for official County business shall be reimbursed at the current IRS rate per mile. Should the County Manager unilaterally increase the mileage rate allowance for any elected official or other County employee during the term of this Agreement, such increase shall be considered to amend this contract to increase the mileage allowance provided for in this section to the same rate. The County will continue to provide County cars for nurses' use to the extent of budgetary limitations.

Section 10.8 On-Call Status and Pay

Nurses may be required to take on-call during the time periods between 5:00 p.m. to 8:00 a.m. on a weekday or between 5:00 p.m. Friday to 8:00 a.m. Monday on a weekend. However, no nurse shall be scheduled for more than one hundred twenty-eight (128) hours on-call over a two-(2)-calendar-month period. Nurses shall not be considered to be in on-call status unless specifically designated by the department head or designee at least two (2) weeks in advance or by mutual agreement. The mere provision of a cell phone or other communications device shall not be considered as a designation to be on-call. Nurses shall be paid \$3.25 for each hour on-call. In addition, any work performed on behalf of the County during on-call hours shall be paid at time and one-half the nurse's step rate. All work shall be paid and shall be paid at a minimum of one hour at the time-and-one-half rate.

Section 10.9 Call-Back

Any regular employee who is requested to work outside the set hours of work shall receive a minimum of four (4) hours of pay at the overtime rate of pay if not continuous with his or her regular work shift.

The County and the nurse may mutually agree to flex the nurse's call back work hours within any work week in order to grant time off in lieu of call-back compensation.

If the matter can be resolved by a phone call, telephonic work while off-duty shall be paid at the overtime rate for a minimum of fifteen (15) minutes and with rounding to the nearest fifteen (15) minute increment.

Section 10.10 Weekend Differential

Clinic Nurses who work during the time period between 12:01 a.m. on Saturday and 12 midnight on Sunday shall be paid a differential of \$1.50 per hour for all time worked. The foregoing weekend differential shall not apply to any time for which the nurse is paid overtime. The weekend differential is not applicable to jail nurses.

ARTICLE 11. DISCIPLINE AND DISCHARGE

Section 11.1 Purpose

In order to protect the rights of employees covered by this labor agreement, it is the policy of the County to thoroughly investigate complaints alleging misconduct, lack of performance, or improper performance by any employee. At the conclusion of any inquiry, appropriate action will be taken. Discipline of an employee is just one of a number of alternatives which may be appropriate.

Section 11.2 Application

Casual and newly hired probationary nurses serve at the pleasure of the County. Regular nurses may be disciplined or discharged only for just cause. Disciplinary action may be imposed upon any nurse failing to fulfill his or her responsibilities as a nurse of the County or for engaging in conduct, which interferes with the performance of the County functions. Employees are expected to follow all County rules and policies, and to perform their duties in a competent manner.

Section 11.3 Employee-Supervisor Meetings

An employee's immediate supervisor shall be encouraged to meet with an employee to informally discuss work performance or conduct of an employee, which in the opinion of the supervisor requires improvement or correction. Meetings for this purpose are not considered disciplinary.

In such meetings, supervisors will take reasonable steps to point out specific areas that require improvement and possible methods for resolution of such deficiencies. Such meetings are intended to assist the employee in developing improved employment skills, job performance and/or job modification, and shall be considered non-punitive. Such meetings are not subject to the grievance procedures.

Such meetings shall be in private with the employee, the immediate supervisor and Shop Steward or Union Representative provided the employee requests their presence and such presence will not create an unreasonable delay.

The County shall advise a regular nurse of their right to union representation in advance if it is known a meeting may result in disciplinary action. If it is not known in advance of the meeting, the County will so advise a nurse as soon as such determination is made.

Section 11.4 Counseling

Corrective actions such as counseling memos, verbal warnings (which may be

documented), and training are not considered formal discipline and may not be challenged through the grievance process. A form of corrective action shall take place before formal discipline, except in cases of serious misconduct. These forms of corrective action will be clearly labeled and maintained in a supervisor's notebook or file and will not be used as the basis for future discipline. The employee may provide a written rebuttal and the response should be included with the counseling memo or documented verbal warning.

Nothing in this Article shall be construed to prevent or prohibit a Department Head or supervisor from discussing operational matters informally with employees. Progressive corrective action meetings shall be in private with the employee, the immediate supervisor, and Steward or Union representative provided the employee requests their presence and such presence will not create an unreasonable delay

Training and Counseling memoranda shall be removed from the Supervisor Notebook one year after date of issuance or the next evaluation whichever occurs last.

