

PROFESSIONAL AGREEMENT

between

OREGON NURSES ASSOCIATION

and

BENTON COUNTY

July 1, 2021 – June 30, 2025

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PREAMBLE

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

6

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

13

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

17

ARTICLE 1 – RECOGNITION

18 **Section 1.1 Association Recognized.**

19 The County recognizes the Association as the sole and exclusive bargaining
20 agent, for the purpose of establishing wages, hours and conditions of
21 employment, for all regular, limited duration, and seasonal nurses of Benton
22 County excluding supervisory and confidential employees as defined in ORS
23 243.650, and student interns as defined in Section 1.3, and mental health
24 nurses who are members of the American Federation of State, County and
25 Municipal Employees. All references to nurses in the agreement designate
26 both sexes and whenever either gender is used it shall be construed to
27 include both male and female nurses.

28

29 **Section 1.2 Definitions.**

30 A regular nurse is defined as a member of the bargaining unit who occupies
31 a position with an established FTE of .50 or greater.

1 **Section 1.3 Employment Categories.**

2 For the purposes of this agreement, the Employment Categories shall be as follows:

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

5

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

9

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

20

21 D. Intermittent (On-Call) employee is available on an irregularly
22 fluctuating basis because of the nature of the work. A person
23 appointed to an intermittent position shall be informed in writing at the
24 time of appointment that the position has been designed as an
25 intermittent position and that the employee may expect to work only
26 when work is available. A person who is appointed to an intermittent
27 position may be scheduled for work at the discretion of the supervisor
28 when the workload of the position so justifies without any penalty pay
29 provision for short notice. Lack of work for an employee appointed to
30 an intermittent position shall not be considered a layoff. Intermittent
31 (On-Call) employees are not eligible for holiday, vacation, sick leave,
32 or personal leave accrual. Intermittent (On-Call) employees are not
33 members of the collective bargaining units, and do not have bumping
34 or recall rights under Article 16 of this agreement. (Example: Elections

1 Workers, On-Call County Mail, and On-Call Custodial Staff).
2 Employees in this category will work less than 1040 hours in a fiscal
3 year.

4

5 E. Limited Duration employee is hired to perform special studies or
6 projects of uncertain or limited duration, or for replacement of an
7 employee on an extended leave of absence. Such appointments shall
8 be for a stated period no less than six (6) months but not exceeding
9 two (2) years and can expire upon the earlier termination of the
10 special study or projects. Limited Duration employees have all the
11 rights of regular status employees except that they are not entitled to
12 layoff rights. Employees who are in Limited Duration positions and are
13 not also regular status nurses have all the rights of regular status
14 employees except bumping and recall rights under Article 16 of this
15 agreement.

16

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

22

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

26

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

29

30 F. Temporary employees shall be used for the purpose of meeting short-
31 term, emergency workload needs. A temporary appointment or
32 position shall not exceed the equivalent of six (6) calendar months or
33 1040 hours in a fiscal year. When a temporary or limited part time
34 nurse works over 1040 hours in a fiscal year, it automatically starts a

1 review. Each review will include HR, ONA and the manager to discuss
2 the current status and future forecast of hours. Temporary employees
3 are not members of the collective bargaining units, are not eligible for
4 accrual of holiday, vacation, sick, or personal leave, and do not have
5 bumping or recall rights under Article 16 of this agreement. Temporary
6 employees can, however, apply for regular status positions open to
7 internal candidates only; and if appointed to a regular position in the
8 same department in which the temporary position was situated, may
9 receive credit toward their probationary period according to Article 15,
10 Probationary Period.

11
12 G. Student Interns can work for school credit and/or a nominal salary in
13 order to combine classroom theory with practical experience in the
14 workplace. Benton County is a partner with Benton County schools
15 and institutions of higher education in support of the State of Oregon's
16 School Intern and School-to-Work program.

17

ARTICLE 2 – GENERAL PROVISIONS

18 Section 2.1 Zipper Clause.

19 Nothing herein shall preclude the County and the Association from meeting
20 as provided for in the Labor Management Advisory Committee (LMAC) as
21 defined in Article 23 during the term of this agreement.

22

23 Section 2.2 Notice Period Defined.

24 In all cases herein where a notice period is referred to in terms of working
25 days, that period shall be construed as County business days, Monday
26 through Friday, 8:00 AM to 5:00 PM excluding County recognized holidays. It
27 shall not refer to an individual nurse's working days. If any provision of this
28 agreement requires a notice and at the same time fails to specify the length
29 of such notice, it shall in all cases be ten (10) working days.

ARTICLE 3 – MANAGEMENT RIGHTS

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

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

8

9 B. To determine the County's financial, budgetary and accounting
10 procedures.

11

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

14

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

18

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

24

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

27

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

30

31 H. To establish, revise, and implement reasonable standards for hiring,
32 classification, promotion, quality of work, safety materials, and
33 equipment.

- 1 I. To implement new, and/or to revise or discard, in whole or in part, old
2 methods, procedures, materials, equipment, facilities or standards.
3
- 4 J. To assign shifts, workdays, hours of work, and work locations.
5
- 6 K. To designate and to assign all work duties.
7
- 8 L. To determine the need for and the qualifications of new nurses,
9 transfer of nurses, and promotions.
10
- 11 M. To discipline, suspend, demote, or discharge a nurse so long as such
12 action follows the tenets of just cause as defined in Article 20.1; and
13 probationary nurses at the pleasure of the appointing authority,
14 pursuant to Article 15.1.
15
- 16 N. To determine the need for additional educational courses, training
17 programs, on-the-job training, and/or cross training, and to assign
18 nurses to such duties for periods of time designated or determined by
19 the County.
20

ARTICLE 4 – ASSOCIATION RIGHTS

21 Section 4.1 Dues Deduction

22 While this agreement is in effect, the County agrees to deduct the monthly
23 membership dues from the pay of those nurses who individually request, in
24 writing, such deductions, and to remit the aggregate thereof, to the
25 Association, not later than the tenth (10th) day of the next succeeding month,
26 together with an itemized statement thereof.

27
28 The Association will provide to the County a list identifying the member
29 additions, deletions, or rate changes for the County to deduct from the
30 nurse's wages to pay dues, fees, and any other assessments or authorized
31 deductions to the Association.

1 The Association shall indemnify, defend and save the County and/or any of
2 its management employees for any costs incurred through any court or other
3 legal proceeding instituted by any nurse in the bargaining unit as a result of
4 the application of this section.

5

6 **Section 4.2 Changed Status.**

7 A bargaining unit employee shall notify the Association in writing of a desire
8 to change their membership status. They are required to mail such requests
9 to the Association to the attention of the membership coordinator at:

10

11

ATTN: Membership Coordinator

12

Oregon Nurses Association

13

18765 SW Boones Ferry Road, Suite 200

14

Tualatin, Oregon 97062

15

16 Upon receipt, the County will begin deducting the amount that reflects the
17 bargaining unit employee's changed membership status.

18

19 **Section 4.3 Nurse Listing.**

20 Within ten (10) calendar days from the date of hire for newly hired nurse, the
21 County will provide the following information in the nurse's records:

22

- The nurse's name and date of hire;

23

- Contact information, including cellular, home and work telephone numbers, any means of electronic communication (work and personal email addresses);

24

25

- Home address;

26

- Job Title, Department, Location, and Wage.

27

ARTICLE 5 – ASSOCIATION ACTIVITY

28 **Section 5.1 Non-Discrimination.**

29 Neither the County nor the Association shall interfere with the right of nurses
30 covered by this agreement to become or not become members of the
31 Association. The provisions of this agreement shall be applied to all
32 members of the bargaining unit equitably to the extent that specific working
33 of the agreement allows.

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Section 5.2 Association Responsibility.

The Association recognizes its responsibility as bargaining agent and agrees to represent all nurses with respect to grievances as herein defined. Such representation shall be afforded any nurse within the bargaining unit whether or not that nurse is a member of the Association. Nothing in this section shall be construed to require the Association to pursue grievances that the Association considers invalid.

Section 5.3 Association Activities.

Except as otherwise herein expressly permitted or agreed to by the County, Association business, other than grievances, shall be transacted outside of normal working hours (an exception to this provision may be granted if a request is made by the Association representative to Human Resources). An Association representative may enter County property to conduct Association business provided that they give notice of their presence to the Department Director or appropriate County representative.

The Association agrees to provide written notification to the County within ten (10) working days following election or selection of Association representatives, stewards, or other Association officers. The chief steward or an alternate steward may conduct Association business directly related to the filing and subsequent processing of a nurse's grievance during working hours without loss of compensation provided that at least a twenty-four (24 hour) notice, is given to the Department Director or their designee.

Duties required by the Association of its stewards, excepting attendance at meetings with the County supervisory personnel and aggrieved nurses concerning grievance matters, shall not interfere with their or other nurses' regular work assignments.

1 Performance of duties identified above, which are authorized to be performed
2 during regular working hours, shall not result in loss of pay.

3

4 Association officers, stewards, and Labor Representatives may use County
5 telephones for the purpose of notifying membership of meetings and may
6 use County meeting space. County mailboxes may also be used to
7 communicate Association business. County owned copy machines,
8 telephones, computers, electronic mail, and facsimile machines may be used
9 for grievance matters. The above-mentioned equipment may also be used for
10 communications between the Association Officers and the ONA Labor
11 Representatives during negotiations.

12

13 **Section 5.4 Orientation.**

14 The County will establish and notify the Association president of the regular
15 time schedule for new employee orientations (NEO). An Association
16 representative will be allowed thirty (30) minutes without loss of pay to
17 present information to their bargaining unit members at the regularly
18 scheduled Human Resources NEO meeting. The Association will provide
19 Human Resources with a current listing of members authorized by the
20 Association to present the Association's new member orientation. Before
21 each meeting, the County shall provide the name(s) of nurse orientee(s)
22 scheduled to be in attendance.

23

24 The Association shall be allowed to furnish informational packets, which shall
25 be filed in the Human Resources Department. These packets will then be
26 given to each new prospective bargaining unit member by the Human
27 Resources Department at the time that benefit forms are being explained and
28 completed.

