

Collective Bargaining Agreement

between the

Oregon Nurses Association

and

Marion County, Oregon

July 1, 2020 - June 30, 2022

**TABLE OF CONTENTS**

	Page
PREAMBLE .....	1
ARTICLE 1 – ASSOCIATION RECOGNITION .....	1
ARTICLE 2 – MANAGEMENT’S RIGHTS .....	1
ARTICLE 3 – ASSOCIATION SECURITY .....	2
ARTICLE 4 – HOURS OF WORK .....	3
ARTICLE 5 – JOB PLACEMENT AND LAYOFF .....	4
ARTICLE 6 – HOLIDAYS .....	6
ARTICLE 7 – VACATION LEAVE .....	7
ARTICLE 8 – SICK LEAVE.....	9
ARTICLE 9 – OTHER LEAVES.....	11
ARTICLE 10 – HEALTH AND WELFARE .....	12
ARTICLE 11 – WORKERS’ COMPENSATION .....	14
ARTICLE 12 – WAGES.....	14
ARTICLE 13 – TRAVEL ALLOWANCES.....	18
ARTICLE 14 – HEALTH AND SAFETY REGULATIONS.....	19
ARTICLE 15 – DISCIPLINE AND DISCHARGE .....	20
ARTICLE 16 – GENERAL PROVISIONS.....	22
ARTICLE 17 – EDUCATIONAL ASSISTANCE .....	24
ARTICLE 18 – LABOR-MANAGEMENT COMMITTEE .....	24
ARTICLE 19 – SETTLEMENT OF DISPUTES.....	25
ARTICLE 20 – SCOPE OF AGREEMENT .....	27
ARTICLE 21 – SAVINGS CLAUSE .....	27
ARTICLE 22 – CONTRACTING OUT.....	27
ARTICLE 23 – SEASONAL POSITIONS .....	28
ARTICLE 24 – LIFE OF AGREEMENT AND TERMINATION .....	29

Sick Leave Conversion Letter of Agreement

## **PREAMBLE**

This agreement is entered into by Marion County, Oregon, hereinafter referred to as the "County" and Oregon Nurses Association, hereinafter referred to as the "Association." Unless indicated otherwise, references to the "Employer," "Board," or "County" herein shall mean the board of commissioners, and/or the health administrator. (The term "department head" shall also mean the health administrator.) All references to "Nurses" in this agreement designate both sexes and, whenever either gender is used, it shall be construed to include both male and female nurses.

The purpose of the agreement is to set forth those agreed to matters pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes. The retention of experienced and qualified nurses enhances the team and service delivery and is a shared value.

The parties agree as follows:

### **ARTICLE 1 – ASSOCIATION RECOGNITION**

The employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for employees in the Health and Human Services Department working in classifications for which an RN license is required, excluding confidential and supervisory employees.

### **ARTICLE 2 – MANAGEMENT'S RIGHTS**

Except as may be specifically modified or expressly limited by the terms of this agreement, the employer retains all the customary, usual and exclusive rights, decision making, management prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the County or any part thereof. It is also recognized that the responsibilities and authorities of management are exclusively functions to be exercised by the employer in a uniform and equitable manner.

Without limitation, the exclusive management's rights retained by the County shall include, but are not limited to, the following:

1. The determination of the governmental services to be rendered to the citizens of Marion County.
2. The determination of the Employer's financial, budgetary, accounting, and organization policies and procedures.

3. The right to reasonably establish, amend, and administer separate personnel and employee benefit rules and policies for non-bargaining unit personnel. The continuous overseeing of personnel policies, procedures and programs promulgated under any other term of this agreement.
4. The management and direction of the work force, including the right to determine the methods, processes and manner of performing work; establishment of new positions and the determination of the duties and qualifications to be assigned or required; the right to hire, promote, demote, transfer and retain employees; the right to discipline, demote, and terminate employees for just cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the department or divisions; the right to determine shifts, assignments and schedules of work; the right to purchase, dispose or assign equipment or supplies; the right to contract or subcontract any work; the right to adopt, enforce, and revise reasonable safety and employee conduct rules, regulations and procedures; and the right to take all reasonable necessary action to carry out its mission.

This article shall not preclude the Association and the Employer from either (1) meeting during the period of the contract at the request of either party to discuss procedures for avoiding grievances and other problems and for generally improving relations between the parties, or (2) negotiating during the open negotiation period before termination as provided in Article 24.

### **ARTICLE 3 – ASSOCIATION SECURITY**

Dues will continue to be deducted until the employee rescinds the request in writing in pursuant to applicable law. Copies of all such requests for membership cancellation shall be transmitted to the Association.

The authorization for dues deduction is not terminated when an employee is placed on any type leave, disciplinary removal or layoff status. The County shall deduct Association dues commencing with the first paycheck following the employee's return to paid status.

The County agrees to provide at no cost to the Association monthly dues deduction. The Association shall hold the County harmless in making said payment to the Association.

The County will provide to the Association semi-annually a complete list of bargaining unit nurses including names, addresses, phone numbers, employee number, department, FTE, step, and dates of hire. The Association shall indemnify and save the County harmless against any and all claims, damages, suits or other forms of liability, which may arise out of the County previously providing the Association the Social Security numbers.

The County will once monthly provide to the Association an updated listing of newly hired nurses with the above information and the names of nurses who have terminated or changed status.

## **ARTICLE 4 – HOURS OF WORK**

**Section 1. Normal Hours of Operation.** Normal hours of operation for Marion County Health and Human Services Department are 0800 to 1700, Monday through Friday. Operational hours outside of 0800 to 1700, Monday through Friday, may occur based upon service need.

**Section 2. Regular Hours.** The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

**Section 3. RN Basic Schedule.** Eight (8) hours of work shall constitute an employee's assigned shift. Assigned hours or days the RN regularly works within the Health and Human Services Department's normal hours of operation.

**Section 4. RN Alternative Schedule.** Assigned hours or days the RN regularly works outside of the Health and Human Services Department's normal hours of operation.

**Section 5. Flexing.** A temporary modification of a basic or alternative schedule within a regularly scheduled workweek.

The County may allow employees to modify their normal work hours within the workweek on an intermittent, temporary basis to make up for time lost due to illness, medical appointments or other instances allowed under the sick leave provisions of this agreement, compatible with the operating needs of the County. Daily overtime will be waived to accommodate these requests.

**Section 6. Workweek.** The regular workweek for full-time employees shall normally consist of five (5) consecutive days, Monday through Friday, except that the workweek may be adjusted to accommodate occasional weekend and/or evening hours to meet operating requirements of the department as determined by the department head. No guarantee of work is implied by this section.

**Section 7. Workday.** Employees shall be scheduled to work on a basic or alternative work schedule, and each shift shall have regular starting and quitting times. Ongoing changes in an employee's shift starting and quitting times shall require fifteen (15) calendar days advance notice, except in urgent/emergent work situations requiring nursing coverage. Nothing in this section shall restrict an employee and the County from modifying the work schedule, when necessary, with less than fifteen (15) calendar days notice and the parties mutually agree to the change.

Employees may be permitted to work alternative schedules subject to client service need, departmental operations, and approval of the supervisor. All alternative work schedules must be approved in advance. An employee or group of employees of the County may request an alternative work schedule by submitting a request in writing to the immediate supervisor. This request shall outline the proposed schedule. No reasonable request shall be denied.

**Section 8. Rest Periods.** A rest period of fifteen (15) minutes shall be permitted for all employees for each full half work shift. Such rest periods shall normally be on a scheduled basis so that activities of the department shall be staffed at all times.

**Section 9. Meal Periods.** Employees shall be granted a lunch period, without pay, of not less than thirty (30) minutes nor more than one hour during each work shift according to present practice. Whenever possible, lunch periods shall be scheduled at the middle of the shift.