Section 11.5 Progressive Discipline

If the County has cause to discipline or discharge a nurse, it shall be done in a manner which will not embarrass the employee before other employees or the public. All discipline will be used in a progressive manner to correct employee performance. While it is agreed that steps of discipline may be skipped in cases of egregious conduct or performance, the normal progressive discipline actions shall include:

- A. Written Reprimand;
- B. Suspension without pay of no more than three (3) shifts;
- C. Demotion of one pay step;
- D. Dismissal.

Whenever a Written Reprimand is issued to a nurse, a copy of that Written Reprimand will be provided to the nurse and a copy placed in the nurse's personnel file, with or without approval. The nurse shall be allowed the opportunity to submit a rebuttal concerning adverse matters, which shall be entered into the personnel file.

The Association shall have the right to take up a suspension, demotion, and/or dismissal as a grievance at Step 3 of the Grievance Procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

Section 11.6 Appeal of Disciplinary Action

Employees who have completed their initial probationary period shall have the right to appeal disciplinary action through Article 15, Settlement of Disputes. Disputes involving

discipline imposed by the immediate supervisor shall begin at Step 2 – Division or Department Head.

Section 11.7 Due Process Procedures

Due process is not a factor when considering actions except economic discipline.

A. Administrative Suspensions With Pay. Suspension with pay may be taken administratively and not as discipline whenever the circumstances warrant, for example, when a member is involved in a traumatic incident, or is suspected of misconduct, which warrants discharge or relief from duty. Under such circumstances, a member may be suspended with pay for the member's welfare, or until sufficient facts have been obtained in order to provide written notice and schedule an informal meeting between the person who has authority to investigate further or impose discipline. After the meeting and depending upon the outcome, it may be appropriate to change the suspension to one without pay if the facts warrant such action, or to restore the member to duty status.

B. Investigatory Procedure. Prior to conducting an investigatory interview, the County shall give advance notice and advise the employee of their right to union representation. The written notice shall include the charges or allegations that may subject the employee to discipline. If the immediate supervisor or investigator was a witness to the conduct or action, another supervisor or investigator may be assigned to investigate in order to provide an unbiased, impartial, or fair investigation. Investigatory interviews shall be in private with the employee, the supervisor/investigator and Association Representative provided the employee requests their presence and such presence will not create an unreasonable delay. The interview may be audio recorded upon mutual agreement with the Association with a copy of the recording provided to the Association. At this stage, the employee shall be afforded a reasonable opportunity to explain apparent unsatisfactory work performance and/or misconduct. An investigatory interview shall take place prior to a disciplinary decision.

C. Disciplinary Suspension Without Pay, Temporary Reduction in Rate of Pay, Demotion, and Dismissal. A supervisor intending to take disciplinary action involving loss of pay, pay demotion or dismissal will, prior to taking such action:

1. Notify the employee and the Association representative in writing of the nature of the charges and corroborative details, which will include a copy of the complaint against the employee and which will identify the directives, policies, procedures, work rules, regulations, or other order of the County which appear to have been violated and a copy of the entire investigation

including all materials reviewed by the County.

2. State the range of discipline that is being considered; and
3. Afford the accused employee an informal opportunity to respond to the charges orally or in writing, normally within five (5) days from receiving such written notice.

The opportunity to respond may occur at a meeting conducted and presided over by the supervisor with authority to impose the proposed disciplinary action. The meeting shall be informal and sufficient to assure the employee full opportunity to be heard, refute the charges, and have the employee's position considered prior to the imposition of discipline. Discipline action shall be based on just cause.

The meeting may be tape recorded by the County if the parties mutually agree or a written record made of the proceedings with a copy supplied to the Union.

The employee shall have the right to answer the charges in writing and orally. The employee shall be entitled to Union representation at all meetings when discipline under Article 11.5 is imposed.

The Department Head will issue a written decision imposing discipline, exonerating the employee, or taking any other action deemed appropriate.

Section 11.8 Complaints of Criminal Activity

Complaints against employees, which allege criminal violation(s) may be grounds for investigation or bringing criminal charges. Criminal proceedings are unrelated to discipline and will not serve to prevent the internal disciplinary process from dealing with the same matter.

