



BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category: Agreements Item No: 7.3

Meeting Date: May 28, 2019

Originating Department: Human Resources

Issue: Approval of a Collective Bargaining Agreement between Klamath County and the Oregon Nurses Association (ONA) for the period of July 1, 2019, through June 30, 2022.

Background: Klamath County's Collective Bargaining Agreement with ONA expires on June 30, 2019. Union negotiations were held on May 1 and 2, 2019, and a tentative agreement was reached. This contract was finalized and signed by the ONA membership on May 10, 2019.

Fiscal Impact: The fiscal impact for fiscal year 2019-2020 is \$4,680 above what was budgeted for. The fiscal impact for fiscal years 2020-2021 and 2021-2022 is to be determined.

Recommended Motion: It is recommended that the Klamath County Board of Commissioners approve and sign the attached Collective Bargaining Agreement with the Oregon Nurses Association for the period of July 1, 2019, to June 30, 2022. The fiscal impact for fiscal year 2019-2020 is \$4,680 and is to be determined for fiscal years 2020-2021 and 2021-2022.

DONE AND DATED this 28th day of May, 2019.

Chair

Approved *

Denied *

Vice-Chair

Approved *

Denied *

Commissioner

Approved *

Denied *

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION (ONA)

AND

KLAMATH COUNTY

July 1, 2019 – June 30, 2022

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1. RECOGNITION.....	1
ARTICLE 2. ASSOCIATION MEMBERSHIP.....	1
ARTICLE 3. MANAGEMENT RIGHTS.....	2
ARTICLE 4. STRIKES AND LOCKOUTS.....	3
ARTICLE 5. HOLIDAYS.....	3
ARTICLE 6. VACATION.....	4
ARTICLE 7. HOURS OF WORK.....	5
ARTICLE 8. SICK LEAVE.....	6
ARTICLE 9. OTHER LEAVES OF ABSENCE.....	6
ARTICLE 10. HEALTH, WELFARE AND RETIREMENT.....	8
ARTICLE 11. GRIEVANCE AND ARBITRATION.....	9
ARTICLE 12. PROBATIONARY PERIOD.....	11
ARTICLE 13. COMPENSATION.....	11
ARTICLE 14. SAVINGS CLAUSE.....	12
ARTICLE 15. TERMINATION OF AGREEMENT.....	12
ARTICLE 16. NEGOTIATING TEAM.....	12
ARTICLE 17. SENIORITY, LAYOFF & RECALL.....	13
ARTICLE 18. DISCIPLINE AND DISCHARGE.....	13
ARTICLE 19. TRANSPORTATION.....	14
EXHIBIT A SALARY SCHEDULE.....	16

PREAMBLE

This Agreement is entered into by Klamath County, Oregon, hereinafter referred to as the "County", and the Oregon Nurses Association, hereinafter referred to as the "Association". Unless indicated otherwise, references to the "Employer" or "County" herein shall include the Board of County Commissioners and the Director of the Public Health Department of Klamath County as the officials responsible to the citizens of the County for operation of the department covered by this Agreement.

The purpose of this Agreement is to set forth those matters pertaining to the rates of pay, hours of work, fringe benefits, and other matters directly related to employment of registered nurses in the bargaining unit covered by this Agreement.

The parties both agree as follows:

ARTICLE 1. RECOGNITION

The County recognizes the Association as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for all of its registered nurses employed on a regular full-time or half-time (1,560 to 1,949 hours per year) basis within the Klamath County Public Health Department, excluding registered nurses employed on an irregular part-time (1,559 hours or less per year), on-call, or temporary/seasonal basis and supervisors as defined in ORS 243.650(23).

For purpose of this Agreement, the following definitions apply:

Section 1.1 Regular Full-Time: A regular full-time employee shall be an employee who is hired into, appointed to, or currently occupies a position that is authorized, budgeted, and designated by the County as a regular full-time position. Such a regular full-time position will normally be scheduled to work 37.5 to 40 hours per week, providing that, nothing in this Agreement shall constitute a guarantee of any number of hours per day, per week, nor per year.