**Section 10. Temporary Interruption of Employment.** Any temporary interruption of employment because of adverse weather conditions, shortage of supplies, or other unexpected or unusual reasons, which does not exceed ten (10) days, shall not be considered a layoff if, at the termination of such conditions, employees are to be returned to employment. Such interruptions of employment may, at the employee's option, be charged to accrued vacation leave, compensatory time, personal leave day, or may be recorded as leave without pay.

## **ARTICLE 5 – JOB PLACEMENT AND LAYOFF**

**Section 1. Definition.** Seniority is defined as time spent in continuous service with the County. Time spent as a temporary employee shall not count towards seniority.

### **Section 2. Filling of Vacancies.**

- A. Vacancies, which are to be filled, shall be posted on the County website and sent by electronic mail to all County employees at least five (5) working days prior to closing.
- B. Employees desiring the posted position shall submit an online application to human resources via the County website.
- C. Any employee, who makes application, shall be placed on any interview list providing the employee meets the requirements.
- D. Any employee, who interviews for a vacant position and who requests in writing the reasons for non-selection, shall receive, from the appointing authority, a written response within ten (10) working days of receipt of the request.
- E. The County agrees to review recruitment procedures with the Union and modify them, if necessary, to improve the opportunities for employees to be considered for internal appointment and/or promotions, including the opportunity to be interviewed.

F. Part-time and temporary employees may apply for full-time, regular positions on the County's internal recruitments.

**Section 3. Layoff/Reductions in Workforce.**

A. A layoff is defined as:

- (1) An involuntary separation from County service,
- (2) An involuntary reduction in hours to lower than fifty percent (50%) because of a lack of work, lack of funds or abolishment of the position,
- (3) The elimination of a less than fifty percent (50%) position entirely.

The affected employee(s) and the Association shall be given written notice of a pending layoff at least fifteen (15) days before the effective date, stating the reasons for the layoff. The parties will meet thirty (30) days prior to a layoff to discuss possible alternatives to the layoff.

B. Reductions in workforce will occur in the following order:

- (1) Volunteers for layoff
- (2) Temporary employees
- (3) Probationary employees
- (4) Regular employees in inverse order of seniority within the affected classification

C. For purposes of layoff, full-time and part-time positions are treated together. Notice of layoff will be given to the employee whose position is affected. An employee subject to layoff may displace an employee with the least seniority in the same classification if the employee:

- (1) Meets the minimum requirements for the job classification, and
- (2) Is able to perform the work in the position being bumped into without extensive training in a service specific essential job skill. Orientation will be provided to the nurse for the new position.

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

D. The least senior nurse in the classification where the layoff took place, who has bumped, may also bump the employee with the least seniority in the next lower classification if the employee:

- (1) Has more seniority than the nurse to be bumped, and
- (2) Meets the minimum requirements for that classification, and

(3) Is able to perform the work in the position being bumped into without extensive training in a service specific essential job skill. Orientation will be provided to the nurse in the new position.

Nurses who receive layoff notice will notify the County of their intent to exercise bumping rights within three (3) business days after receipt of the layoff notice.

#### **Section 4. Seniority.**

- A. Seniority – One (1) point per continuous month of County service.
- B. Seniority shall be computed from the continuous service date into County regular service.
- C. In the event that two (2) persons have the same seniority, then the date of employment with the County shall be used to determine the order of layoff with the latest employees laid off first. If a tie still exists after reviewing the dates of employment, the department head shall determine the order of layoff.

**Section 5. Recall Rights.** A nurse having been laid off shall have recall rights for the same or lesser classification within the job family for a period of one (1) year [both part-time and full-time positions] as long as the nurse is able to perform the work in the position without extensive training.

**Section 6. Trial Service Extension.** New nurses shall serve a trial service period of at least six (6) continuous months. The trial service period may be extended with the agreement of the appointing authority, the employee and an Oregon Nurses Association representative for a period not to exceed three (3) additional continuous months.

### **ARTICLE 6 – HOLIDAYS**

**Section 1. Observed Holidays.** The following days will be observed as paid holidays for all full and regular part-time employees:

- New Year's Day – January 1st
- Martin Luther King, Jr. Birthday – 3rd Monday in January
- Presidents' Day – 3rd Monday in February
- Memorial Day – Last Monday in May
- Independence Day – July 4th
- Labor Day – 1st Monday in September
- Veterans Day – November 11th
- Thanksgiving Day – 4th Thursday in November
- Friday After Thanksgiving – 4th Friday in November
- Christmas Day – December 25th



And any other day designated as a legal holiday by either the Governor of Oregon or President of the United States. A one-time observance or memorial holiday must be declared and/or approved by the Board of Commissioners of Marion County to qualify under this provision as a legal holiday.

**Section 2. Personal Holiday.** Regular employees whose budgeted full-time equivalent (FTE) is equal to or greater than 0.5 (50%) are entitled to one (1) personal holiday each calendar year. Such holiday is to be taken during the calendar year in which the holiday is earned and may not be carried forward into the following year. The personal holiday shall be scheduled in accordance with Article 7, Section 4, Scheduling Vacations.

**Section 3. Weekend Holidays.** Whenever a holiday falls on Saturday, the preceding Friday shall be considered to be the holiday. Whenever a holiday falls on Sunday, the following Monday shall be considered to be the holiday. Employees working on an irregular workweek shall receive the same number of holidays as employees working the regular Monday through Friday workweek. Holidays, which occur during paid vacation or sick leave with pay, shall not be charged against such leave.

**Section 4. Holiday Pay.** If an employee is required to perform work on holidays which fall within the employee's workweek, the employee shall be compensated in pay at the rate of time and one-half (1 ½) for all hours worked on the holiday in addition to the normal rate of pay (holiday compensation) for the number of hours the employee would be compensated if the holiday was taken as time off. Compensation for holidays will be provided to regular part-time employees whose budgeted full time equivalent (FTE) is equal to or greater than 0.5 (50%) for County personnel, and such compensation shall be based on the same proportion.

## **ARTICLE 7 – VACATION LEAVE**

**Section 1. Vacation Accumulation.** After having served in the County service for six (6) consecutive full months, full-time employees shall be credited with six work days' vacation leave, and thereafter, vacation leave shall be credited as follows:

	<u>Days Per Year</u>	<u>Hours Per Pay Period</u>
<b><u>WORK HOURS PER WEEK</u></b>	<u>40</u>	<u>40</u>
After six (6) months of continuous service through third (3 <sup>rd</sup> ) year	13	4.000
After third (3 <sup>rd</sup> ) year of continuous service through fifth (5 <sup>th</sup> ) year	14	4.308
After fifth (5 <sup>th</sup> ) year of continuous service through tenth (10 <sup>th</sup> ) year	16	4.924
After tenth (10 <sup>th</sup> ) year of continuous service through fifteenth (15 <sup>th</sup> ) year	18	5.539
After fifteenth (15 <sup>th</sup> ) year of continuous service through twentieth (20 <sup>th</sup> ) year	21	6.462
After twentieth (20 <sup>th</sup> ) year of continuous service	24	7.385

**Section 2. Continuous Service.** Continuous service (for the purpose of determining eligibility for accelerated vacation accumulation rates) shall be service unbroken by separation from the County service, except that time spent by an employee on military leave, on an authorized leave of absence with pay, or on a leave without pay resulting from a compensable workers' compensation claim shall be included as continuous service. Time spent on other types of authorized leave will not count as part of continuous service except employees returning from such leave, or employees who were laid off shall be entitled to credit for service prior to the leave. For the purposes of this article, except as noted above, any month in which an employee has more than ten (10) working days of leave without pay shall be considered as a non-continuous month for the purpose of determining credits.