Employees shall be entitled to Association representation at any meeting where the employee has a reasonable belief that the discussion may lead to disciplinary action.

ARTICLE 12. SETTLEMENT OF DISPUTES

Section 12.1 Definitions

A. Grievance. A complaint by one or more nurses or by the Association involving the interpretation, application or alleged violation of an express written provision of this Agreement, or any disciplinary or discharge action taken against a nurse, except that a grievance may not be brought over a written warning (including counseling memos), and a grievance concerning a written reprimand may not be advanced beyond the County Manager step.

B. Grievant. One or more nurses or the Association.

Section 12.2 Grievance and Arbitration Procedures

A. Informal Procedure. The grievant should take up the grievance or dispute with the Nursing Supervisor before proceeding to Step 1 of the Formal Grievance Procedure.

B. Formal Procedure.

Step 1 - Department Head. If the grievance is not resolved informally or if the grievant prefers to go directly to Step 1, the grievant shall submit the grievance in writing to the Department Head within ten (10) working days after the grievant knows or should reasonably have known of the events giving rise to the grievance. Within five (5) working days after the grievance is submitted, the Department Head shall meet with the grievant in an attempt to settle the grievance.

The Department Head shall have five (5) working days following this meeting to respond to the grievance. A copy of his or her response shall be sent to the Association.

Step 2 - County Manager. If the Department Head's response does not resolve the grievance, the grievance shall be submitted to the County Manager within five (5) working days from the expiration of the five-(5)-working-day period for response at Step 1. The grievance shall be presented in writing.

The County Manager shall have fifteen (15) working days to respond to the grievance at Step 2. A copy of the County Manager's response shall be sent to the Association.

Step 3 -Arbitration. Should the aggrieved employee or the aggrieved employee's representative not be satisfied with the determination at Step 2, the Association shall have the right to submit the matter to binding arbitration within fifteen (15) working days from the date the County Manager's written decision is due or received, whichever is sooner. After the matter has been so submitted, the parties or representatives may agree upon an arbitrator, or may jointly request from the Employment Relations Board a list of names of seven (7) arbitrators. The parties may select an arbitrator from the list by mutual agreement or shall alternatively strike names from the list until one name remains. Each party retains the right to reject one (1) list in its entirety and request that a new list be submitted.

The arbitrator's decision shall be final and binding upon both parties, but the arbitrator shall have no power to alter in any way the terms of this Agreement or to impose on either party a limitation or obligation not explicitly provided for in this Agreement and the arbitrator shall be requested to issue his or her decision within thirty (30) days after conclusion of the proceedings.

Expenses for arbitrators' services in the proceedings shall be borne equally by the County and the Association. However, each party shall be responsible for any other

expenses incurred by it.

Section 12.3 Time Extension

The time limits expressed herein are of the essence of this Agreement. The time period specified in this Article may be extended or modified by mutual consent. Any modification of time limits must be agreed to in writing. If the County fails to meet or answer any grievance within the time limits prescribed for such action by this Article, the grievance shall be advanced to the next step. Failure by the employee or the Association to submit or advance a grievance in accordance with the time limits specified, without such a waiver, shall constitute abandonment of the grievance.

Section 12.4 Association Representative

The Association shall designate its representative for grievance processing. If the Association representative is a County nurse, she or he shall make every effort to investigate grievances and process them during hours, which will not unduly interfere with County operations. However, where it is reasonably necessary to investigate the grievance during working hours, it will be done without loss of pay to the Association representative, grievant or witnesses, whose presence in such investigation and processing is necessary. A list of Association representatives and other officers shall be provided to the County.

Section 12.5 Grievance Meetings

The Human Resources Director and the Department Head shall meet at mutually convenient times with representatives of the Association. The purpose of meetings with the Association will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the County other issues, which would improve relationships between the parties. Prior notice of topics for discussion at such meetings shall be furnished by each party to the other.

Section 12.6 Determination of Merit

The provisions of this Article shall not be interpreted to require that the Association process any grievance through the grievance or arbitration procedures, which it believes, in good faith, lacks sufficient merit.

Section 12.7 Grievance Content

Written grievances shall include, to the best of the nurse's understanding, a statement of the grievance and a specific remedy requested. Reference to the specific article of the Agreement alleged to have been violated should be included in the grievance statement.