29

30 When a new nurse is unable to attend the initial NEO, the newly hired nurse
31 shall attend the next NEO or the Association will hold an individual member
32 orientation for up to thirty (30) minutes on paid time.

ARTICLE 6 – STRIKES AND LOCKOUTS

1 **Section 6.1 No Strike.**

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

13

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

26

27 **Section 6.2 No Lockout.**

28 During the term of this agreement, the County will not instigate a lockout over
29 a dispute with the Association so long as there is no breach of Section 1.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

Section 7.1 Application of This Article.

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

Section 7.2 Regular Hours.

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

Section 7.3 Flex Schedules.

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

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

1 **7.3.1 Work Schedules.**

2 Excepting emergencies, normal work schedules shall not be changed
3 unless ten (10) working days' notice is provided to the nurse, however,
4 if mutually agreed by the Supervisor and the nurse, the ten (10)
5 working day notice period may be waived.

6

7 **Section 7.4 Normal Work Week.**

8 Excluding meal periods, the normal work week shall consist of forty (40)
9 hours per week, not to be worked in excess of five (5) consecutive days with
10 at least two (2) consecutive days off, or four (4) consecutive days with three
11 (3) consecutive days off. Department heads shall have the authority to initiate
12 either five (5) day or four (4) day work weeks, consistent with priorities and
13 efficiencies established by the County. The normal workweek shall begin at
14 12:00 A.M. Sunday and end on the following Saturday at 11:59 P.M.

15

16 **Section 7.5 Overtime Premium for Non-Exempt Nurses.**

17 Except when a flex schedule is agreed to pursuant to Section 3 of this Article,
18 a nurse classified as non-exempt under State and Federal wage and hour
19 law shall be paid or granted compensatory time off at one and one-half (1½)
20 times their regular rate for all hours worked in excess of forty (40) hours in
21 any scheduled work week. All hours paid by the County, including but not
22 limited to actual hours worked, paid PTO, paid PTO leave, and paid holiday
23 leave, shall apply. Payments from non-County sources, including but not
24 limited to workers' compensation and long-term disability shall not constitute
25 salary paid by the County. Accrued compensatory hours in excess of forty
26 (40) hours shall be paid in the pay period in which they were earned.

27

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

1 **Section 7.6 Overtime Distribution for Non-Exempt Nurses.**

2 Overtime shall be approved in advance and insofar as reasonable and
3 possible, overtime work shall be distributed equally to nurses within the same
4 job classification in each department.

5

6 **Section 7.7 Back-up to Triage Service.**

7 A. Nurse Practitioners (NPs) will participate in the weekly rotation
8 providing back-up to the vendor providing after hours triage service.

9

10 B. NPs will be paid fifty dollars (\$50.00) per week for serving as back-up.
11 The schedule will rotate weekly among designated providers.

12

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

15

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

18

19 **Section 7.8 Unscheduled Work.**

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

26

27 B. **Call Back Time.** Nurses called back to work outside their regularly
28 scheduled shift shall be paid a minimum of three (3) hours or the
29 actual time worked, whichever is greater at one and one-half (1½)
30 times their regular rate of pay. Shift extensions do not qualify any
31 nurse for call-back-pay, however shift extensions may qualify the
32 nurse for overtime payments pursuant to Section 5 of this Article.

1 **Section 7.9 Meal and Rest Periods.**

2 **FLSA Non-exempt Nurses.** All work schedules shall provide each nurse a
3 fifteen (15) minute rest period during each one-half ($\frac{1}{2}$) of an eight (8) hour or
4 ten (10) hour shift. Rest periods shall be scheduled at the middle of each
5 shift whenever possible. Nurses who are authorized by their supervisors to
6 work beyond their regular quitting time shall receive an additional fifteen (15)
7 minute rest period before they begin the next succeeding shift. In addition,
8 nurses shall be granted regular rest periods during each additional shift as
9 noted herein.

10
11 Rest periods that are not utilized during any shift shall not be considered for
12 the purpose of determining overtime payments. Rest periods shall be
13 scheduled in a manner, which will not interrupt the efficient operation of the
14 department.

15
16 Nurses shall receive a lunch period of at least one-half ($\frac{1}{2}$) hour, and no
17 more than one (1) hour during each work shift. Whenever possible, lunch
18 periods shall be scheduled at the middle of the shift. Length of meal periods
19 shall be determined by and in accordance with existing routines in each
20 department.

21
22 Rest and mealtime not utilized as provided in this Article may not accumulate
23 for later use.

24
25 **Section 7.10 Nurse Practitioners: Voluntary Extra Shifts.**

26 Full-time Nurse Practitioners who volunteer to work a shift on a regularly
27 scheduled day off in addition to their regular schedule shall be paid at the
28 rate of one and one-half ($1 \frac{1}{2}$) times their regular rate of pay for work
29 performed on such days.

ARTICLE 8 – HOLIDAYS

1 **Section 8.1 Holidays.**

2 The following are recognized holidays:

- | | | | |
|----|----|-------------------------------|---------------------------------|
| 3 | 1. | New Year's Day | January 1st |
| 4 | 2. | Martin Luther King's Birthday | on the 3rd Monday in January |
| 5 | 3. | President's Day | on the 3rd Monday in February |
| 6 | 4. | Memorial Day | on the last Monday in May |
| 7 | 5. | Independence Day | July 4th |
| 8 | 6. | Labor Day | on the 1st Monday in September |
| 9 | 7. | Veteran's Day | November 11th |
| 10 | 8. | Thanksgiving Day | on the 4th Thursday in November |
| 11 | 9. | Christmas Day | December 25th |

12

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

16

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

19

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

22

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

24

25 **Section 8.2 Holiday Date Modification.**

26 The above noted holidays may be modified by mutual consent if they are
27 inconsistent with state and/or federal actions subsequent to this agreement.

28

29 **Section 8.3 Holiday Pay.**

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

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

6

7 **Section 8.4 Observed Holidays.**

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

14

15 **Section 8.5 Holiday During Leave.**

16 A nurse shall receive holiday pay if the holiday falls during any authorized
17 period of County leave with pay. Should a nurse be on authorized sick or
18 PTO leave with pay when a holiday occurs, the nurse shall receive holiday
19 pay, and such holiday shall not be charged against their sick or PTO
20 accruals. Payments received from non-County sources, including but not
21 limited to worker's comp and long-term disability, shall disqualify the nurse
22 from receiving holiday pay pursuant to Section 3 of this Article.

23

24 **Section 8.6 Holiday Work.**

25 Any member of the bargaining unit who is required to work on any of the
26 holidays listed in Section 1 of this Article shall be paid or granted paid
27 compensatory time-off, at the County's discretion as follows. In addition to
28 their regular salary, time and one-half (1½) for all hours worked for the first
29 eight (8) or ten (10) hours of holiday work, in addition to their regular salary,
30 double time for all hours worked. The intent of this language is to pay a total
31 compensation for holiday work of two and one-half times (2½) the regular
32 rate of pay for the first eight (8) or ten (10) hours of holiday work, and a total
33 of three (3) times the regular rate of pay for all overtime work.

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

5

ARTICLE 9 – WEATHER AND DISASTER EMERGENCIES

Section 9.1 Leave Due to Adverse Weather Conditions.

7 In the event of adverse weather conditions that may jeopardize a nurse's
8 ability to travel to or from work, the nurse may request paid leave. The nurse
9 may use any of their leave accruals, including PTO, to cover this leave. If the
10 nurse has no leave accruals, this leave shall be without pay. (This provision
11 does not apply to emergency personnel.)

12

Section 9.2 Leave Due to Disaster.

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

21

22 If the employee has no leave accruals, all time off, excluding the day of the
23 incident, shall be without pay.

24

ARTICLE 10 – PAID TIME OFF (PTO) AND PERSONAL LEAVE

- 25 • Paid Time Off shall integrate PTO time and sick time
- 26 • PTO shall be owned by the employees, there will not be separate banks, one
27 owned by employees (PTO), one owned by employer (sick time).
- 28 • Cash out is 1 to 1 upon departure from County
- 29 • Existing sick leave banks will be set aside for long term leave or catastrophic
30 illness. Existing leave can be used after 3 consecutive days of absence.

- 1 • The County shall contribute forty dollars (\$40) per month towards the premium
 2 for AFLAC Short Term Disability Insurance for each nurse who enrolls in
 3 coverage.
 4 • Two (2) times annual accrual can be carried over.

5

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

8

9 **Section 10.1 PTO accrual**

Length of Service	PTO accrual hours per month
0-6 months	5 to be used for illness or injury only
6 months-3 years	14
4-8 years	16
9-13 years	18
14-18 years	20
19-23 years	22
24+ years	24

10 Part-time regular nurses shall be granted PTO on a prorated basis, according
 11 to their position's established FTE. As applied to this Article, the fiscal year
 12 will end on June 30th.

13

14 **Section 10.2 Scheduling.**

15 Whenever practical, and consistent with the needs of the County and the
 16 availability of PTO relief, nurses shall have the right to select split or full PTO
 17 leaves. The nurse must request PTO leave in writing to their supervisor,
 18 allowing at least as much notice to the supervisor as leave being requested,
 19 but in no event less than one (1) full day. The PTO will be considered
 20 granted unless the County makes a written denial within the aforementioned
 21 notice period. With mutual consent of the supervisor and the nurse, the
 22 notice period may be waived.

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

5

6 **Section 10.3 PTO Accrual.**

7 PTO leave equivalent to the annual PTO accrued by the nurse in the
8 preceding fiscal year may be carried over for one (1) year. (i.e., the maximum
9 PTO hours accumulated may not exceed twice the nurse's annual accrual).

10

11 Every nurse shall be granted reasonable opportunity to utilize their accrued
12 PTO leave. Unreasonable denial by the County of a nurse's request to use
13 accrued PTO leave will not result in forfeiture of such leave.

14

15 Nurses who have reached their maximum accrual rate and are in jeopardy of
16 losing additional PTO accruals can request a three-month extension of the
17 maximum rate in order to take the leave rather than lose it. Extensions to the
18 PTO maximum accrual may be approved by the Human Resources Director
19 when requested in writing by the Nurse's department director. Exceptions
20 may be approved a maximum of once each fiscal year.