**Section 3. Part-Time Employees.** Vacation leave shall be earned by each regular, part-time employee whose budgeted FTE is equal to or greater than 0.5 (50%). Vacation leave shall accrue in an amount proportionate to that which would be accrued under regular, full-time employment (1.0 FTE).

**Section 4. Scheduling Vacations.** Employees shall be permitted to choose either split or entire vacation periods. Whenever practicable and consistent with the needs of the County and the availability of vacation relief, employees shall have the right to select vacation times. Seniority shall prevail in the event of conflict between employees over choice of vacation days, but each employee shall be permitted to exercise his/her right of seniority only every other year.

The County shall notify employees within two (2) weeks of such request, provided employees request time off at least four (4) weeks prior to the beginning of the desired time off, as to whether or not such requests will be granted and, in the event such requests are not granted, the reasons for failure to grant them.

**Section 5. Accumulation of Vacation Credits.** Employees shall not accumulate vacation leave in excess of two hundred and fifty (250) hours. In addition, in the last year of employment, prior to retirement, the employee will be able to cash in up to fifty (50) hours of vacation. The employee will be responsible to notify the employer in writing of their intent to retire to exercise this provision. This is a one-time option. Any employee who reaches the maximum vacation accumulation shall be so notified by the appointing authority and such employee may, by notifying his appointing authority five (5) working days in advance, absent himself to prevent loss of this time. Such action taken by the employee shall not constitute a basis for disciplinary action or loss of pay. Vacation leave shall not accrue during a leave of absence without pay. Any employee, who is granted a leave of absence without pay, shall first be scheduled for any vacation leave and/or compensatory time, which have accrued to his credit before he commences leave without pay.

**Section 6. Transfer Credits and Terminal Vacation Pay.**

- A. When an employee is transferred to or appointed to another department of the County, his/her vacation credit shall be assumed by the new department.

B. An employee, who terminates during the initial six (6) months of their employment shall not be entitled to cash compensation in lieu of vacation leave. If the employee has served six (6) full calendar months and is separated from the County service, the employee shall be entitled to cash compensation at the appropriate hourly rate set forth in the conversion table included in the County compensation plan for accrued vacation leave. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due to the decedent is paid.

**Section 7. Compensation Credits.** Each employee shall receive two (2) normal workweeks of vacation, to be taken as leave with pay or pay at the employee's option. The employee shall receive compensation for normal workweeks at the employee's regular hourly rate of pay. The employee must exercise this option within each fiscal year. Computations will be based on the employee's rate of pay at the time of the request. This benefit will not be available to any person who has not been employed by the County for at least one year unless the person has completed their trial service period of employment prior to the end of the fiscal year.

If an eligible employee elects to receive the credits as pay, it must be paid in increments equal to one workweek. No partial pay (less than one workweek) is allowed. If an eligible employee elects to receive the credits as vacation, it may be scheduled one (1) day at a time or as a unit, subject to the approval of the department head. This benefit is to be used by the employee based on the individual's employment status as of July 1 of each fiscal year. If the employee completes their trial service period prior to the end of the fiscal year, the benefit will be prorated for that period between the employee's continuous service date and the end of the County's fiscal year.

Employees hired on or after July 1, 2008, will not receive compensation credits. In lieu of receiving compensation credits, new employees will receive a higher rate of pay generated by rolling the value of the compensation credits (3.84%) into the base rate of pay.

**Section 8. Opting Out of Compensation Credits.** Employees hired before July 1, 2008, may make a one-time permanent election to opt-out of compensation credits provided in Article 7, Section 7 in return for the higher salary provided for in Section 7. Once enrolled in this program, this is a permanent decision and an employee may not return to receiving compensation credits and pay at the lower salary schedule.

## **ARTICLE 8 – SICK LEAVE**

**Section 1.** The county will follow any and all Oregon State sick time laws and regulations. The benefits provided in this article shall run concurrently with the county's statutory and regulatory obligations.

**Section 2. Accumulation.** Sick leave shall be earned by each employee in a regular, full-time position at the rate of three point four six two (3.462) hours per pay period and may be accumulated without limit. Sick leave shall be earned by each part-time employee whose budgeted full time equivalent (FTE) is equal

to or greater than 0.5 (50%). Such sick leave accrual will be proportional based on the employee's FTE and may be accumulated without limit. Sick leave shall not accrue if the employee is in leave without pay status the entire pay period. When an employee is transferred or appointed to another department of the County, sick leave credit shall be assumed by the new appointing power.

**Section 3. Utilization.** Employees may utilize their earned sick leave accruals when unable to perform their work duties by reason of illness, injury or pregnancy; necessity for medical or dental care; exposure to a contagious disease, in which the health of the employee would endanger those they associate with, or the public, if such contact is necessary in carrying out the employee's duties; or by illness in their immediate families. Absence to attend an ill immediate family member shall be limited to the time the employee's presence is required unless absence is covered under protected leave. An appointing power may require certification of the attending physician or practitioner to substantiate that an illness or injury prevents the employee from working. Sick leave time exceeding five (5) workdays will require evidence that the employee was under a doctor's care. If an employee exhibits a pattern of repetitive sick leave utilization, the appointing authority may require certification of a physician or practitioner to substantiate that an illness or injury of less than five (5) consecutive workdays prevents the employee from working. A sick leave request may be disallowed by the employer if just cause exists to show that the employee is not using sick leave in compliance with this section.

**Section 4. Required Physician Examination.** Should an employee be required by the County to undergo a physical examination, the County shall bear the expense of such examination.

**Section 5. Immediate Family.** Immediate family includes spouse, mother, father, son, daughter, siblings (including in-law relatives of these categories), grandchildren, grandparent, and domestic partners. Also included are any other relations residing in the employee's household.

For employees taking time off under a particular Oregon State and/or federal law, the definition of family member will be as defined by the appropriate Oregon State and/or federal law.

**Section 6. Sick Leave Without Pay.** Upon application of an employee and recommendation of the department head, the health administrator may authorize sick leave without pay not to exceed one year's duration. Sick leave without pay shall not be granted until all earned sick leave has been exhausted. From time to time, the appointing power may require that the employee submit a certificate from the attending physician or practitioner. In the event of a failure or refusal to supply such certificate or if the certificate does not clearly show sufficient disability to preclude the employee from performance of duties, such sick leave shall be canceled and the employee may be disciplined or discharged.

In the event the employee applies for any leave under the provisions of the federal Family Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA), any leave granted under the provisions of this section shall be counted against leave granted under those laws. FMLA leave also counts as OFLA leave and reduces benefits simultaneously, as specified by law.

**Section 7. Notification.** Any employee, who is ill and unable to report to work, shall make a reasonable effort to notify his/her immediate supervisor at least thirty (30) minutes prior to his/her reporting time. In case of a continuing illness, the employee shall keep his immediate supervisor advised of his/her inability to report to work.

**Section 8. Separation.** No compensation for accrued sick leave shall be allowed for any employee when he/she is separated from County service.

**Section 9. Leave Credit Following Reemployment or Reinstatement.** An employee, who is reemployed following a hearing, layoff, or an expiration of leave without pay, shall have sick leave credits accrued during the previous employment restored. An employee, who is reinstated within a 12-month period after voluntary separation, may have up to one-half (1/2) of his/her previously accumulated sick leave credits restored as determined by the County.