ARTICLE 13. STRIKES AND LOCKOUTS

Section 13.1 Strikes

The Association and its members, as individuals or as a group, will not initiate, cause, participate in or join in any strike, work stoppage, work slow-down, picketing or any other restriction of work at any location in the County during the life and duration of this Agreement. Disciplinary action, including discharge, may be taken by the County against any nurse engaged in a violation of this Article.

Section 13.2 Association Responsibility

In the event of a strike, work stoppage, work slow-down, picketing or other restriction of work in any form either on the basis of individual choice or collective nurse conduct during the life and duration of this Agreement, the Association will immediately upon notification from the County attempt to secure an immediate and orderly return to work.

Section 13.3 Lockouts

There will be no lockouts of nurses in the unit by the County as a consequence of any dispute arising during the period of this Agreement.

Section 13.4 Effect During Impasse

In the event the parties reach statutory impasse in a mid-term negotiation provided for by contract reopener, this Article shall not preclude strike or lockout action taken in accordance with Oregon law.

ARTICLE 14. LAYOFF

Section 14.1 Seniority

Seniority is defined as continuous service from the last date of hire. For purposes of computing seniority, all authorized paid leaves shall be considered as time worked. Seniority shall not accrue during unpaid leaves in excess of ninety (90) days. A break in service results from layoff in excess of fourteen (14) months, resignation, or discharge.

Casual nurses shall not accrue seniority.

Section 14.2 Layoff Procedure

A layoff is defined as an involuntary administrative separation of a regular employee from County service for lack of work or funds. Layoff is a full separation from employment or an involuntary reduction of the employee's regularly scheduled FTE hours by twenty-five percent (25%) or more.

The Department and/or the nurse may initiate a discussion for a voluntary reduction in hours. Voluntary reduction in hours is not a layoff.

A written notice of layoff stating the reasons for it will be given at least fifteen (15) days before the effective date except in emergency situations, in which case the nurse shall be paid for the number of days he or she would have otherwise been scheduled to work during the notice period.

The County shall determine the specific positions to be eliminated and nurses in those positions shall be notified of layoffs. Layoff within a classification shall be by seniority, provided that competence, skills and abilities are considered substantially equal by the County. PHN I and PHN II will be considered the same classification for purposes of layoff. PHN III and Nurse Practitioner/Clinician are considered separate job classifications from PHN I/II and from each other.

A laid-off nurse may displace another nurse with less seniority in an equal or lower job classification in the bargaining unit, provided that competence, skills and abilities are considered substantially equal by the County or the nurse can demonstrate proficiency in the retained job duties following a twenty-(20)-working-day orientation period. If a laid-off nurse bumps another nurse, the laid-off nurse must assume the duties, hours, schedule and classification of the bumped nurse. A laid-off nurse who does not displace another nurse, or who is unable to demonstrate proficiency in the job duties following a twenty-(20)-working-day orientation period will be placed on the layoff list.

Section 14.3 Recall of Laid-Off Nurses Because of Reduction in Force

Regular nurses laid off because of reduction in workforce shall be placed on a recall list for a period of fourteen (14) months. Nurses on the recall list shall be recalled within their job classification at time of layoff in the inverse order of their layoff. A nurse may decline to accept recall once and not jeopardize her position on the recall list. Should a nurse decline to accept a second recall, he or she shall be considered to have terminated her or his employment with the County.

The Human Resources Director shall notify the nurse of recall by telephone; in the event the nurse cannot be reached by telephone, the Human Resources Director shall notify the nurse of recall by certified mail, marked "Deliver to Addressee Only – Return Receipt Requested," with a copy forwarded to the Association. The nurse shall be given ten (10) calendar days from the date of receipt of the telephone call or fifteen (15) days from mailing of the certified mail within which to notify the County of his or her intention to return to work.

Section 14.4 Leave Credit Following Re-employment

A regular nurse who is re-employed following a layoff shall have sick leave credits that were accrued and unused during the previous period of employment restored provided re-employment occurs within the fourteen-(14)-month period.

Section 14.5 Vacation Rights in Case of Layoff or Separation

Any regular nurse who is laid off, discharged, retired or separated from the service of the County for any reason prior to taking their vacation shall be compensated in cash for all unused vacation up to a maximum of 324 hours the nurse has accumulated at the date of separation.

ARTICLE 15. GENERAL PROVISIONS

Section 15.1 Discrimination

Neither the County nor the Association shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws, rules and regulations as designated by state and federal legislation or executive order.