21

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

24

25 **Section 10.4 Termination or Death.**

26 Upon voluntary or involuntary termination of a nurse, all accrued PTO leave
27 shall be paid to the nurse. On the death of a nurse, all accrued PTO leave
28 shall be paid to their estate.

29

30 **Section 10.5 Continued PTO Credit.**

31 In case of an absence due to an illness or injury, a full-time regular employee
32 shall continue to earn PTO credit for a maximum period of six (6) months
33 (1040 hours). A part-time regular employee's ability to earn PTO credit shall
34 be pro-rated in direct proportion to their established FTE. In leave without

1 pay situations, accruals do not continue with the exception of workers'
2 compensation and approved FMLA leaves.

3

4 **Section 10.6 Personal Leave.**

5 FLSA-exempt Nurses may regularly require work in excess of 40 hours a
6 week and are eligible to receive Personal Leave in lieu of overtime. The
7 guidelines for personal leave are as follows:

8 A. Exempt Nurses will be granted sixty-four (64) hours per fiscal year of
9 Personal Leave. New Nurses will receive Personal Leave hours in full
10 hour increments for the remainder of the fiscal year on a pro-rated
11 basis based on their adjusted service date (1st or 17th of the month of
12 hire).

13

14 B. Unused Personal Leave shall not be carried over to the next fiscal
15 year.

16

17 C. Personal leave may be used in hourly increments.

18

19 D. Personal leave balances are not paid out at termination.

20

21 E. Nurses who work less than full time shall not be eligible for personal
22 leave.

23

24 F. As applied to this section, the fiscal year runs July 1 - June 30.

25

ARTICLE 11 – SICK LEAVE

26 See Article 10. Paid Time Off (PTO)

27

28 **Section 11.1 On-The-Job Accident.**

29 Any nurse who sustains an accident while on the job for the County, which
30 results in a compensable worker's compensation claim, shall be covered
31 under the County's workers' compensation program.

1 A decision on acceptability/compensability of a claim is normally made within
2 the first fourteen (14) days of an injury or illness and if not, the insurance
3 carrier is required to pay time-loss during the term of the investigation or until
4 such time as compensability is determined. The County shall allow
5 employees who file a workers' compensation claim to use any leave accrual
6 during the first fourteen (14) calendar days of an alleged workers'
7 compensation injury or illness. Once the worker's compensation carrier either
8 accepts the claim or commences payment of time-loss to the nurse, the
9 County will cease salary payments chargeable to the above-mentioned
10 leaves until the nurse returns to work. The nurse will rely on time-loss
11 payments from the workers' compensation carrier for their compensation.
12

13 The computed hourly rate normally used for payroll computation purposes
14 during any given payroll period shall be used for computing compensation
15 chargeable to leave from the County under this section.
16

17 During the term of the workers' compensation claim, the County shall
18 continue full insurance coverage for Association nurses enrolled prior to the
19 workers' compensation injury or illness. This continuation provision shall not
20 extend for a period greater than that, which is specified in the County's
21 Personnel Policies, or six (6) months, whichever is greater.
22

23 For injuries or illness which extend for partial calendar months, the County
24 will make up for any premium co-payment which is not covered by the
25 nurse's normal payroll. For injuries, which extend beyond a calendar month,
26 the County will pay the full premium, including any co-payment, which the
27 nurse was required to pay.
28

29 **Section 11.2 Continued PTO Credit.**

30 In case of an absence due to an illness or injury, a full-time regular employee
31 shall continue to earn PTO for a maximum period of six (6) months (1040
32 hours). A part-time regular employee's ability to earn PTO shall be pro-rated
33 in direct proportion to their established FTE. In leave without pay situations,

1 accruals do not continue with the exception of workers' compensation and
2 approved FMLA leaves.

3

4 **Section 11.3 Scope.**

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

22

23 **Section 11.4 Retirement, Disability or Death.**

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

31

32 Nurses hired on or after August 1, 1999 shall have the option to receive
33 payment of up to one-half (1/2) of their accumulated sick leave in cash, and
34 their remaining accumulated sick leave shall be used to calculate their final

1 average salary for retirement benefits by PERS in accordance with the
2 provisions of any applicable statutes.

3

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

6

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

9

10 **Section 11.5 Unused Sick Leave Conversion.**

11 At the completion of each fiscal year, each nurse, regardless of years'
12 service, may convert unused sick leave into vacation leave at the rate of two
13 (2) hours of sick leave for one (1) hour of vacation. Beginning with the 1999-
14 00 fiscal year, each nurse with ten (10) years' service and beyond may
15 convert unused sick leave into vacation leave at the rate of one and one-half
16 (1½) hours of sick leave for one (1) hour of vacation. This shall be done as
17 follows:

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

22

23 B. Only sick leave accrued in the immediate prior fiscal year, less sick
24 leave used in the immediate prior fiscal year, may be converted. As
25 applied to this Article, the fiscal year will end on June 30th.

26

27 C. All conversions must be accomplished during the period of July 1st
28 through July 31st of each fiscal year, or at the time of voluntary
29 termination.

30

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

1 Section 11.5 in its entirety is not available to nurses hired on or after October
2 1, 2002.

3

4 **Section 11.6 Leave Donations.**

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

12

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

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

17

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

20

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

23

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

26

27 E. PTO or sick leave hours cannot be transferred upon donor's
28 termination of employment.

29

30 F. Donee requests for PTO or sick leave donations must be approved by
31 the Human Resources Director. Only donee or Department Head is
32 eligible to request PTO or sick leave donations. Requests must be
33 accompanied by acceptable medical documentation. Upon approval,
34 donation requests will be made by the HR Director to County

1 employees. If requested, all information regarding specific details of
2 the medical emergency and/or the donee's name will be kept
3 confidential.

4

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

9

10 H. The County will continue to pay the employer's share of the medical
11 and dental premiums while the nurse is receiving long-term disability
12 and is employed by the County.

13

14 I. Upon presentation of proper medical authorization of ability to return
15 to work, any nurse who is terminated from employment while on long-
16 term disability will be given recall rights for eighteen (18) months
17 following termination.

18

ARTICLE 12 – OTHER LEAVES OF ABSENCE

19 Section 12.1 Leave Procedures.

20 Nurses may request leaves of absence. Each request shall be judged by the
21 Department Director on its individual merit and on the basis of the guidelines
22 provided herein.

23

24 No leave of absence, with or without pay, shall be granted unless a request
25 is submitted in writing by the nurse to the Department Director. With the
26 exception of emergencies relating to Family Medical Leave, approval of
27 leaves of absence shall be obtained prior to beginning the leave. All paid
28 leaves shall be considered time worked. Leaves of absence without pay shall
29 not be considered time worked, and the nurse shall not accrue benefits,
30 seniority, or other conditions noted herein during leaves without pay.

1 **Section 12.2 Leave Without Pay.**

2 The Department Director shall, for any reasonable purpose, grant a leave of
3 absence without pay. Prior to beginning a leave without pay, the nurse must
4 first exhaust all PTO and compensatory accruals. Leave without pay shall be
5 submitted in writing to the Department Director, and at their discretion, may
6 be approved. Denial of a leave of absence without pay request shall not be
7 arbitrary or capricious. Requests for a leave of absence without pay,
8 including for humanitarian purposes will be granted subject to business
9 operation's needs. These will be reviewed on a case by case basis.

10

11 **Section 12.3 Family and Medical Leave.**

12 A nurse may request up to twelve (12) weeks of leave during any twelve
13 (12)-month period for the purpose of caring for a child following birth,
14 adoption, or foster care; for a spouse or domestic partner, son, daughter,
15 parent, or parent-in-law who has a serious chronic, temporary or permanent
16 health condition, physical or mental disability; or for a serious chronic or
17 temporary condition that renders the nurse unable to perform their job. The
18 nurse may choose to utilize this leave on an incremental (hourly) or full-time
19 basis and may further choose to coordinate this leave with an accepted
20 workers' compensation claim.

21

22 Requests for this leave shall be made in writing to the Department Head and
23 forwarded to Human Resources. The Human Resources Leaves
24 Administrator may ask for doctor's verification of illness.

25

26 To be eligible for family and medical leave, a nurse must have completed
27 their initial probationary period.

28

29 The nurse must utilize accrued leave balances, including PTO leave, sick
30 leave, and compensatory leave before utilizing unpaid leave. A nurse has the
31 option to retain up to forty (40) hours of PTO or compensatory leave while
32 utilizing Family Medical Leave. For the duration of this leave, the nurse's
33 health, dental, life, and disability insurance coverage shall continue provided

1 that the nurse continues to pay their portion of premiums that existed prior to
2 the commencement of this leave.

3

4 Any eligible nurse who takes family or medical leave must be returned to the
5 same position held prior to the leave, if available, or if not, an equivalent
6 position for which the nurse is qualified.

7

8 A nurse who has exhausted family medical leave limits may refer to Section
9 2, Leave Without Pay.

10

11 **Section 12.4 Compassionate Leave.**

12 Nurses shall be granted not more than three (3) days leave of absence with
13 pay in the event of death in their immediate family to make household
14 adjustments and to attend funeral services. In the event of a family death
15 occurring more than two hundred (200) miles from the nurse's home, an
16 additional two (2) days paid leave shall be granted. Compassionate leave
17 shall not be charged to any other leave accruals. A nurse's immediate family
18 shall be defined as spouse or domestic partner, parents, children, brother,
19 sister, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-
20 law, stepmother, stepfather, son-in-law, daughter-in-law, or other member of
21 the household. In relationships other than those set forth above, and under
22 exceptional circumstances, the Department Director may approve
23 compassionate leave. In the event of more than one compassionate incident
24 occurring in the same fiscal year, and upon request by the nurse, the
25 Department Director may grant additional paid compassionate leave.

26

27 In some situations, employees may be eligible for additional Bereavement
28 Leave under the Oregon Family Leave Act (OFLA). In these cases, qualifying
29 County-paid Bereavement Leave and OFLA Bereavement leave run
30 concurrently and count against the employee's OFLA entitlement.