Section 1.2 Regular Half-Time: A regular half-time employee shall be an employee who is hired into, appointed to, or currently occupies a position that is authorized, budgeted, and designated by the County as a regular half-time position. Such regular half-time position will normally be scheduled to work at least 30 and less than 37.5 hours per week. Such regular half-time employee shall be considered a member of the bargaining unit covered by this Agreement and shall be entitled to employer paid benefits on a prorated basis based on their FTE; with the exception of the medical contribution amount. Employees that are a .75 FTE or greater shall receive the medical contribution amount equivalent to a full-time employee. For example, a 0.60 FTE employee would receive 60% benefits.

ARTICLE 2. ASSOCIATION MEMBERSHIP

Section 2.1 Membership or non-membership in the Association shall be the individual choice of employees covered by this Agreement. The Human Resources Department will provide a 15 minute opportunity for a nurse representative to communicate with new hires within thirty days. If a nurse elects to join the Association, the Association representative will provide the Human Resources Department with the signed union dues deduction, which will be placed in the nurse's personnel file. Such payment shall be equal to and shall in no event exceed periodic dues uniformly required. The County agrees that no disciplinary or other action will be taken by the

County against employees covered by this Agreement by reason of action or conduct as provided in this Article.

Section 2.2 The County agrees to continue to deduct from the paycheck of each employee who has so authorized it, the regular monthly Association membership dues of the Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the employees involved. Authorization for deduction of dues shall be in writing, signed by the employee on forms furnished by the County and may be revoked by the employee upon written request. It is the employee's responsibility to ensure the authorization forms are returned to the Human Resources Department within the first ten (10) days of employment. Failure to do so may result in back payment of dues accordingly. The performance of this service is at no cost to the Association. The employee must submit, in writing, any change in membership status to the ONA Membership Coordinator at the following address:

Oregon Nurses Association
18765 SW Boones Ferry Road, Suite 200
Tualatin, OR 97062
Attn: Membership Coordinator

If the employee has elected payroll deduction, the ONA will notify the Human Resources Department of the change in membership status and the County will begin deducting the new amount reflecting the change in status.

Section 2.3 The Association shall indemnify and save the County harmless against any and all suits, claims, demands and liabilities that arise out of or by reason of action taken by the County pursuant to this Article 2.

Section 2.4 Upon request, the County shall provide a digital list to the Association labor relations representative and Association member services of all bargaining unit nurses, which indicates their current unit, step level, address, telephone number (unless directed not to do so by the nurse), status, and date of employment. This list shall also indicate new hires and terminations subsequent to the prior list. Within thirty (30) days of the first day of employment, the County shall provide the Association with a list of all new employees represented by the Association which indicates their current unit, step level, address, telephone number, (unless directed not to do so by the nurse), status and date of employment.

ARTICLE 3. MANAGEMENT RIGHTS

The County retains all the customary, usual, and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any incident to its responsibility to manage the affairs of the County or any part of it. The rights of employees in the bargaining unit and the Association are limited to those specifically set forth in this Agreement. The County retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement.

The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to the grievance procedure, to arbitration, or as set forth above, to bargaining during the term of this Agreement. Operational policies or management procedures not specifically addressed in this Agreement shall be subject to the current Klamath County Human Resources Policy & Procedures Manual.

ARTICLE 4. STRIKES AND LOCKOUTS

Section 4.1. Continuity of Service. No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or place where County functions are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Association will immediately notify such employees engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established in the County by any labor organization when called upon to cross such picket line in the line of duty. Any employee engaging in any activity in violation of this Article may be subject to disciplinary action or discharge.

Section 4.2 Lockouts. There will be no lockout of employees in the unit by the County during the life and duration of this Agreement.

ARTICLE 5. HOLIDAYS

Section 5.1 Holidays. The following shall be recognized as holidays for nurses:

New Year's Day	Martin Luther King, Jr. Day	Labor Day
President's Day	Memorial Day	Veterans' Day
Independence Day	Thanksgiving Day	Christmas Day
Two Floating Holidays*	Friday following Thanksgiving Day	

* Floating Holidays are to be taken between July 1 and June 30, scheduled in advance and with the approval of the Public Health Director, Nursing Supervisor, or designated person. All nurses, except as explained further below, are eligible to accrue and utilize two (2) floating holidays per fiscal year in accordance with the provisions of Article 5.