All references to nurses in this Agreement designate both sexes. Whenever either the masculine or feminine gender is used, it shall be construed to refer to both males and females.

The County recognizes the rights of nurses to become members of the Association, and shall not discriminate, interfere, restrain or coerce any nurse because of Association membership, activity in an official capacity on behalf of the Association, or for any other cause provided such activity or other cause does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibilities to the public.

Section 15.2 Employee Training

The Health Department shall familiarize new employees with their obligations and rights and inform them about the general functions of County government during each new nurse's orientation.

Section 15.3 Bulletin Boards

The County agrees to furnish and maintain suitable bulletin boards in convenient places at each work area to be used by the Association. Nurses and the Association shall limit postings to notices and bulletins on such bulletin boards.

Section 15.4 Visits by Association Representative

The County agrees that accredited representatives of the Association, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time

during work hours to conduct Association business provided such visits do not interrupt the nurses' work and prior notice and approval has been given by the Department Head or designee.

Section 15.5 Entire Agreement

This contract represents the complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof, and any matters or subjects not herein covered have been satisfactorily adjusted, compromised and waived by the parties for the life of this Agreement.

It is agreed by the parties that all rights, benefits and conditions existing at the time of this Agreement shall be continued, subject to the terms thereof, without change, unless expressly modified, amended or changed by mutual agreement of the parties, provided, however, that the parties shall negotiate in accordance with the Public Employees Collective Bargaining Act over any change in working condition which is necessary in order to comply with state or federal law, regulation or rule, the terms of a grant, or a change which affects the working relationship with another institutional health care provider. In the event the County unilaterally implements a final offer, the Association shall not be bound by Article 13 of this Agreement.

Section 15.6 Copy of Agreement

The County agrees to furnish each nurse in the bargaining unit with a copy of this Agreement when it becomes effective. The County agrees to share equally with the Association the costs of printing this Agreement. New nurses shall be provided with a copy of the current rules and this Agreement at the time of hire.

Section 15.7 Professional Issues Review Meetings

The Department Director will meet quarterly with a committee of two Association representatives to review issues of professional nurses, including but not limited to:

- Patient care delivery
- Educational programs
- Workload distribution
- Leave scheduling and coverage

The meetings will be scheduled at the request of the Association. At the meeting, the participants will share information and review suggestions from the Association for change. The

Director will respond to the Association's suggestions, but neither the Association nor the County shall have an obligation to implement or negotiate on them.

Section 15.8 Personnel Files

A nurse may inspect and copy the contents of her or his personnel file upon her or his oral or written request to the Human Resources Director to do so. If the nurse believes that there is material in the file, which is incorrect or derogatory, she or he shall be entitled to prepare in writing her or his explanation regarding the particular material, and this shall be included as a permanent part of the file. Relevant information shall be filed in the personnel file in a timely manner.

All personnel files will be routinely reviewed by the County periodically, or upon reasonable employee request, for materials reflecting favorably and adversely to determine the continued relevance and appropriateness thereof. Materials deemed inappropriate or of no further relevance to the County may be removed from the personnel file and given to the employee.

Employees with two years without counseling, warning, training (for purposes of addressing a performance related concern) or progressive discipline as identified in Section 11.5 may have documentation of two years prior to the request removed from the personnel file to a separate labor relations file. The existence of such a file shall be noted in the employee's personnel file. The materials removed may only be used to show forewarning or progressive discipline in a later disciplinary action, or to show that the County has managed or supervised with due diligence.

Section 15.9 Filling of Position Openings

Whenever the County has a Public Health Nurse position opening to be filled, notice of such opening(s) shall be posted in the department on the Association's bulletin board for a period of at least one (1) week to provide employees an opportunity to apply for the position. A copy will also be sent to the ONA Representative. The County will give due recognition to seniority when filling positions.

Section 15.10 Mutual Aid Agreements

The County will bargain with the Association over the terms and conditions of employment for nurses working under a mutual aid agreement.

ARTICLE 16. TERMINATION

Section 16.1 Duration

This Agreement shall be effective as of the 1st day of July 2022 through June 30, 2025. It shall be automatically renewed from year to year after June 30, 2025, unless either party shall notify the other in writing one hundred twenty (120) calendar days or more prior to June 30, 2025 that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days prior to June 30, 2025. This Agreement shall remain in full force and effect during the period of negotiations. No part of this Agreement is retroactively effective unless specified.