31

32 **Section 12.5 Witness or Jury Duty.**

33 When a nurse is called for jury duty or is subpoenaed as a witness due to
34 one's employment with the county, they shall continue to receive their regular

1 salary and shall transfer all compensation received for the performance of
2 such duty to the County. Jury and subpoena fees are to be submitted to the
3 Finance Department. Overnight or weekend expenses compensated
4 because of jury duty or as a subpoenaed witness, as well as statutory
5 mileage fees provided for the use of the nurse's private vehicle, shall be
6 retained by the nurse. Failure to comply with this Section shall be cause for
7 disciplinary action.

8

9 **Section 12.6 Military.**

10 A nurse who is a member of the National Guard or a reserve component of
11 the armed forces for the United States shall be entitled to a leave of absence
12 with pay and without impairment of other rights or benefits for a period not to
13 exceed fifteen (15) calendar days per year. Leaves in excess of fifteen (15)
14 calendar days per year shall be considered leave without pay. Military leaves
15 of absence and reinstatement of employment shall conform to applicable
16 state and federal statutes.

17

18 **Section 12.7 Seniority During Leave.**

19 With the exception of military leave as referenced in 12.6, any nurse granted
20 a leave of absence pursuant to this Article shall maintain their existing
21 seniority, however, nurses will not accrue seniority during any leave without
22 pay.

23

24 **Section 12.8 Education Leave.**

25 After completing two (2) years of continuous service, a nurse upon written
26 request, may be granted a leave of absence without pay by the Department
27 Director, with approval by Human Resources, for the purpose of upgrading
28 professional abilities through enrollment in educational courses at an
29 accredited school or by participating in informal educational opportunities.
30 The period of such leave of absence shall not exceed one (1) year. Requests
31 for extensions beyond the initial time period may be considered but are not
32 guaranteed. One (1) year's leave of absence for formal or informal
33 educational purposes will not be provided more than once in any three (3)
34 year period.

1 Educational opportunities would include, but not be limited to learning and
2 educational experiences designed to improve or upgrade the nurse's skills or
3 professional ability.

4

5 The County shall make every reasonable effort to give interested nurses an
6 opportunity to participate in educational opportunities.

7

8 The Department Director will consider the following when reviewing requests
9 for educational leave:

- 10 A. Completion of two (2) years of continuous service with Benton County;
11
12 B. Review of the plan for covering the nurse's responsibilities during the
13 leave. A plan would be developed collaboratively by the nurse and
14 their immediate supervisor. The plan will identify options for coverage;
15
16 C. Relevancy of the educational opportunity to the nurse's career goals
17 and to the mission of the Department;
18
19 D. If applicable, County's ability to meet contract obligations by securing
20 qualified replacement staff.

21

22 In order to be granted leave for an educational opportunity, the nurse must
23 submit their request in writing to the Department Director and to Human
24 Resources at least sixty (60) days prior to the anticipated date of departure.
25 The request should include the following information as well as any other
26 information the nurse feels is pertinent:

- 27 A. The educational opportunity including anticipated date of departure
28 and estimated duration of leave; and
29
30 B. The objectives and purpose of the opportunity; and its relevancy to the
31 nurse's career goals and to the mission of the Department; and
32
33 C. The benefits to the nurse and the Department to be derived from the
34 opportunity.

1 **Section 12.9 Conditions of Educational Leave.**

2 The County shall require that each nurse attending a pre-approved
3 educational program for ten (10) or more consecutive working days at
4 County expense, sign a contract guaranteeing their continued employment
5 with the County for one (1) year following their attendance, or the nurse will
6 reimburse the County for expenses, including salary, in relation to said leave
7 on a prorated basis if voluntary termination occurs within that one-year
8 period. Should the nurse be involuntarily terminated within that one (1) -year
9 period, the nurse will not be responsible for reimbursing the County for any
10 expenses.

11
12 **Section 12.10 Post Leave Return to Work.**

13 Any nurse who has been granted a leave of absence and who, for any
14 reason, fails to return to work at the expiration of said leave of absence, shall
15 be considered as having resigned their position with the County, unless the
16 nurse, prior to the expiration of said leave of absence, has made application
17 for and has been granted an extension to said leave, or has furnished
18 evidence of inability to return to work by reason of illness or injury. Any nurse
19 returning from a leave of absence shall be entitled to reinstatement to their
20 former position with no loss of seniority or other benefits except that such
21 benefits shall not accrue during the leave of absence.

22

ARTICLE 13 – WAGES AND SALARIES

23 **Section 13.1 The Total Compensation Package.**

24 This contract represents a Total Compensation Package including
25 adjustments in PERS, Short- and Long-Term Disability, PTO donation and
26 conversion programs, retiree benefit programs, medical and dental insurance
27 costs and cost of living adjustments (COLA).

28

29 **Section 13.2 Wages.**

- 30 • Effective July 1, 2021, Nurses will be placed on the step closest to, but not lower
31 than their current salary rate. (Appendix A)
- 32 • Effective July 1, 2022, the salary schedule for positions in the bargaining unit
33 shall be increased by two percent (2%).

- 1 • Effective July 1, 2023, the salary schedule for positions in the bargaining unit
2 shall be increased by three and one-half percent (3.5%).
- 3 • Effective July 1, 2024, the salary schedule for positions in the bargaining unit
4 shall be increased by three and one-half percent (3.5%).

5

6 **Section 13.3 Step Increases.**

7 Upon completion of the probationary period, Nurses shall receive a step
8 increase from their initial hire step to the next step in their position's salary
9 range. Six months thereafter, the Nurse will become eligible for an additional
10 step in their position's salary range.

11

12 This step increase will be granted, and subsequent step increases will be
13 granted annually until the Nurse reaches the top step of their position's salary
14 range, unless work performance is evaluated as unsatisfactory. For purposes
15 of annual step increases, the anniversary date of employment for each
16 employee shall be adjusted to the first day of the month in which they were
17 hired or promoted.

18

19 **Section 13.4 Work Performance.**

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

29

30 **Section 13.5 Pay Periods.**

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

1 **Section 13.6 Leadwork.**

2 Nurses assigned Leadwork will be paid a five percent (5%) wage differential
3 in addition to their regular base wage. Leadwork occurs when management
4 assigns a position all of the following duties:

- 5 A. Prioritize and assign tasks to efficiently complete work;
- 6
- 7 B. Give direction to workers concerning work procedures and
8 performance standards;
- 9
- 10 C. Review the completeness, accuracy, quality and quantity of work; and
- 11
- 12 D. Provide informal feedback of employee performance to the supervisor.
- 13

14 The process to assign Leadwork to a position shall follow the recruiting
15 process in section 17.8 (Filling of Vacancies), except that the opportunity will
16 be posted internally only. The duration of the Leadwork assignment is subject
17 to management’s discretion.

18

19 **Section 13.7 Exceptional Performance Pay.**

20 A nurse may be awarded up to two thousand, five hundred dollars (\$2,500)
21 for exceptional performance at the written request of the nurse’s Department
22 Director with the prior approval of the Human Resources Director. The
23 request will describe in detail the nature of the exceptional job performance
24 on which the pay is based, indicate the amount proposed, and specify the
25 source of the funds. The award may be based on sustained superior
26 performance or an exceptional achievement or contribution during the
27 preceding twelve-month period. Such awards will not affect the nurse’s
28 eligibility for, or timing of, the nurse’s annual anniversary step increase.
29 Eligibility for such an increase shall be solely at the discretion of the
30 department director but must be approved by the Human Resources director
31 as being consistent with the overall job evaluation system and compensation
32 plan. Exceptional Performance Pay shall be limited to one award per fiscal
33 year.

ARTICLE 14 – HEALTH AND WELFARE

1 **Section 14.1 Medical/Vision/Dental.**

2 Subject to the provisions of this Article, the County shall provide and maintain
3 medical insurance, which includes vision insurance coverage and dental
4 insurance coverage. These plans will be substantially equivalent to those in
5 effect for each employee and their family as of the effective date of this
6 contract.

7
8 Labor and Management will partner to provide oversight and guidance to the
9 Board of Commissioners and the Bargaining Units regarding health care
10 benefits and related wellness programs. The Benton County Health Benefits
11 and Wellness Committee shall at all times include at least one (1) ONA
12 member, chosen by the Bargaining Unit. The representative will be assigned
13 by the Union Stewards. The representative serving on this committee may
14 attend committee meetings without loss of pay. The representative shall have
15 the opportunity to actively participate in committee discussions and have a
16 vote in any decisions made by the committee. Should the committee cease
17 to exist, an Ad Hoc Advisory Committee will be established to provide
18 oversight and guidance to the Board of Commissioners and the Bargaining
19 Units regarding health care benefit changes. The committee will be
20 responsible to obtain and review claims and usage data and provide input to
21 proposals and contracts relating to health care, wellness, or other related
22 insurance programs.

23
24 The County shall continue to provide employees hired before August 1,
25 2017, with medical insurance coverage by a Preferred Provider Organization.

26
27 The County shall provide a preferred provider Dental Plan that is
28 substantially equivalent to the plans in effect for each employee and their
29 family as of the effective date of this contract.

30
31 The County will pay eighty-five percent (85%) and the employee will pay
32 fifteen percent (15%) of the PPO medical plan and the preferred provider
33 dental plan, which shall establish the amount the County pays toward the

1 lower cost plans. Part-time employee's insurance costs will be prorated by
2 FTE with no employee paying more than thirty percent (30%) of the premium.
3
4 The County shall also provide a high deductible health plan option with a
5 health savings account (HSA). Employees hired after July 1, 2017, will be
6 offered the CDHDP, only. The County shall contribute eight hundred dollars
7 (\$800) for an individual and fourteen hundred dollars (\$1400) for a family to
8 an employee's health savings account based on the eligibility requirements
9 determined by the IRS. The County will pay the monthly premium for full-time
10 employees not to exceed the monthly premium for the PPO Plan. Monthly
11 premiums will be prorated for part-time employees as noted below.
12

13 **Section 14.2 Life Insurance.**

14 The County agrees to provide term life insurance coverage in the amount of
15 ten thousand dollars (\$10,000) per nurse, plus an accidental death and
16 dismemberment rider in the amount of one-hundred thousand dollars
17 (\$100,000.00). Costs shall be prorated in direct proportion to the nurse's
18 established FTE.
19

20 **Section 14.3 Long Term Disability Insurance.**

21 The County agrees to provide long term disability insurance coverage to
22 members of the bargaining unit, with a maximum monthly benefit of 66.67%
23 of actual salary. Eligibility for benefit payments shall be subject to rules
24 established by the vendor. As an example, such rules normally include a
25 ninety-day (90) elimination period and coordination of other income sources
26 in determining the maximum monthly benefit. Costs shall be prorated in
27 direct proportion to the nurse's established FTE.
28

29 **Section 14.4 Dependent Medical Insurance Continuation.**

30 Dependent(s) of a regular Benton County nurse who dies during the term of
31 their employment may continue under the County's medical and dental plans
32 for the term authorized under the Federal Consolidated Omnibus Budget
33 Reconciliation Act (COBRA). If the dependent(s) choose to continue under
34 the County's medical/dental plans pursuant to COBRA regulations, the

1 County will pay the first six months premium costs for the plans. Thereafter,
2 the dependent(s) shall be required to pay the premium as mandated by
3 COBRA.