Accrual of floating holiday hours for newly hired employees shall be pro-rated in direct proportion to the number of hours worked during their first fiscal year of employment. Thereafter, floating holidays shall be accrued in accordance with the schedule above. Newly hired and/or probationary employees shall not be eligible to utilize floating holiday hours until after the successful completion of the six (6) month benefit waiting period. Floating holidays may not be carried forward from one fiscal year to the next fiscal year.

Whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday and, if it falls on a Saturday, the preceding Friday shall be observed. If the nurse is on an authorized vacation, sick leave, or any other leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

Section 5.2 Holiday Pay. Eligible nurses shall receive one day's pay for each of the holidays listed above on which they perform no work. Holiday accrual and payment shall be prorated in direct proportion to a nurse's hours paid during any period of time in which a nurse works less than the normal 40 hour (2,080 annual) work schedule. When a holiday falls on a nurse's regular scheduled workday, the nurse shall be paid at the prorated rate for that day.

When a holiday falls on a day off for a less than full-time, 40 hour per week nurse, that nurse shall be awarded another day off with pay at the prorated rate. Such day off shall be as mutually

agreed to between the nurse and the Public Health Director, or his/her designee, but shall be approved and taken within ten (10) working days from the date of such holiday.

Section 5.3 Holiday Work. If a nurse is required by the Public Health Director, or designated person, to work on any holiday listed above, he/she shall receive, in addition to his/her regular pay, a full day off to be scheduled by mutual agreement between the employee and the Public Health Director.

ARTICLE 6. VACATION

Section 6.1 Accrual. Regular nurses shall be entitled to earn vacation time in accordance with Subsections listed hereafter. Vacation shall accrue on a monthly basis from the date of hire and shall vest after successful completion of the probationary period. After the probationary period, eligible employees shall be credited with all accrued hours from date of hire. Thereafter, vacation shall accrue for each regular hour paid at the rates in accordance with the vacation accrual table.

YEARS OF SERVICE	VACATION ACCRUAL RATE
<i>Up to 5 Years</i>	<i>8 hours per month based on hours paid (~12 days)</i>
<i>6 to 10 Years</i>	<i>10 hours per month based on hours paid (~15 days)</i>
<i>11 or more Years</i>	<i>13.333 hours per month based on hours paid (~20 days)</i>

Section 6.2 Vesting: Accumulation of Vacation Credit. After the first six (6) months of employment, nurses will be credited with and able to take up to six (6) days of vacation leave. Thereafter, at the end of each month, the nurse will be credited with the vacation he/she has earned during the preceding month in accordance with the accrual rates in the above table, prorated on a monthly basis. Vacation shall be scheduled in accordance with Section 6.4, but accumulated vacation carryover from year to year may not exceed a total of two (2) years accumulation. Any nurse reaching the maximum accumulation shall be notified not later than 30 days before the anniversary date. The nurse shall then make arrangements within the department to utilize some of the accumulated vacation. If there is a bona fide reason why vacation has accumulated and cannot be taken prior to reaching the maximum point, the nurse will submit a special request in writing to the department requesting permission to carry over the accumulated vacation for a specified period of time. For this purpose a bona fide reason includes, but is not limited to, the following: a shortage of staff to allow the time off request; the time period requested is already schedule off by other staff and cannot be duplicated; or a public health emergency is declared that requires the attendance by the nurse; etc.

Section 6.3 Continuous Service. Continuous service for the purpose of accumulating vacation and sick leave credit shall be service unbroken by separation from the County. Time spent on compulsory military leave, sick leave, or authorized educational leave shall be included as continuous service. All other types of authorized leave, including lay-off, will not be counted as

continuous service. Nurses returning from this type of leave will be entitled to credit for service prior to the leave or layoff.