## **ARTICLE 9 – OTHER LEAVES**

**Section 1. Other Leaves of Absence With Pay.** An employee holding a position in the County service shall be granted a leave of absence with pay for: (a) Service with a jury; (b) A job-related appearance before a court, legislative committee or judicial or quasi-judicial body, as a witness in response to a job-related subpoena or other direction by proper authority; (c) Attendance in court in connection with an employee's officially assigned duties, including the time required going to the court and returning to his/her headquarters; (d) Other authorized duties in connection with County business. Employees, who are excused from jury service or court appearance before the end of their workday, shall immediately report their availability for assignment to their supervisor. All jury and witness fees, except mileage and meals received by the employee, shall be turned over to the County.

**Section 2. Other Leaves of Absence Without Pay.** In instances where the work will not be seriously impeded by the temporary absence of an employee, the governing body, upon the recommendation of the department head, may authorize a leave without pay of appropriate duration. Request for such leave must be in writing and must establish reasonable justification for approval of the request. An employee on such authorized leave of absence shall not be considered to be on the payroll of the employer, for payroll purposes only, during the period of the leave. Such leave will not be approved for an employee who is accepting employment outside the County service. Except for educational leave of three (3) months or less duration, any employee who is granted a leave of absence without pay shall first be scheduled for any vacation leave that has accrued to his/her credit before he/she is placed on leave without pay.

**Section 3. Military and Peace Corps Leave.** Military and Peace Corps leave shall be granted in accordance with Oregon Revised Statutes.

**Section 4. Failure to Return from Leave.** Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his/her position with the employer, and his/her position shall thereupon be declared vacated, except and unless the employee, prior to the expiration of his/her leave of absence, has furnished evidence that he/she is unable to return to work by reason of sickness, physical disability or other legitimate reasons beyond his/her control. For reasons of sickness or physical disability, such leave requests shall be reviewed under Article 8, Section 5. For reasons not related to medical issues, such leave requests shall be decided by the department head and shall not exceed one (1) year.

**Section 5. Absence Without Leave.** An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant or leave of absence under the provisions of this agreement shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action.

**Section 6. Protected Leave.** Employees who meet the statutory and policy requirements, shall be eligible for protected leave in the form of family, medical, domestic violence, and military leave in conformance with the Family Medical Leave Act (FMLA), Oregon Family Medical Leave Act (OFMLA), Oregon Victims of Certain Crimes Leave Act (OVCCCLA), and Oregon Military Family Leave Act (OMFLA). Any conflicts in the administration or interpretation of the provisions under either law shall first be resolved by the application of the appropriate federal and/or state statute.

**Section 7. Bereavement Leave.** The amount of authorized bereavement leave shall be the amount required under state and/or federal protected leave laws. If the employee does not qualify under the protected leave policies, he/she may take a maximum of five (5) days for each death in the immediate family, chargeable to any accumulated leave. If the employee has no accumulated leave, the five (5) days will be charged to approved leave without pay.

## **ARTICLE 10 – HEALTH AND WELFARE**

**Section 1. Marion County Benefit Plan.** Marion County shall, within the maximum contribution provided by the County, attempt to provide the best value, most effective health, dental and vision benefits available for employees and their families. Employees will be allowed to use a Section 125 plan for health care, dependent care, transportation expenses, and health insurance premium expenses, as allowed by law.

### **Section 2. Insurance/Retirement Benefits.**

- A. **Life Insurance.** The County will pay the full premium for life and accidental death and dismemberment insurance equal to the employee's base annual salary.

- B. Long-Term Disability. The County will pay the full premium for long-term disability benefits equal to 66 2/3% of employee's base earnings.
- C. Employee Assistance Program (EAP). The County will pay for an Employee Assistance Program that provides for confidential counseling sessions for benefits-eligible employees and their covered dependents, subject to the limitations of the EAP plan.
- D. Optional Insurance Benefits. Employees desiring to participate in other optional insurance programs currently authorized by the Board may do so at their expense with payroll withholding. Employees on a non-paid leave status must make their own arrangements with Marion County's Payroll Division to continue insurance benefits at their own expense, subject to the contract terms and conditions between the County and the insurance carriers.
- E. Retirement.
- (1) PERS/OPSRP. The County will maintain membership in the Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP). The County will contribute six percent (6%) of eligible employees' wages to the employee's Individual Account Program (IAP). The employee shall have no option to receive the amount withheld and contribute directly instead of having it paid by the County to the IAP. Subject to the provisions of Oregon law, the County will participate in the sick leave conversion program under PERS.
- (2) 457 Deferred Compensation Plan. Employees have the option to participate at their expense in the Marion County 457 Deferred Compensation Plan. A financial provider invests employee contributions from payroll withholding into an investment account. The County sponsors plans with Board-approved financial providers.

### **Section 3. Health Insurance Study Committee.**

The purpose and function of the Health Insurance Study Committee will be as follows:

- A. To provide plan design recommendations for health, dental, and vision plans within the County contribution level as closely as possible.
- B. To provide plan design recommendations that provides incentives for employees to be cost-effective health, dental, and vision benefit consumers.
- C. To explore a variety of options and plan designs available at rates within the County contribution level as closely as possible.

- D. To develop recommendations for incentives for employees and families to participate in wellness activities and maintain healthy lifestyles.
- E. To develop recommendations to provide health, dental, vision and wellness communications to County employees and their families to encourage them to be effective medical consumers.
- F. The committee will try to reach a consensus on recommendations for medical, vision and dental plan designs. If unable to reach a consensus, the committee will, by three-fourths vote, reach agreement on recommendations. If unable to reach agreement by consensus or vote, the benefits and risk manager will provide recommendations to the Board of Commissioners for adoption by October 1<sup>st</sup> of the calendar year preceding the benefit plan year.
- G. The committee shall be composed of fourteen (14) voting members: seven (7) representatives from the Employer, four (4) representatives from MCEA, one (1) representative from ONA, one (1) representative from FOPPO, and one (1) representative from MCJEA.
- H. Meetings shall be held at least quarterly. Employees shall be allowed release time in accordance with Article 16. No overtime shall be paid for attendance at these meetings.

#### **Section 4. Employer Health Insurance Contributions.**

- A. The county agrees to contribute up to one thousand five hundred forty-six dollars (\$1,546) per employee, per month, for health, dental and vision benefits for the benefit plan year January 1, 2021, to December 31, 2021.
- B. The county agrees to contribute up to one thousand five hundred ninety-six dollars (\$1,596.00) per employee, per month, for health, dental and vision benefits for the benefit plan year January 1, 2022, to December 31, 2022.

#### **ARTICLE 11 – WORKERS' COMPENSATION**

The employee is covered by workers' compensation, either insured or self-insured, under the County workers' compensation program (described in the Injured Worker Policy), which can be accessed on the intranet page for risk management.

#### **ARTICLE 12 – WAGES**

**Section 1. Compensation Plan.** The County has adopted a compensation plan under which employees



covered by this agreement have been and shall continue to be compensated. Compensation Plans can be accessed on the Intranet page for human resources.

**Section 2. Administration of Compensation Plan.**

- A. Rates of Pay. Each employee shall be paid at one of the rates in the salary range for the classification in which he/she is paid. Employees paid on an hourly basis and working an eight (8) hour workday will be compensated at an hourly rate.
  
- B. Entrance Salary. Normally, an employee will be appointed or reinstated at the entrance rate for the classification. If an appointing authority believes it is necessary to make an appointment or reinstatement above the entrance rate, the appointing authority may do so if allowed by the Marion County Personnel Rules.
  
- C. Merit Increases. Merit increases shall be based on satisfactory service. Employees shall be eligible for in-range merit increases on their established anniversary date until such time as an employee has reached the top step of the classification in which he/she is employed. The eligibility date, for the purpose of this section, shall be the date upon which the employee is granted his/her first in-range merit increase to the second step of his/her salary range. This eligibility date may be changed as a result of the timing of future in-range merit increases, promotions or reclassifications.
  