4

5 **Section 14.5 Deferred Compensation Plan.**

6 The County will make available to bargaining unit members an approved
7 deferred compensation plan(s). Eligibility for membership and regulations
8 governing participation will follow all IRS regulations and all appropriate state
9 and federal statutes.

10

11 **Section 14.6 Physical Examination.**

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

18

19 **Section 14.7 Retirement Health and Dental Insurance.**

20 The medical and dental insurance retirement benefit shall be available only
21 to employees hired prior to July 2, 2005. ONA nurses employed prior to that
22 date will be grandfathered and eligible for the benefit as described below.

23

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

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

31

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

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

4

5 D. Coverage shall be limited to the nurse and spouse.

6

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

10

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

20

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

1 G. The County shall pay insurance premiums at the completion of the
 2 following years of service:

15 through 19 years	
20 through 24 years	
25 through 29 years of service	75% of premium cost
30 or more years of service	100% of premium cost

3 H. The Finance Department shall administer this program and shall
 4 establish dates when premiums shall be paid and when
 5 reimbursements will be made.
 6

7 **Section 14.8 Retirement Health Savings Plan.**

8 Effective July 1, 2010, employees who are not eligible for retirement medical
 9 benefits in accordance with Section 14.7 and who were hired after July 2,
 10 2005, shall be eligible to receive Retirement Health Savings Plan (RHSP)
 11 benefits. The County shall make monthly deposits in the RHSP for each
 12 eligible employee according to the following schedule based on years of
 13 completed continuous services (starting with the beginning of the 4th year of
 14 service):

Years of Service	Pay Period Payments	Yearly Payments
4 to 5	\$21	\$504
6 to 10	\$42	\$1,008
11 to 15	\$63	\$1,512
16 to 19	\$84	\$2,016
20 plus	\$105	\$2,520

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

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

7

ARTICLE 15 – PROFESSIONAL DEVELOPMENT

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

19

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

29

30 Travel arrangement to a conference will be determined between the nurse and
31 supervisor with consideration to travel costs, time and safety.

1 The County will pay for nurses' certification that is directly related to the delivery of
2 assigned services.

3

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

9

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

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

19

20 B. The department head may choose to reimburse fifty (50) to one
21 hundred (100) percent of the course/class, upon successful
22 completion of the course/class. The employee may be reimbursed for
23 a maximum of three courses per school year provided that a grade of
24 "C" or above is earned. The employee must provide a statement of
25 course credit, training certification, and a tuition receipt to the
26 department head.

27

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

- 1 D. The employee agrees that if they fail to continue in County
2 employment for the minimum period as outlined in No. 3 above, they
3 will repay the County the cost of the educational/training course/s.
4
- 5 E. The employee agrees that any repayment required by No. 4 above,
6 shall be deducted from the employee's final payroll check.
7
- 8 F. The Department Director may, in special circumstances, choose to
9 pay fifty (50) to one hundred (100) percent of the costs prior to the
10 class/course start date. In such circumstances, employees must abide
11 by all conditions set forward in this policy and agree to reimburse the
12 County as outlined above.
13

ARTICLE 16 – PROBATIONARY PERIOD

14 **Section 16.1 Definition.**

15 All nurses newly hired or promoted into a position covered by this agreement
16 shall be considered probationary until they complete a probationary period.
17 The probationary period for full-time regular nurses is defined as six months
18 of trial service from the date of hire during which the nurse serves at the
19 pleasure of the Department Director and may be discharged without just
20 cause. For crediting benefits, off-probation dates are established as the first
21 day of the next pay period following the completion of minimum probation
22 service.
23

24 If, during the trial service period, the nurse is absent on an approved leave
25 without pay for two (2) continuous calendar weeks or more, the probationary
26 period will be extended by the length of the leave without pay.
27

28 **Section 16.2 Temporary Service Credit.**

29 Whenever a nurse who has been serving in a temporary position is
30 appointed to a regular position in the bargaining unit in the same department
31 in which the temporary position was situated, and the regular position is of
32 the same or equivalent classification, one-half (1/2) of the time served in that
33 temporary position, up to but not more than three (3) months, shall be

1 deducted from the nurse's probationary period. In order to qualify pursuant to
2 this Section, the temporary service must have been continuous. The nurse
3 shall be granted PTO leave pursuant to Article 10; Section 1 of this
4 agreement based upon their date of hire into a regular position in the
5 bargaining unit. The intent of the parties is that nurses serving a modified
6 probationary period will receive a reduced PTO leave accrual at the end of
7 their reduced probationary period.

8

9 **Section 16.3 Promotional Probation Period.**

10 A nurse serving a promotional probationary period shall be eligible for
11 reinstatement to the same or equal position previously held if they are
12 deemed by the County to be unsatisfactory in the promoted position. If the
13 nurse occupying the position to which the promoted nurse is returning is
14 post-probationary, they shall be placed on layoff pursuant to Article 16,
15 Section 4.

16

ARTICLE 17 – SENIORITY

17 **Section 17.1 Definition.**

18 The seniority unit shall be the bargaining unit and defined as the total hours
19 of service within the ONA bargaining unit.

20

21 **Section 17.2 Acquisition of Seniority.**

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

27

28 **Section 17.3 Seniority List Posting.**

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

1 **Section 17.4 Definition of Layoff.**

2 **A layoff is defined as:**

3 A. Any involuntary separation of a regular nurse from the County due to
4 the elimination of a position.

5

6 B. Any involuntary change in employment category.

7

8 C. Refusal of nurse to accept mandatory increase in hours.

9

10 D. Any involuntary reduction of hours.

11

12 **Section 17.5 Layoff.**

13 Should it become necessary for the County to layoff one or more nurse, the
14 County shall determine the specific positions eliminated and shall give each
15 affected nurse(s) and the Association a minimum of six (6) weeks' notice.

16 Reductions in the work force will occur in the following order:

17 A. Nurses within the affected classification and department may
18 volunteer for layoff.

19

20 B. Temporary nurses;

21

22 C. Probationary nurses;

23

24 D. Limited Duration nurses;

25

26 E. Regular and seasonal nurses in inverse order of seniority within the
27 affected classification.

28

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

33 A. meets the minimum requirement for the job classification; and

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

4

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

7

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

12

13 Nurses who receive layoff notice will notify the County of their intent to
14 exercise bumping rights within two (2) weeks of the notice.

15

16 **Section 17.6 Recall.**

17 A nurse who is laid off shall be placed on a recall list for a period of eighteen
18 (18) months. If there is a recall, nurses will be recalled in the inverse order of
19 layoff, provided they are qualified at the time of the recall to perform the work
20 in the job classification to which they are recalled without extensive training.

21 A recalled nurse shall be notified by first class mail and shall be given ten
22 (10) working days from the date of the mailing of the notice in which to report
23 for work.

24

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

30

31 **Section 17.7 Scheduling.**

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

1 **Section 17.8 Filling of Vacancies.**

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

12

13 **Section 17.9 Seniority During Periods of Disability.**

14 Nurses who are on disability leave and are receiving income from non-
15 County sources, shall not accrue seniority hours.

16

17 **Section 17.10 Continuous Service.**

18 A nurse’s continuous service seniority shall be considered broken by
19 voluntary resignation, discharge for just cause, retirement, and layoff in
20 excess of eighteen (18) months. Seniority shall not accrue during any period
21 of leave without pay.

22

ARTICLE 18 – CLASSIFICATION

23 **Section 18.1 Reclassification Request.**

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

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

4
5 Human Resources will have six (6) weeks to review the request. Human
6 Resources will forward approved request to the Board of Commissioners.
7 The Board will take action on the request within two (2) weeks.

8
9 If the reclassification is approved, the new pay rate will be effective at the
10 start of the pay period following receipt of the request in Human Resources.

11
12 If a reclassification request is approved, but it is determined the position will
13 not be upgraded, the higher-level duties will be removed. The nurse will
14 receive a lump sum payment for the difference between their current salary
15 and the approved salary rate for the time period, as referenced in the
16 preceding paragraph, to the date the duties are removed.

17
18 If the reclassification request is denied, the nurse or the Union may appeal at
19 Step 3 of the grievance procedure.

20

21 **Section 18.2 New Classification.**

22 If the County establishes a new classification, or materially revises an
23 existing classification of a position within the bargaining unit, the County shall
24 provide the Association with a copy of the new job description and salary
25 range within ten (10) working days following final approval by the Board of
26 Commissioners. Within ten (10) working days following notice to the
27 Association, the Association shall have the right to initiate discussions limited
28 to the salary range assigned to the new classification. If discussions have not
29 been initiated by the Association pursuant to the notice period herein, the
30 salary range so assigned shall be deemed approved. Any adjustment to the
31 pay rate shall be retroactive to the date the new classification was approved
32 by the Board of Commissioners or when implemented by the Department
33 Director, whichever occurs later.

1 **Section 18.3 Nurse Reclassification Downward.**

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

9

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

13

14 **Section 18.4 Working Out of Classification.**

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

21

22 The Department Director will designate acting in capacity assignments in
23 writing.

24

25 This Section shall not apply to a nurse working in a job-related training
26 program that has been mutually agreed to by the County and the nurse.