ARTICLE 17. APPENDIX

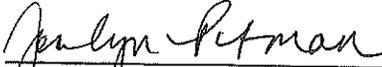
Appendix A is intended to be part of this Agreement and by this Agreement and by this reference incorporated herein.

ARTICLE 18. SIGN-OFF

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the ____ day of _____, 20____.

ARTICLE 18. SIGN-OFF

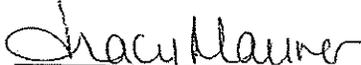
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 3rd day of August, 2022.



Jocelyn Pitman
Labor Relations Representative



Mark Kujala Board
Chair, Board of Commissioners



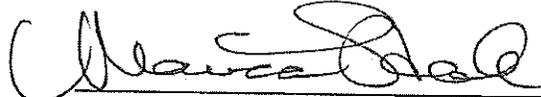
Tracy Mauer, LPN
Bargaining Committee



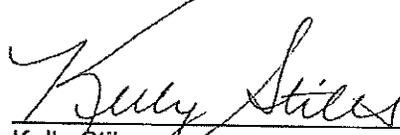
Don Bohn,
County Manager



Mandy Mattison, MSN-Ed, RN
Bargaining Committee



Monica Steele
Assistant County Manager



Kelly Stiles
Human Resources Director



Paul Williams
Undersheriff, Clatsop County Sheriff's Office

APPENDIX A
Oregon Nurses Association

The attached matrix plan reflects the current wage rates.

Effective July 1, 2022, the matrix plan shall be adjusted across the board by not less than two and one-half percent (2.5%) nor more than four and one-half percent (4.5%) based upon the change in the All US CPI-U for the period May to May, plus an additional one and one-half percent (1.5%).

Effective July 1, 2023, the matrix plan shall be adjusted across the board by not less than two and one-half percent (2.5%) nor more than four and one-half percent (4.5%) based upon the change in the All US CPI-U for the period May to May.

Effective July 1, 2024, the matrix plan shall be adjusted across the board by not less than two and one-half percent (2.5%) nor more than four and one-half percent (4.5%) based upon the change in the All US CPI-U for the period May to May.

Casual employees shall be paid an additional eight percent (8%) in lieu of benefits.

WAGE TABLE
 CLASS AND SALARY RATE TABLE EFFECTIVE JULY 1, 2022

Job Title	Wage Grade	Step A	Step B	Step C	Step D	Step E
COMMUNITY HEALTH PROJECT MANAGER	20	\$46.47	\$48.79	\$51.23	\$53.80	\$56.49
NURSE PRACTITIONER / CLINICIAN	20	\$46.47	\$48.79	\$51.23	\$53.80	\$56.49
REPRODUCTIVE HEALTH PROVIDER	20	\$46.47	\$48.79	\$51.23	\$53.80	\$56.49
PUBLIC HEALTH NURSE I	16	\$34.67	\$36.41	\$38.23	\$40.14	\$42.15
PUBLIC HEALTH NURSE I - Jail Nurse	16	\$34.67	\$36.41	\$38.23	\$40.14	\$42.15
PUBLIC HEALTH NURSE II	17	\$38.23	\$40.14	\$42.15	\$44.26	\$46.47
PUBLIC HEALTH NURSE II - Jail Nurse	17	\$38.23	\$40.14	\$42.15	\$44.26	\$46.47
PUBLIC HEALTH NURSE III	18	\$42.15	\$44.26	\$46.47	\$48.79	\$51.23
PUBLIC HEALTH NURSE III - Jail Nurse	18	\$42.15	\$44.26	\$46.47	\$48.79	\$51.23
PUBLIC HEALTH NURSE II CASUAL	17II	\$41.30	\$43.35	\$45.52	\$47.80	\$50.19

CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

Return to Oregon Nurses Association,

18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498

or by Fax 503-293-0013. Thank you.

Your Name: _____

I certify that I have received a copy of the ONA Collective Bargaining Agreement with CLATSOP COUNTY FOR July 1, 2022 through June 30, 2025.

Signature: _____

Today's Date: _____

Your Mailing Address: _____

Home Phone: _____ Work Phone: _____

Email: _____

Unit: _____ Shift: _____

4872-0647-6582, v. 1