- D. Eligibility For Merit Increases. A new employee shall be advanced to the second step of the salary range for his/her classification six months from the date of hire after satisfactory service in his/her classification. In those cases where a new employee is appointed above the minimum step of the salary range for his/her classification, his/her eligibility for advancement to the next step shall be the same as though he/she were appointed at the minimum step, unless otherwise ordered by the personnel officer. Thereafter, eligibility for advancement to each succeeding step of the salary range shall be after each additional year of satisfactory continuous service at the preceding step.

Regular employees shall be eligible for Longevity 1 after being on Step 7 for one full year AND employed with the County for a minimum of ten (10) years. Regular employees shall be eligible for Longevity 2 after being on Longevity 1 for a full year AND employed with the County for a minimum of fifteen (15) years. Regular employees shall be eligible for Longevity 3 after being on Longevity 2 for a full year AND employed with the County for a minimum of twenty (20) years.

- E. Movement to a Higher Classification. When an employee is promoted or reclassified to a position in a classification with a higher maximum salary rate, he/she shall be placed on an actual step in the new range, which will provide a minimum of a 5% increase, or to the minimum of the new range. The date of such promotion or reclassification shall establish a new anniversary date for subsequent salary increases.

- F. Movement to a Lower Classification. If an employee is reclassified to a position in a classification with a lower salary range, his/her salary rate may remain the same if it is within the salary range of the lower classification. If the employee's current salary rate is not within the lower salary range, the reduction in wages shall not occur until one year after the effective date of the reclassification. The anniversary date does not change as a result of the movement to a lower classification.
- G. Demotion. Employees who voluntarily demote or are demoted for cause shall be placed in the new range at a step closest to the former rate of pay without resulting in a pay increase. The anniversary date does not change as a result of the demotion.
- H. Reassignment. A reassignment occurs when an employee moves from one position to another position in the same classification and department without going through the recruitment process. An employee who seeks reassignment must submit a written request to the appointing authority. If more than two employees request reassignment to the same position, the appointing authority will decide which employee to reassign.
- When an employee is reassigned to another position in a classification with the same salary range, his/her rate of pay remains the same. Such employee shall retain his/her anniversary date for salary increases and continuous service date for seniority. There is no additional waiting period to access compensation credit, vacation pay or personal holidays following reassignment. If the employee completed the initial service period before the reassignment, the County will not require the employee to complete a new initial service period. If the employee did not complete the initial service period before reassignment, the employee must complete the remainder of the initial service period in the new position.
- I. Salary Range Adjustment. The Board may make, in addition to general salary range changes negotiated between the Board and the Union, adjustments in a salary range or ranges as it determines necessary to attract and hold competent personnel or to provide pay equity between the various classifications.
- J. Working Out of Classification (Acting in Capacity). Any employee temporarily designated to act in the capacity of a position in a classification higher than the employee's regular classification, shall receive a one (1) step pay increase or the minimum step of the higher range whichever is greater, for actual hours worked in the higher classification. Working out of class on a full-time, continuous basis is limited to six (6) consecutive months unless conditions warrant extension, which must be approved by the personnel officer. Positions under filled for training or development purposes and training assignments voluntarily agreed to by an employee shall not be subject to this section.
- K. Shift Differential. Regular full-time employees working evening and night shifts shall receive differential pay of fifty cents (50¢) per hour. Shift differential shall be paid for any shift starting at 2:00 p.m. or later and before 6:00 a.m.

- L. Call Back Pay/Weekend Work. Employees who are called in to work or who are required to work on the weekend (other than regular scheduled rotation plan) shall be compensated for the time worked at one and one-half (1½) times their straight time hourly rate provided, however, that such employees shall be paid for a minimum of two (2) hours for each occasion.
- M. Standby Compensation. The employee shall receive one dollar and fifty cents (\$1.50) per hour as standby compensation for those hours the employee is assigned to standby duty and required to carry a County device (or as mutually agreed upon by the County and employee to be contracted by personal phone in lieu of carrying the County device) and make himself available during non-working hours as described above.
- N. After Hours Consultation. Employees who take a phone call outside of their regular work schedule and are not assigned to be on standby shall be paid at their regular rate of pay in fifteen (15)-minute increments. If a person giving advice by phone talks for less than fifteen (15) minutes, he or she shall be paid for fifteen (15) minutes. If a person giving advice by phone talks for twenty-five (25) minutes, he or she shall be paid for thirty (30) minutes, etc. Multiple calls less than fifteen (15) minutes between the end of the first (1<sup>st</sup>) and beginning of the second (2<sup>nd</sup>) (or more) call(s) will be considered one (1) call.

### **Section 3. Overtime.**

- A. Policy. It is the policy of the County to reduce to a minimum overtime work. The governing body, in coordination with the department heads, shall formulate rules for the allowance or denial of overtime work. If, in the judgment of a department head, work in excess of the workday or workweek, as established by the County, is required, he/she may authorize such overtime. Time worked beyond the established workday or workweek will not be considered overtime unless it has been specifically authorized by the immediate supervisor.
- B. Definition of Overtime. Except as a result of shift rotation, overtime shall be considered as time worked in the employee's regular position in excess of forty (40) hours in a week or over ten (10) hours in a workday for full-time employment. For the purposes of this section, time spent on holiday, jury duty, or paid sick leave shall be considered as time worked.
- C. Overtime Compensation. Compensation for authorized overtime shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay. An employee may choose to be paid in cash or compensatory time. Compensatory time may accumulate to a maximum of 48 hours. Compensatory time must be taken as leave or paid in cash within one (1) year of accrual. Such payment shall be at the employee's rate of pay that is being earned at the time of payment. When an employee is terminated, he/she shall be given cash compensation for the overtime he/she has accrued. The salary conversion table contained in the Pay Plan shall be used as a basis in computing the overtime cash compensation for employees.

**Section 4.** Current nurses who work less than fifty percent (50%) will be paid two (2) additional salary steps until such time as they qualify for fringe benefits. When the nurse qualifies for fringe benefits, their salary will be reduced by two (2) steps.

**Section 5. Preceptor Pay.**

- A. **Student Nurses.** For student nurses doing a practicum with written objectives, the nurse overseeing, managing and evaluating the practicum student will receive a five percent (5%) differential for all hours that the student nurse works with the nurse. If multiple nurses work with a student nurse, each nurse will be compensated for the hours spent training the student nurse. For student nurses doing an observation or shadow, the nurse will not receive the differential unless there is a written objective with a specific skill for the student nurse to learn. If there is a specific skill to be taught and the student to perform, then the nurse will receive a five percent (5%) differential for the time spent on that specific task.
- B. **New Employees & Current Employees Changing Service Areas.** For new nurses or nurses changing service areas, if there is a specific skill that the employee must be taught, then the nurse providing that training will receive a five percent (5%) differential for the time spent on that specific task.

Preceptor pay must be pre-authorized by the supervisor in writing and will not be paid for orientation functions such as understanding policies, learning to access computer programs, learning routes and schedules, showing the nurse around the work area, learning about County/department practices & forms, etc.

**Section 6. Cost-of-Living Adjustment.** Effective July 1, 2020, employees shall receive a two percent (2%) cost-of-living adjustment. Effective July 1, 2021, employees shall receive a two percent (2%) cost-of-living adjustment.

**Section 7. Bilingual Skills.** Employees, whose regular duties include the use of bilingual skills and who are assigned to translate or assist in translation or otherwise use their bilingual skills by their supervisor, shall receive a five percent (5%) differential for all hours worked. Eligibility for the differential will be based on passing a valid, reliable, professionally recognized foreign language test.