27

28 **Section 18.5 Classification Not Guaranteed.**

29 Classifications and/or job titles used in the County's pay system are for
30 descriptive purposes only. Their use is neither an indication of nor a
31 guarantee that these classifications and/or titles will continue to be utilized by
32 the County in the future.

ARTICLE 19 – SAFETY

1 **Section 19.1 Safety Rules Generally.**

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

7
8 No nurse shall be expected to operate any equipment or to perform any work
9 assignment that would cause their imminent danger and would reasonably
10 be considered to be unsafe by a normally prudent person. The County shall
11 inform all members of the bargaining unit of all of the safety rules and
12 procedures that applies to their positions.

13

ARTICLE 20 – RETIREMENT PROGRAM

14 **Section 20.1 Program Definition.**

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

19

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

29

30 In the event the laws controlling the above pick-up agreement are scheduled
31 to change in the future, the parties agree to bargain before implementation,

1 upon request, for the protection of the rights and obligations set forth in this
2 section.

3

ARTICLE 21 – NURSE DISCIPLINE

4 **Section 21.1 Progressive and Corrective Discipline.**

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

11

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

16

17 **Section 21.2 Removal of Discipline.**

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

27

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

1 **Section 21.3 Administration of Discipline.**

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

8
9 **Section 21.4 Presence of Shop Steward.**

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

15
16 **Section 21.5 Notice to Association.**

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

21
22 **Section 21.6 Administrative Leave Time Limits.**

23 The timeframe for Administrative Leave should be justified by the complexity
24 of the investigation. The County will update the nurse regarding the progress
25 of the investigation at least twice a month. Investigation shall not exceed
26 thirty (30) days without communication to the nurse and their Association
27 representative of the specific circumstances of an extension.

28
ARTICLE 22 – MISCELLANEOUS PROVISIONS

29 **Section 22.1 Personnel File.**

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

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

6

7 **Section 22.2 Job Sharing.**

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

16

17 **Section 22.3 Mileage Pay.**

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

26

27 **Section 22.4 Contract Work.**

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

1 **Section 22.5 Negotiations.**

2 The County agrees to pay up to three (3) Association members their regular
3 pay for periods of contract negotiations which occur during their working
4 hours and during the County business day of 8:00 a.m. through 5:00 p.m. No
5 regular pay or overtime pay shall apply to periods of negotiations occurring
6 outside of the business day or outside of the nurse’s working hours.

7

8 **Section 22.6 FTE Modification.**

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

13

14 **Section 22.7 License Fees.**

15 County will pay for the Drug Enforcement Administration (DEA) license when
16 the County deems it advantageous for a Nurse Practitioner(s) position to
17 have the license.

18

19 **Section 22.8 Fiscal Year.**

20 Fiscal year is July 1st through June 30th. The year ends June 30th wherever
21 fiscal year is referenced.

22

ARTICLE 23 – GRIEVANCE PROCEDURE

23 **Section 23.1 Grievance Definition.**

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

1 **Section 23.2 Time Periods and Notice Stipulations.**

2 Time limits established herein may be waived through the written mutual
3 consent of the parties. However, absent the written consent of the parties,
4 failure of the nurse or the Association to submit or prosecute a grievance in
5 accordance with time and notice limits established herein, shall constitute
6 abandonment of the grievance.

7
8 Failure of the County to respond to a grievance within the time limits herein
9 shall result in the Association having the absolute right to elevate the
10 grievance within ten (10) working days to the next higher Step in the
11 grievance procedure. A grievance may be dismissed at any time, and at any
12 Step, upon receipt by the Designee of the Board of Commissioners of a
13 signed statement from the aggrieved nurse and/or the Association, that the
14 dispute has been resolved or withdrawn.

15
16 All time periods in this Article are measured in full working days, on a five (5)
17 day work week basis. Weekends, partial days, and designated County
18 holidays are excluded.

19
20 **Section 23.3 Informal Discussion Permitted.**

21 Nothing in this Article is intended to prohibit informal discussions relating to a
22 potential grievance between the nurse and/or the Association and the
23 immediate supervisor, provided that the time limits set forth in Section 2 and
24 Section 6 of this Article are adhered to.

25
26 **Section 23.4 Confidentiality.**

27 All proceedings and evidence of any kind whatsoever that are related to
28 grievances shall be considered exempt from public disclosure until the
29 conclusion of the final grievance proceeding in Benton County.

30
31 **Section 23.5 Exclusive Remedy.**

32 Grievances shall be commenced and processed according to provisions
33 herein, which provisions the parties mutually acknowledge to be the

1 exclusive and binding process for the resolution of disputes constituting
2 grievances as herein defined.

3

4 **Section 23.6 Grievance Procedure.**

5 The Association and County accept the following statement of principles:

- 6 • The Association and County have a mutual commitment to using a problem-
7 solving approach in the resolution of grievances;
- 8 • Resolution of a grievance at the lowest possible level is always encouraged;
- 9 • Complete disclosure of information will be made at the lowest possible level;
- 10 • There shall be flexibility in the problem-solving process for resolution of a
11 grievance at Step 1.

12

13 **A. Grievances at Step 1.**

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

20

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

28

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

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4. If the nurse is satisfied with the supervisor’s written response, the grievance shall be deemed resolved without further action. If the nurse is not satisfied with the supervisor’s written response, the aggrieved nurse and/or the Association may elevate the grievance to Step 2.
5. Steps 1 and 2 may be combined by mutual consent of both the nurse and their Association representative and both the nurse’s supervisor and Department Head.
6. An issue, which involves a property right (economic interest), shall not be heard at Step 1 but shall be elevated immediately to Step 2.

B. Grievances at Step 2.

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

- 1 3. All written grievances shall include the following information.
2 Grievance filings that are deficient in one or more of the items
3 noted in “a” through “f” below shall be returned to the person
4 who filed the grievance to be conformed to these requirements,
5 and the time period to file the grievance shall be extended by
6 five (5) additional working days, beginning on the date the
7 grievance is returned.
8 a. The name and position of the nurse on whose behalf the
9 grievance is brought.
10
11 b. The date of the circumstances giving rise to the grievance,
12 and the date the nurse had first knowledge thereof.
13
14 c. A clear and concise statement of the grievance, including
15 relevant facts which give a full and objective understanding
16 of the nurse’s grievance.
17
18 d. The specific law, Article, Section, Statute, policy, or
19 provision of this agreement alleged to have been violated.
20 Ambiguous statements such as “any Article or Section,
21 which may apply,” shall not be considered in compliance
22 with this Section.
23
24 e. The remedy or relief sought by the nurse.
25
26 f. The signature of the person submitting the grievance.
27
28 4. The Department Head shall respond in writing to the person
29 filing the grievance within ten (10) working days following
30 receipt of the required grievance documents, and the
31 Department Head is encouraged to meet with the aggrieved
32 nurse, Association representative, and supervisor to clarify the
33 issues presented in the grievance. A copy shall be sent to
34 Human Resources.

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

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

C. Grievances at Step 3.

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

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

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

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D. Grievances at Step 4.

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

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

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

4. Prior to the arbitration hearing, if either party discovers new information or evidence not previously considered at Step 3 of

1 this procedure, the parties shall share this information and/or
2 evidence. If the introduction of this new information or evidence
3 brings forth a reversal or change in the Step 3 decision or
4 facilitates a settlement agreement between the parties prior to
5 or during the arbitration, the parties will mutually bear any
6 expenses related to the arbitrator's cancellation fee.

7
8 5. Nothing in this Article is intended to prevent a mutually
9 acceptable settlement prior to, or during the arbitration
10 procedure.

11
12 6. If arbitration is utilized, the cost of the arbitrator will be shared
13 equally by both parties. Each party assumes the cost of
14 presenting its own case.

15

16 **Section 23.7 Absence from Workstation.**

17 A Steward or Association officer who represents a grievant or the Association
18 at a meeting or grievance hearing pursuant to this Article, shall be permitted
19 to be present without loss of pay, following reasonable notice to the
20 Department Director. One (1) Representational Steward or Association
21 officer shall be permitted to be present without loss of pay.

22

ARTICLE 24 – LABOR MANAGEMENT ADVISORY COMMITTEE (LMAC)

23 ONA agrees to participate in labor-management meetings on a Countywide basis.

24 One (1) nurse will serve on the countywide LMAC.

25

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

28

29 Because participation in the countywide LMAC is viewed as mutually desirable for
30 the County and ONA, no person will be penalized for or benefit from participation in
31 this group. Therefore, members of the countywide LMAC will not suffer loss of pay
32 for time spent in conducting LMAC business during their regularly scheduled work

1 shift nor will any member of the countywide LMAC receive pay for time spent
2 conducting LMAC business outside their regularly scheduled work shift.

3

ARTICLE 25 – SAVINGS CLAUSE

4 Should any Article, Section, or portion thereof of this agreement be held unlawful or
5 unenforceable by an opinion of the Attorney General of the State of Oregon, or by a
6 Court of competent jurisdiction, or an Administrator Agency of the State of Oregon
7 having jurisdiction over the subject matter, such decision shall apply only to the
8 specific article, Section or portion thereof directly specified in the decision, statute,
9 or rule. Upon the issuance of such decision, statute, or rule, the parties agree to
10 meet and negotiate substitute provision(s) within ten (10) working days of receiving
11 the notice of the decision, statute, or rule by the County. All other portions of this
12 agreement, and the agreement as a whole, shall continue without interruption
13 except those remaining provisions which are so essential and inseparable
14 connected with and dependent upon the unlawful or unenforceable part that is
15 apparent that such remaining provision(s) would not have been agreed to without
16 such other parts and the remaining provisions, which, standing alone, are
17 incomplete and incapable of being executed in accordance with the intent of this
18 agreement.

19

ARTICLE 26 – TERM OF AGREEMENT

Section 26.1 Term of Agreement.

20 This agreement covers the period of July 1, 2021 through June 30, 2025.
21 This agreement shall be effective as the date of execution but in no event
22 before July 1, 2021 and shall remain in full force until June 30, 2025. This
23 agreement shall then be automatically renewed from year to year, from the
24 first day of July 2025, unless either party notifies the other not later than forty
25 (40) calendar days prior to the termination date of this agreement that it
26 wishes to initiate negotiations. In the event that such notice is given,
27 negotiations shall begin no later than ten (10) calendar days following
28 notification. This agreement may be amended at any time by the mutual
29 agreement of the parties. All such agreement(s) shall be in writing and
30 signed by the parties and/or their authorized representative(s).
31

- 1 IN WITNESS WHEREOF the County and the Association have executed this
- 2 Agreement on the following date and year:

Signed 2021-Aug-10 | 5:38 PM PDT

Signed 2021-Aug-11 | 5:26 PM PDT

OREGON NURSES ASSOCIATION

BENTON COUNTY HEALTH DEPT.

Angela Edwards

Xanthippe Augerot

Angela Edwards, Co-Chair

Xanthippe Augerot, Chair,
Board of Commissioners

Nicole Kelley

Patrick Malone

Nicole Kelley

Patrick Malone, Commissioner

Terence Deeds

Nancy Wyse

Terence Deeds

Nancy Wyse, Commissioner

Gary Aguiar

Tracy Martineau

Gary Aguiar, ONA Labor Representative

Tracy Martineau, HR Director

Suzanne Hoffman

Suzanne Hoffman,
Health Department Director

Carla Jones

Carla Jones, Interim Director
Community Health Center (CHC)

APPENDIX A

Oregon Nurses Association (ONA) Employees Salary Schedule -07/01/2021

Range
Spread

DBM/Range Step

1	2	3	4	5	6	7	8	9	10	11	12
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C/41- Health Care Professional I - LPN

\$55,235	\$57,120	\$59,069	\$61,085	\$63,169	\$65,325	\$67,553	\$69,856	\$72,238	\$74,702	\$77,249	\$79,883	44.6%
\$4,603	\$4,760	\$4,922	\$5,090	\$5,264	\$5,444	\$5,629	\$5,821	\$6,020	\$6,225	\$6,437	\$6,657	
\$26.56	\$27	\$28	\$29	\$30	\$31	\$32	\$34	\$35	\$36	\$37	\$38	

C/42- Health Care Professional II - RN w/ Associates

\$57,995	\$59,974	\$62,021	\$64,137	\$66,326	\$68,589	\$70,928	\$73,347	\$75,848	\$78,434	\$81,109	\$83,875	44.6%
\$4,833	\$4,998	\$5,168	\$5,345	\$5,527	\$5,716	\$5,911	\$6,112	\$6,321	\$6,536	\$6,759	\$6,990	
\$27.88	\$28.83	\$29.82	\$30.84	\$31.89	\$32.97	\$34.10	\$35.26	\$36.46	\$37.71	\$38.99	\$40.32	

**C/43- Health Care Professional III - RN w/BSN & 3 yrs experience
or equivalent combination of education/experience**

\$60,897	\$62,976	\$65,125	\$67,347	\$69,645	\$72,022	\$74,478	\$77,018	\$79,644	\$82,360	\$85,168	\$88,073	44.6%
\$5,075	\$5,248	\$5,427	\$5,612	\$5,804	\$6,002	\$6,207	\$6,418	\$6,637	\$6,863	\$7,097	\$7,339	
\$29.28	\$30.28	\$31.31	\$32.38	\$33.48	\$34.62	\$35.81	\$37.03	\$38.29	\$39.60	\$40.94	\$42.34	

C/44- Health Care Professional IV

\$64,157	\$66,346	\$68,610	\$70,952	\$73,373	\$75,877	\$78,464	\$81,140	\$83,907	\$86,768	\$89,727	\$92,786	44.6%
\$5,346	\$5,529	\$5,718	\$5,913	\$6,114	\$6,323	\$6,539	\$6,762	\$6,992	\$7,231	\$7,477	\$7,732	
\$30.84	\$31.90	\$32.99	\$34.11	\$35.28	\$36.48	\$37.72	\$39.01	\$40.34	\$41.72	\$43.14	\$44.61	

**C/45- Health Care Professional V - RN w/Masters
or special certification/specialization & 8 yrs experience or combination of education/experience**

\$68,309	\$70,640	\$73,050	\$75,543	\$78,121	\$80,787	\$83,542	\$86,391	\$89,337	\$92,383	\$95,534	\$98,791	44.6%
\$5,692	\$5,887	\$6,088	\$6,295	\$6,510	\$6,732	\$6,962	\$7,199	\$7,445	\$7,699	\$7,961	\$8,233	
\$32.84	\$33.96	\$35.12	\$36.32	\$37.56	\$38.84	\$40.16	\$41.53	\$42.95	\$44.41	\$45.93	\$47.50	

C/4prem- Health Care - Nurse Practitioner

\$91,762	\$94,893	\$98,131	\$101,480	\$104,943	\$108,525	\$112,225	\$116,052	\$120,010	\$124,102	\$128,334	\$132,710	44.6%
\$7,647	\$7,908	\$8,178	\$8,457	\$8,745	\$9,044	\$9,352	\$9,671	\$10,001	\$10,342	\$10,695	\$11,059	
\$44.11	\$45.62	\$47.18	\$48.79	\$50.45	\$52.17	\$53.95	\$55.79	\$57.70	\$59.66	\$61.70	\$63.80	

C/4PNP- Health Care - Nurse Practitioner - Psychiatric

\$101,310	\$104,767	\$108,343	\$112,040	\$115,863	\$119,817	\$123,903	\$128,128	\$132,497	\$137,016	\$141,688	\$146,519	44.6%
\$8,443	\$8,731	\$9,029	\$9,337	\$9,655	\$9,989	\$10,325	\$10,677	\$11,041	\$11,418	\$11,807	\$10,267	
\$48.70	\$50.37	\$52.09	\$53.87	\$55.70	\$57.60	\$59.57	\$61.60	\$63.70	\$65.87	\$68.12	\$70.44	

Note: The monthly is based on the annual divided by 12; the hourly is based on the annual divided by 2080.

Employees who are paid on a salary basis are paid the same salary each pay period regardless of the hours in that pay period.

Semi-monthly salary is based on the annual salary divided by 24.

Oregon Nurses Association (ONA) Employees Salary Schedule -07/01/2022

Range
Spread

1	2	3	4	5	6	7	8	9	10	11	12
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C/41- Health Care Professional I - LPN

\$56,339	\$58,262	\$60,250	\$62,306	\$64,433	\$66,631	\$68,904	\$71,253	\$73,683	\$76,196	\$78,794	\$81,481	44.6%
\$4,695	\$4,855	\$5,021	\$5,192	\$5,369	\$5,553	\$5,742	\$5,938	\$6,140	\$6,350	\$6,566	\$6,790	
\$27.09	\$28.01	\$28.97	\$29.95	\$30.98	\$32.03	\$33.13	\$34.26	\$35.42	\$36.63	\$37.88	\$39.17	

C/42- Health Care Professional II - RN w/ Associates

\$59,155	\$61,173	\$63,261	\$65,420	\$67,652	\$69,961	\$72,347	\$74,814	\$77,365	\$80,003	\$82,731	\$85,552	44.6%
\$4,930	\$5,098	\$5,272	\$5,452	\$5,638	\$5,830	\$6,029	\$6,235	\$6,447	\$6,667	\$6,894	\$7,129	
\$28.44	\$29.41	\$30.41	\$31.45	\$32.53	\$33.63	\$34.78	\$35.97	\$37.19	\$38.46	\$39.77	\$41.13	

C/43- Health Care Professional III - RN w/BSN & 3 yrs experience

\$62,115	\$64,235	\$66,427	\$68,694	\$71,038	\$73,463	\$75,968	\$78,558	\$81,237	\$84,007	\$86,872	\$89,834	44.6%
\$5,176	\$5,353	\$5,536	\$5,725	\$5,920	\$6,122	\$6,331	\$6,547	\$6,770	\$7,001	\$7,239	\$7,486	
\$29.86	\$30.88	\$31.93	\$33.02	\$34.15	\$35.32	\$36.52	\$37.77	\$39.05	\$40.39	\$41.76	\$43.19	

C/44- Health Care Professional IV

\$65,440	\$67,673	\$69,982	\$72,371	\$74,840	\$77,394	\$80,034	\$82,763	\$85,585	\$88,503	\$91,521	\$94,642	44.6%
\$5,453	\$5,639	\$5,832	\$6,031	\$6,237	\$6,450	\$6,670	\$6,897	\$7,132	\$7,375	\$7,627	\$7,887	
\$31.46	\$32.53	\$33.64	\$34.79	\$35.98	\$37.21	\$38.48	\$39.79	\$41.15	\$42.55	\$44.00	\$45.50	

Health Care Professional V - RN w/Masters

C/45- or special certification/specialization & 8 yrs experience or combination of education/experience

\$69,675	\$72,053	\$74,512	\$77,054	\$79,684	\$82,403	\$85,213	\$88,119	\$91,124	\$94,231	\$97,444	\$100,767	44.6%
\$5,806	\$6,004	\$6,209	\$6,421	\$6,640	\$6,867	\$7,101	\$7,343	\$7,594	\$7,853	\$8,120	\$8,397	
\$33.50	\$34.64	\$35.82	\$37.04	\$38.31	\$39.62	\$40.97	\$42.36	\$43.81	\$45.30	\$46.85	\$48.44	

C/4prem-Health Care - Nurse Practitioner

\$93,597	\$96,791	\$100,094	\$103,510	\$107,042	\$110,695	\$114,470	\$118,373	\$122,410	\$126,584	\$130,901	\$135,364	44.6%
\$7,800	\$8,066	\$8,341	\$8,626	\$8,920	\$9,225	\$9,539	\$9,864	\$10,201	\$10,549	\$10,908	\$11,280	
\$45.00	\$46.53	\$48.12	\$49.76	\$51.46	\$53.22	\$55.03	\$56.91	\$58.85	\$60.86	\$62.93	\$65.08	

C/4PNP- Health Care - Nurse Practitioner - Psychiatric

\$103,336	\$106,863	\$110,509	\$114,281	\$118,181	\$122,214	\$126,381	\$130,691	\$135,147	\$139,756	\$144,522	\$149,450	44.6%
\$8,611.33	\$8,905	\$9,209	\$9,523	\$9,848	\$9,789	\$10,532	\$10,891	\$11,262	\$11,646	\$12,044	\$10,267	
\$49.67	\$51.37	\$53.13	\$54.94	\$56.82	\$58.75	\$60.76	\$62.83	\$64.97	\$67.19	\$69.48	\$71.85	

Note: The monthly is based on the annual divided by 12; the hourly is based on the annual divided by 2080.