**ARTICLE 13 – TRAVEL ALLOWANCES**

**Section 1. Cost of In-State Transportation.** All in-state travel must be approved in advance. The cost of transportation shall be reimbursable to the terms of this agreement. Receipts shall be submitted with the claims for reimbursement for air, train or bus travel, and reimbursement for private automobile transportation. Mileage reimbursement for the use of private vehicles shall be at the current standard IRS mileage rate for business use of an automobile. Mileage shall be computed from odometer readings.

Travel arrangements will be made by the County and paid directly. In the event employees must pay their own travel expenses, reimbursement is on an actual cost basis. Where employees elect to drive private automobiles in lieu of plane or train transportation, reimbursement will not exceed the best available airfare on the day air travel would normally be booked.

**Section 2. Cost of Out-of-State Transportation.** All out-of-state travel must be approved in advance by the health administrator. Only travel for which funds are available may be approved. Written requests for authorization of out-of-state travel must be submitted fifteen (15) days prior to the proposed travel. Requests submitted less than fifteen (15) days in advance must be accompanied by an explanation of the emergency.

**Section 3. Cost of Lodging and Meals.** The County shall reimburse the actual cost of lodging and meals on an actual cost basis. Except in the case of an emergency, the employee shall receive prior approval for all anticipated expenses. In order to receive reimbursement, a receipt must be provided for all expenses. The employer reserves the right to deny expense claims for such things as personal gifts, alcohol, entertainment or excessive expenses.

**Section 4.** The supervisor and the nurse may negotiate the reimbursement of expenses incurred for attendance at voluntary education, training conferences, or meetings.

**Section 5.** Mandatory training is fully reimbursable subject to Sections 1, 2, and 3 above.

## **ARTICLE 14 – HEALTH AND SAFETY REGULATIONS**

**Section 1.** The County shall make reasonable provisions and exercise due consideration regarding the health and safety of its employees during the hours of their employment. Employees shall follow County safety regulations and traffic laws and shall use safety equipment provided by the County. Employees shall be encouraged to report to their supervisors unsafe and potentially hazardous conditions.

**Section 2.** The County shall maintain clean and sanitary places where the employees report to work and provide proper shelter against the elements as well as safety measures as provided for in the Oregon Safe Employment Act.

**Section 3.** The County shall continue to provide gloves and any other equipment required by Oregon Occupational Safety and Health Division (OR-OSHA).

**Section 4.** Employees may refuse to operate any equipment or ride in or on any vehicle they believe is unsafe until the equipment has been mutually inspected and/or corrected by the employee and his/her immediate supervisor and/or qualified person. If, after such inspection, the equipment is determined by the supervisor and/or other qualified person to be safe, the employee may not refuse to operate the

equipment. Employees shall not be disciplined for refusal to operate believed unsafe equipment nor shall refusals to operate such equipment be construed as insubordination until Section 2 has been complied with unless an emergency situation exists.

**Section 5.** All County owned vehicles will be inspected at least annually by a person qualified to perform such an inspection as designated by fleet management. A written evaluation of this safety check will be maintained by Fleet.

**Section 6.** Employees may refuse to perform an unsafe assignment, based on the employee's reasonable professional judgment. If an employee believes an assignment is unsafe, the employee will notify his/her supervisor. The supervisor will take steps to address the safety concerns of the employee or make the determination that the assignment is safe. If the assignment is deemed safe, then the employee may not refuse the assignment. However, employees shall not be disciplined for reasonable refusals to perform an unsafe assignment nor shall reasonable refusals to perform such assignments be construed as insubordination.

## **ARTICLE 15 – DISCIPLINE AND DISCHARGE**

**Section 1.** Disciplinary action may be imposed upon an employee only for just cause using the principles of progressive discipline.

**Section 2.** If disciplinary action is to be taken against an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Discipline may include but not be limited to:

- A. **Oral Reprimand.** This is a warning procedure rather than a disciplinary one and should serve to forestall the employee from being placed in such a position that a more severe form of formal penalty must be used.
- B. **Written Reprimand.** The written reprimand is also a warning procedure. However, the written reprimand is used to put the employee on official notice that future abuse will result in a more severe form of action.
- C. **Suspension Without Pay.** Suspensions are a commonly used form of discipline after an oral and written reprimand. However, it can be used sooner based upon the severity of the misconduct. The County may suspend an employee for disciplinary reasons for a period not to exceed thirty (30) days at any one time by notifying the employee and stating the reasons for this suspension in writing. An employee may acquire no seniority during the period of suspension, regardless of the length of suspension.

- D. Reduction In Pay. Reductions in pay for limited periods of time will be used as a sanction against employees in lieu of suspension generally after an oral and written reprimand. It can be used without previous discipline if the nature and severity of the misconduct warrant the discipline. Employees will be placed on steps in any pay reduction and the reduction will not exceed one (1) year.
- E. Demotions. Demotion, both in pay and to a lower classification, may be used as a form of discipline when discharge is not warranted or when the appointing power believes that the employee has the potential for correcting conduct. Such action shall be subject to the rules governing demotions.
- F. Dismissal. The County may dismiss for just cause any regular employee under the County's jurisdiction. The Employer may omit steps of progressive discipline if the employee's misconduct is of such severity that an immediate dismissal action is required.

**Section 3. Due Process Notice and Meeting.** In any discipline resulting in termination, suspension, or reduction of pay, before the imposition of such discipline, employees shall receive:

- A. A statement of improper conduct, inadequate performance, or other cause for discipline engaged in by the employee; and
- B. A statement that suspension, reduction in pay or dismissal is being considered as a possible sanction to the stated improper conduct, inadequate performance or other cause; and
- C. A statement of the time within which the employee may choose to respond to the statement of cause and statement of discipline under consideration.

An employee who has been notified that suspension, reduction in pay, demotion or dismissal is under consideration must be given this notice at least two (2) full working days prior to the date of the due process meeting to respond to the statements in the notice including providing mitigating evidence. The steward may request an extension that will not exceed three (3) additional full working days. The County and the Union may, by mutual agreement, extend the time to respond past the two (2) or five (5) days.

An employee may then be suspended, reduced in pay or dismissed if:

- (1) The employee has responded to the statements in the notice that suspension, reduction in pay or dismissal is under consideration and the employee's response has been received and reviewed by the appointing power; or
- (2) The employee has not responded to the statements in the notice within the time stated in the notice that suspension, reduction in pay or dismissal is under consideration.

Suspension, reduction in pay or dismissal shall be by written notice to the local president, the ONA representative and the employee. Suspension, reduction in pay or dismissal may be effective upon delivery of notice of discipline to the employee or upon any stated time thereafter. The department management shall consult with the County counsel and human resources prior to the imposition of a suspension, reduction in pay or dismissal.

**Section 4.** Employees may grieve oral and written reprimands to Step 3 of the grievance procedure. If unresolved, they will be considered withdrawn without prejudice by the Association. Any notes concerning the oral reprimand or any documentation of a written reprimand shall be removed from the employee's file three years after the discipline is issued per the request of the employee and if no other similar incident occurs. After removal, the oral or written reprimand shall not be used as evidence in any subsequent grievance or arbitration. Any suspension, reduction in pay or discharge shall be grieved within ten (10) calendar days of the effective date of the action at Step 3 of the grievance procedure.

## **ARTICLE 16 – GENERAL PROVISIONS**

**Section 1. Non-Discrimination.** The provisions of this agreement shall be applied equally to all employees in the negotiating unit without discrimination as to age, marital status, race, color, creed, sex, national origin, Association membership, political affiliation, or any other protected status in accordance with state or federal law. The Association and the County shall equally share the responsibility for the application of this provision.

All references to employees in this agreement designate both sexes and, wherever the male gender is used, it shall be construed to include male and female employees.