Employees who are paid on a salary basis are paid the same salary each pay period regardless of the hours in that pay period.

Semi-monthly salary is based on the annual salary divided by 24.

Oregon Nurses Association (ONA) Employees Salary Schedule -07/01/2023

Range
Spread

DBM/Range Step

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C/41- Health Care Professional I - LPN

\$58,311	\$60,301	\$62,359	\$64,487	\$66,688	\$68,964	\$71,315	\$73,747	\$76,262	\$78,862	\$81,552	\$84,333
\$4,859	\$5,025	\$5,197	\$5,374	\$5,557	\$5,747	\$5,943	\$6,146	\$6,355	\$6,572	\$6,796	\$7,028
\$28.03	\$28.99	\$29.98	\$31.00	\$32.06	\$33.15	\$34.28	\$35.46	\$36.66	\$37.91	\$39.21	\$40.54

44.6%

C/42- Health Care Professional II - RN w/ Associates

\$61,225	\$63,314	\$65,475	\$67,710	\$70,020	\$72,410	\$74,879	\$77,432	\$80,073	\$82,803	\$85,627	\$88,547
\$5,102	\$5,276	\$5,456	\$5,643	\$5,835	\$6,034	\$6,240	\$6,453	\$6,673	\$6,900	\$7,136	\$7,379
\$29.43	\$30.44	\$31.48	\$32.55	\$33.66	\$34.81	\$36.00	\$37.23	\$38.50	\$39.81	\$41.17	\$42.57

44.6%

C/43- Health Care Professional III - RN w/BSN & 3 yrs experience

\$64,289	\$66,483	\$68,752	\$71,098	\$73,525	\$76,034	\$78,627	\$81,308	\$84,080	\$86,947	\$89,912	\$92,978
\$5,357	\$5,540	\$5,729	\$5,925	\$6,127	\$6,336	\$6,552	\$6,776	\$7,007	\$7,246	\$7,493	\$7,748
\$30.91	\$31.96	\$33.05	\$34.18	\$35.34	\$36.55	\$37.80	\$39.09	\$40.42	\$41.80	\$43.23	\$44.70

44.6%

C/44- Health Care Professional IV

\$67,730	\$70,042	\$72,432	\$74,904	\$77,460	\$80,103	\$82,835	\$85,659	\$88,580	\$91,601	\$94,725	\$97,955
\$5,644	\$5,837	\$6,036	\$6,242	\$6,455	\$6,675	\$6,903	\$7,138	\$7,382	\$7,633	\$7,894	\$8,163
\$32.56	\$33.67	\$34.82	\$36.01	\$37.24	\$38.51	\$39.82	\$41.18	\$42.58	\$44.04	\$45.54	\$47.09

44.6%

Health Care Professional V - RN w/Masters

C/45- or special certification/specialization & 8 yrs experience or combination of education/experience

\$72,114	\$74,574	\$77,119	\$79,751	\$82,473	\$85,287	\$88,196	\$91,203	\$94,313	\$97,529	\$100,855	\$104,294
\$6,010	\$6,215	\$6,427	\$6,646	\$6,873	\$7,107	\$7,350	\$7,600	\$7,859	\$8,127	\$8,405	\$8,691
\$34.67	\$35.85	\$37.08	\$38.34	\$39.65	\$41.00	\$42.40	\$43.85	\$45.34	\$46.89	\$48.49	\$50.14

44.6%

C/4prem- Health Care - Nurse Practitioner

\$96,873	\$100,179	\$103,597	\$107,133	\$110,789	\$114,570	\$118,476	\$122,517	\$126,694	\$131,015	\$135,482	\$140,102
\$8,073	\$8,348	\$8,633	\$8,928	\$9,232	\$9,548	\$9,873	\$10,210	\$10,558	\$10,918	\$11,290	\$11,675
\$46.57	\$48.16	\$49.80	\$51.50	\$53.26	\$55.08	\$56.96	\$58.90	\$60.91	\$62.99	\$65.13	\$67.36

44.6%

C/4PNP- Health Care - Nurse Practitioner - Psychiatric

\$106,953	\$110,603	\$114,377	\$118,281	\$122,317	\$126,491	\$130,805	\$135,265	\$139,878	\$144,647	\$149,580	\$154,680
\$8,912.75	\$9,217	\$9,531	\$9,857	\$10,193	\$9,789	\$10,900	\$11,272	\$11,657	\$12,054	\$12,465	\$10,267
\$51.42	\$53.17	\$54.99	\$56.86	\$58.80	\$60.81	\$62.88	\$65.03	\$67.25	\$69.54	\$71.91	\$74.36

44.6%

Note: The monthly is based on the annual divided by 12; the hourly is based on the annual divided by 2080.

Employees who are paid on a salary basis are paid the same salary each pay period regardless of the hours in that pay period.

Semi-monthly salary is based on the annual salary divided by 24.

Oregon Nurses Association (ONA) Employees Salary Schedule -07/01/2024

DBM/Range Step												Range Spread	
	1	2	3	4	5	6	7	8	9	10	11	12	
C/41- Health Care Professional I - LPN													
	\$60,352	\$62,412	\$64,542	\$66,744	\$69,022	\$71,377	\$73,811	\$76,328	\$78,931	\$81,623	\$84,406	\$87,284	44.6%
	\$5,029	\$5,201	\$5,379	\$5,562	\$5,752	\$5,948	\$6,151	\$6,361	\$6,578	\$6,802	\$7,034	\$7,274	
	\$29.01	\$30.00	\$31.03	\$32.09	\$33.18	\$34.31	\$35.48	\$36.69	\$37.95	\$39.24	\$40.58	\$41.96	
C/42- Health Care Professional II - RN w/ Associates													
	\$63,368	\$65,530	\$67,767	\$70,079	\$72,471	\$74,944	\$77,500	\$80,142	\$82,875	\$85,701	\$88,624	\$91,646	44.6%
	\$5,281	\$5,461	\$5,647	\$5,840	\$6,039	\$6,245	\$6,458	\$6,679	\$6,906	\$7,142	\$7,385	\$7,637	
	\$30.46	\$31.50	\$32.58	\$33.69	\$34.84	\$36.03	\$37.26	\$38.53	\$39.84	\$41.20	\$42.61	\$44.06	
C/43- Health Care Professional III - RN w/BSN & 3 yrs experience or equivalent combination of education/experience													
	\$66,539	\$68,810	\$71,158	\$73,587	\$76,098	\$78,695	\$81,378	\$84,153	\$87,023	\$89,991	\$93,059	\$96,233	44.6%
	\$5,545	\$5,734	\$5,930	\$6,132	\$6,342	\$6,558	\$6,782	\$7,013	\$7,252	\$7,499	\$7,755	\$8,019	
	\$31.99	\$33.08	\$34.21	\$35.37	\$36.58	\$37.83	\$39.12	\$40.46	\$41.84	\$43.26	\$44.74	\$46.26	
C/44- Health Care Professional IV													
	\$70,101	\$72,493	\$74,967	\$77,525	\$80,171	\$82,907	\$85,734	\$88,657	\$91,681	\$94,807	\$98,040	\$101,383	44.6%
	\$5,842	\$6,041	\$6,247	\$6,460	\$6,681	\$6,909	\$7,145	\$7,388	\$7,640	\$7,901	\$8,170	\$8,449	
	\$33.70	\$33.67	\$34.82	\$37.27	\$38.54	\$39.86	\$41.22	\$42.62	\$42.58	\$45.58	\$47.13	\$48.74	
C/45- Health Care Professional V - RN w/Masters or special certification/specialization & 8 yrs experience or combination of education/experience													
	\$74,637	\$77,185	\$79,819	\$82,542	\$85,359	\$88,272	\$91,282	\$94,395	\$97,614	\$100,943	\$104,385	\$107,944	44.6%
	\$6,220	\$6,432	\$6,652	\$6,879	\$7,113	\$7,356	\$7,607	\$7,866	\$8,135	\$8,412	\$8,699	\$8,995	
	\$35.88	\$37.11	\$38.37	\$39.68	\$41.04	\$42.44	\$43.89	\$45.38	\$46.92	\$48.53	\$50.18	\$51.89	
C/4prem-Health Care - Nurse Practitioner													
	\$100,263	\$103,685	\$107,223	\$110,882	\$114,666	\$118,580	\$122,623	\$126,805	\$131,129	\$135,600	\$140,224	\$145,006	44.6%
	\$8,355	\$8,640	\$8,935	\$9,240	\$9,556	\$9,882	\$10,219	\$10,567	\$10,927	\$11,300	\$11,685	\$12,084	
	\$48.20	\$49.85	\$51.55	\$53.31	\$55.13	\$57.00	\$58.95	\$60.96	\$63.04	\$65.19	\$67.41	\$69.71	
C/4PNP- Health Care - Nurse Practitioner - Psychiatric													
	\$110,696	\$114,474	\$118,380	\$122,420	\$126,598	\$130,918	\$135,383	\$139,999	\$144,773	\$149,710	\$154,815	\$160,094	44.6%
	\$9,224.67	\$9,540	\$9,865	\$10,202	\$10,550	\$9,789	\$11,282	\$11,667	\$12,064	\$12,476	\$12,901	\$10,267	
	\$53.22	\$55.03	\$56.91	\$58.85	\$60.86	\$62.94	\$65.09	\$67.30	\$69.60	\$71.97	\$74.43	\$76.97	

Note: The monthly is based on the annual divided by 12; the hourly is based on the annual divided by 2080.

Employees who are paid on a salary basis are paid the same salary each pay period regardless of the hours in that pay period.

Semi-monthly salary is based on the annual salary divided by 24.

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CONTRACT RECEIPT FORM

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

Your name (please print clearly)

I certify that I have received a copy of the ONA Collective Bargaining Agreement with Benton County, July 1, 2021 – June 30, 2025.

Signature

Today's date

Your mailing address:

Cell phone

Home phone

Personal email

Unit

Shift