The Employer and the Association agree not to interfere with the rights of the employees to become members or refrain from becoming members of the Association, and there shall be no discrimination, interference, restraint or coercion by the County or the Association or any employer or Association representatives, against any employee because of Association membership or non-membership.

All Association activities shall be conducted in a manner, which will not interfere with the effectiveness and efficiency of the employer's operations in serving and carrying out its responsibility to the public. There shall be no soliciting of employees for Association membership during working hours when such soliciting would interfere with the performance of an employee's duties.

**Section 2. Bulletin Boards.** The employer agrees to authorize the use of bulletin board space in convenient places to be used by the Association in communicating with employees.



The Association shall limit its posting of notices and bulletins to such bulletin boards and contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and the business of the Association. Such posting shall not be of a public political nature.

**Section 3. Meetings.** Meetings between the Employer and the Association may be held, if practicable, during regular working hours, on the premises of the Employer and without loss of pay to authorized participating employees. The number of participating employees representing the Association, exclusive of any aggrieved employee, shall be limited to two (2) without loss of pay.

**Section 4. Negotiations.** Negotiations between the parties, as provided by the termination article of this agreement, shall be scheduled to commence at mutually agreeable dates and times. The Association's bargaining committee shall be limited to two (2) members of the Association on pay status.

**Section 5. Strikes and Slowdowns.** The Association agrees not to participate in or sanction any strike, slowdown, walkout, refusal to report to work, or interruptions of work or picketing during the term of this agreement. The County agrees not to lock out employees during the term of this agreement.

**Section 6. Use of County Equipment.** Association officers, stewards and committee representatives shall have the right to use County equipment including, but not limited to, copy machines, computers, and e-mail. The supervisor will not unreasonably deny approval unless it adversely affects the functions, services and operations of the department. Computer use shall be limited to those currently authorized to use such equipment and limited to designated County hardware and software. All such computer use shall be in compliance with current County policy. The Association shall pay for the cost of supplies and material related to such use when required.

**Section 7. Performance Evaluations.** A merit rating of an employee's job performance shall be completed annually.

**Section 8. Job Sharing:**

- A. Job sharing may be permitted provided it does not result in a serious negative impact on service delivery and will not increase the cost of one full-time position (including benefits). Any employee who wishes to work in a job share position may make such a request to the department head. The department head may approve or deny the request based on the operating requirements of the department.
- B. The employees must voluntarily request job sharing positions and the employees must be suitable and qualified for said job sharing position. In no instance will the cost of one full-time position (including benefits) exceed the cost of one position filled by job sharing.

- C. Employees participating in a job share position will receive benefits in accordance with the provisions of this Contract. However, if the employees share a position equally (50-50) each employee shall be eligible to receive one-half (1/2) of the medical and dental insurance plus prorated leave benefits. Each employee shall be required to pay, through payroll deduction, one-half (1/2) of the cost of the benefit. The total cost of the job share position shall not exceed one full-time equivalent (FTE) position. If either employee declines the County provided medical and dental insurance, the other employee may choose to receive the full benefit of the medical and dental insurance.
- D. The medical and dental benefits cannot be split whereby one employee receives the full medical benefit and the other receives the dental benefit. The employees may agree, however, that one employee can receive all the benefits and the other employee will receive none of the benefits.
- E. When a vacancy occurs in a (50-50) job share position or when a job share position is approved, the benefits shall be distributed equally (50-50) unless the employees notify the Human Resources Division that the benefits are to be distributed in a different manner. Changes in the distribution of benefits may only occur once each year during the open enrollment period or when a vacancy has occurred.

**Section 9. Flexibility of Practice.** For flexibility of practice and under the authority and rules for nursing practice, advanced practice activities may be undertaken by nurses, who have received the necessary orientation and training.

#### **ARTICLE 17 – EDUCATIONAL ASSISTANCE**

The County will make a good faith effort to allow up to an average of forty (40) hours per year for all training and education activities for full-time Nurse Practitioners and up to an average of twenty-four (24) hours per year for full-time nurses which are directly related to the employee's responsibilities. Those working less than full-time are eligible for proportional training time. Budgets and schedules will likely impact the amount of available training and education activities.

Education and training expenses will be reimbursed per the department's employee training reimbursement policy.

Requests for time to attend education and training requires management approval. Requests to attend conferences must be submitted six (6) weeks prior to the anticipated leave to allow for scheduling.

#### **ARTICLE 18 – LABOR-MANAGEMENT COMMITTEE**

Marion County and the Oregon Nurses Association hereby agree to create a joint committee for the

purpose of facilitating communication and fostering a model of cooperative problem solving of issues arising during the term of the current agreement.

The Labor-Management Committee (LMC) shall be composed of equal numbers from each party, who, by virtue of their position or office, are authorized to make decisions for their respective constituents. The LMC shall meet as needed to consider the work issues and concerns of the nurses in the Marion County Health and Human Services Department. Each party shall have the responsibility to provide necessary information to the other party and to engage in meaningful problem resolution, if appropriate, to further the mutual goal of a positive and constructive collective bargaining relationship.

The LMC shall serve as an adjunct to the other joint labor management committees within Marion County, but shall not serve as a substitute for them nor as a substitute for the grievance procedure described in this collective bargaining agreement, although nothing shall prohibit the raising and resolving of issues within the LMC that are subjects of grievances or under consideration by other committees. Agreements made by this group shall be binding on the parties subject to the normal ratification process, if necessary.

ONA representatives to this committee will be trained in the Interest Based Bargaining Process and will be relieved from other work responsibilities to attend the LMC meetings. Time spent working on LMC issues shall not result in a loss of pay for the nurses involved.

The LMC meetings scheduled for each year will be published. LMC minutes will be distributed to management and ONA members after each meeting.

Marion County and the Oregon Nurses Association agree to evaluate the effectiveness of the LMC during the next contract negotiations.

## **ARTICLE 19 – SETTLEMENT OF DISPUTES**

**Section 1. Grievance and Arbitration Procedure.** Any grievance or dispute, which may arise between the parties with regard to the application, meaning or interpretation of this agreement shall be settled in the following manner:

- It is the express intent of the parties that grievances be resolved informally and at the lowest level of supervision whenever possible.
- If the grievant so desires to attempt to resolve the matter, the grievant shall submit their response, in writing, to the supervisor and their Association representative.
- Failure to file a grievance within the time limits set out in the contract constitutes a waiver of the right to file or advance the grievance.
- Any or all time limits specified in the grievance procedures may be waived by mutual written consent of the parties.

STEP 1: Should an employee believe that his rights under this agreement have been violated, the matter shall be reported by the employee to his appropriate Association representative. The employee, together with or without his Association representative, shall within fifteen (15) working days of the date of such grievance or knowledge thereof, shall ask the immediate supervisor for a meeting. The parties shall hold one or more meetings to ascertain facts, investigate issues, and acting in good faith, attempt to resolve the dispute. If the dispute is not resolved informally in this manner, the grievant may file a written grievance to the immediate supervisor, using the ONA Grievance Form. The immediate supervisor shall respond, in writing, to the grievant and Association within ten (10) working days following the meeting.

The written grievance shall include:

- A. The name and position of the employee by or on whose behalf the grievance is brought.
- B. The date of the circumstance giving rise to the grievance, and the date of the employee's first knowledge thereof, if later, included in the statement of grievance.
- C. A clear and concise statement of the grievance, including the relevant facts related to the best of the grievant's understanding. The following information should be included in the statement of grievance, if applicable: what date, what happened, and which supervisor.
- D. The specific provision or provisions of this agreement alleged to be violated.
- E. The remedy or relief sought by the employee.
- F. The signature of the person submitting the grievance, and such person's name and position if other than the aggrieved employee.

STEP 2: If the grievance has not been settled, it must be presented in writing by the Association representative or grievant to the division director of the Health and Human Services Department or designee within ten (10) working days after the immediate supervisor's response is due. The division director of the Health and Human Services Department or designee shall meet with the grievant and the Association representative within ten (10) working days of the receipt of the grievance, and together they shall attempt to resolve the matter. The division director or designee shall respond to the Association representative, in writing, within ten (10) working days following the meeting.

STEP 3: If the grievance remains unresolved, it may be represented to the health administrator by the Association representative or grievant within ten (10) working days after the division director's response is due. The health administrator, the Association representative, and the grievant, if the grievant desires, shall meet within ten (10) working days of receipt of the grievance appeal, and together they shall attempt to resolve the matter. The health administrator shall respond, in writing, to the representative within ten (10) working days following the meeting.

**Section 2. Arbitration.** If the grievance remains unsettled, either party may, within ten (10) working days after the reply of the health administrator or his designee is due, by written notice to the other, request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Association within five (5) working days after notice has been given. If the parties fail to select an arbitrator, the State Employment Relations Board shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Association shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name. The process will be repeated and the remaining person shall be the arbitrator. The arbitrator shall begin taking evidence and testimony as soon as practical after his/her selection. The arbitrator shall render a decision no later than twenty (20) calendar days after the conclusion of the final hearing. The power of the arbitrator shall be limited to interpreting this agreement and determining if it has been violated and to resolving the grievance within the terms of this agreement. The decision of the arbitrator shall be binding on both parties. The cost of the arbitration shall be borne equally by both parties. Each party shall be responsible for costs of presenting its own case to arbitration.

## **ARTICLE 20 – SCOPE OF AGREEMENT**

This document constitutes the sole and complete agreement between the Association and the Employer and embodies all the terms and conditions governing the employment of employees in the negotiating unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, which is or may be subject to negotiation. Any prior written or unwritten commitment or agreement between the Employer and the Association or any individual employee on a matter specifically covered by this agreement is hereby superseded by the terms of this agreement.

## **ARTICLE 21 – SAVINGS CLAUSE**

Should any of the provisions of this agreement be found by a court of competent jurisdiction to be unlawful, unenforceable, or made illegal through enactment of state or federal law, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

## **ARTICLE 22 – CONTRACTING OUT**

**Section 1. Definition.** “Contracting out” is defined as follows: Entering into an agreement/contract with the private sector or public agency to provide a service previously performed by bargaining unit employees. The term “contracting out” does not include the refusal of the Board of Commissioners to provide a service and/or the refusal of the Board of Commissioners to accept local, state or federal funds to provide a service previously performed by bargaining unit employees.

**Section 2.** The Union recognizes that the County has the management right to decide to contract out bargaining unit work to the private or public sector. Such decisions shall, however, be made only after the affected department has conducted a formal feasibility study determining the potential cost and other benefits, which would result from contracting out. The County agrees to notify the Union within five (5) business days of its decision to conduct a formal feasibility study indicating the job classifications and the work areas affected. The County shall provide the Union with no less than thirty (30) calendar days notice that it intends to contract out bargaining unit work. The notification by the County to the Union of the results of the feasibility study will include all pertinent information, bids and other data upon which the County based the decision to contract out the work including, but not limited to, the total cost savings the County anticipates.

The County and the Union shall meet within five (5) working days of the delivery by the County to the Union of all pertinent information upon which the County based the decision to contract out. The Union shall have thirty (30) days to submit an alternative proposal. No contract will be awarded pending the timely receipt of the Union's proposal. If the Union's proposal would result in providing quality and savings equal to or greater than that identified in the management plan, the parties shall agree in writing to implement the Union proposal.

Should any full-time bargaining unit member be laid off or displaced as a result of contracting out, the County and the Union shall meet to discuss the effect on the individual(s). The County's obligation to discuss the effect of such contracting out does not obligate it to secure the agreement of the Union or to exhaust the dispute resolution procedure in this agreement or under the Public Employee Collective Bargaining Act set forth in ORS 243.650 through ORS 243.782 concerning the decision or the impact of the contracting out.

**Section 3.** Prior to following the regular recruitment and selection process, employees displaced by contracting out shall be placed in positions within Department service for which they are qualified as the positions become available. However, such placement shall not take precedence over placement of other employees through recall from layoff, return from on-the-job injury status, promotions or transfers. If there are multiple displaced workers qualified for a position, the department head or appointing authority shall select the most qualified applicant.

## **ARTICLE 23 – SEASONAL POSITIONS**

**Section 1.** Seasonal positions are positions designated as positions that are filled only for the academic year on an ongoing basis. Annually, the positions will be furloughed at the end of the school year. Except as detailed in this article, all other contract provisions apply to these positions the same as other ONA-represented positions.

If there is work available during school breaks (i.e., winter break, spring break) or the summer months, the

employee may be hired to perform temporary assignments within their current department.

**Section 2. Positions Below 0.50 FTE.** Positions below 0.50 FTE do not accrue leave. When there are breaks during the school year and for the summer months, the employee will be placed on leave without pay. If the employee is on unpaid leave for more than ten (10) workdays within a calendar month, the County will adjust their anniversary date by one month.

**Section 3. Positions at 0.50 FTE or Above.** Positions at or above 0.50 FTE accrue leave. When there are breaks during the school year and for the summer months, the employee will use accrued vacation leave or will be placed on leave without pay if no vacation leave is available. If the employee is on unpaid leave for more than ten (10) workdays within a calendar month, the County will adjust their anniversary date by one month.

If the employee is on unpaid leave for a length of time that affects medical and dental benefits, the employee will contact Benefits to discuss options.

## **ARTICLE 24 – LIFE OF AGREEMENT AND TERMINATION**

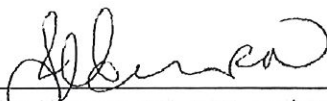
**Section 1.** This agreement shall be in effect as of July 1, 2020, and shall remain in full force and effect until the 30<sup>th</sup> day of June 2022. If either party wishes to renew or modify the agreement as of July 1, 2022, notification of such renewal or modification must be submitted in writing by January 1, 2022. Negotiations for a subsequent contract are to begin on or about March 1, 2022.

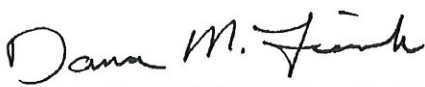
**Section 2.** This agreement shall remain in full force and effect during the period of negotiations. This agreement may be terminated upon written notice by either party, subsequent to the expiration date, declaring that impasse has been reached.

**Section 3.** Any letters of agreement must be signed by the County administrator, appropriate department head, and chief human resources officer, and the designated representatives of the Oregon Nurses Association to be valid. Such letters of agreement shall be attached and made part of the labor agreement. Any letters of agreement not mutually renewed prior to adoption of this agreement or reached as a result of the process noted above shall become void and invalid.

IN WITNESS WHEREOF, the parties hereto have set their hand this 17<sup>th</sup> day of June 2020.

MARION COUNTY ONA

By:   
Jessica Hanson, RN, BSN, and Secretary

By:   
Dana Finch, RN, BSN, and Membership

By:   
Melanie Breedlove, RN, BSN,  
and Bargaining Team Member

By:   
Gary Aguiar  
Labor Relations Representative for ONA

MARION COUNTY, OREGON

By:   
Colm Willis, Chair

By:   
Sam Brentano, Commissioner

By:   
Kevin Cameron, Commissioner

By:   
Ryan Matthews, Acting Administrator  
Health and Human Services

By:   
Colleen Coors-Chaffins, Director  
Business Services

By:   
Michelle Shelton  
Chief Human Resources Officer