Section 6.4 Scheduling. Nurses shall be permitted to request vacation either on a split or an entire basis. Vacation time shall be approved by the Public Health Director, Nursing Supervisor, or designated person based on the needs of efficient operations and the availability of vacation relief. Subject to the foregoing, vacation preference shall be determined based upon seniority. Each nurse shall be permitted to exercise his/her right of seniority one (1) time only in each two (2) year period.

Section 6.5 Termination: Transfer Credits and Terminal Vacation Pay. If a nurse transfers to another County Department, all vacation accumulation shall be transferred to the new department provided that the labor contract language of the bargaining unit, if any, to which the nurse transfers does not conflict with this stated transfer right. In the event of a conflict, the language of the new bargaining unit or employee group to which the nurse will be employed shall prevail. A nurse who terminates during the six (6) month benefit waiting period shall not be entitled to vacation payout. In the event of termination of service or retirement after a nurse has completed the benefit waiting period, the nurse shall be entitled to cash compensation at the regular rate of pay for all unused accumulated vacation. In case of death, the nurse's estate would be paid.

ARTICLE 7. HOURS OF WORK

Section 7.1 Normal Workweek. The workweek, to the extent consistent with operating requirements of the Public Health Department, shall normally be Monday-Friday. However, in cases of emergent or extenuating circumstances when a nurse is required to work on a Saturday or Sunday, the nurse shall be provided with an alternate time off, equal to the number of hours worked, in either the five (5) days preceding or within 30 days..

Section 7.2 Hours. The regular scheduled work hours each day shall normally be consecutive, except for interruptions for rest and meal periods as outlined in section 7.4. The regular workday and workweek shall be in accordance with the departmental practice and procedures in effect on the date of this Agreement, provided that nothing in this Agreement shall constitute a guarantee of any number of hours worked per day or per week.

Section 7.3 Schedules. To the extent consistent with operating requirements and the need to adjust schedules to meet patient needs, all nurses shall be scheduled to work on a regular work shift, as determined by the Public Health Director or his/her designee. Except in case of emergent or extenuating circumstances, nurses will be given at least three (3) business days' notice of any change in schedule.

Section 7.4 Rest Periods. For non-exempt employees, a rest period of fifteen (15) minutes for every segment of four (4) hours of work will be given. As much as possible, this break should be taken approximately midway in the segment of the four (4) hour period and shall be scheduled by the County in accordance with its determination as to the operating requirements of each employee's duties. Exempt employees may take rest periods as described above, but are not required to do so.

Section 7.5 Meal Periods. Except in emergency or unusual circumstances, non-exempt nurses shall be granted an uncompensated meal period of no less than 30 minutes, not to exceed 60 minutes in duration for each six (6) hour work period in accordance with State and Federal Law..

To the extent consistent with operating requirements of the department, meal periods shall be scheduled at or near the middle of the work shift. Exempt employees may take meal periods as described above, but are not required to do so.

ARTICLE 8. SICK LEAVE

Section 8.1 Accumulation. Sick leave shall accrue at the rate of 8 hours per month for exempt full-time nurses and at the rate of .046 hours each hour worked for half-time, non-exempt nurses. Sick leave is eligible for usage upon accrual. Sick leave may be accumulated up to a total of nine hundred sixty (960) hours and must be taken for the purposes specified in Section 8.2.

Section 8.2 Utilization for Illness or Injury. Sick leave may be utilized when a nurse is unable to perform their work duties by reason of illness or injury. The nurse shall notify the Public Health Director, Nursing Supervisor, or designated person, of an absence due to illness or injury the nature, and the expected length as soon as possible within at least one-half (1/2) hour before the beginning of that individual's scheduled work day, unless unable to do so because of serious injury or illness. A healthcare provider's statement of the nature and identity of the illness, the need for the nurse's absence, and the estimated duration of the absence, may be required at the option of the Public Health Director or County Human Resources Department for absences of three days. However, a health care provider's statement may be required after one day's absence, in the case of an injury or surgery.

Section 8.3 Family Members. Each nurse may use sick leave to provide care for family members as prescribed by the Oregon and Federal Family Medical Leave Acts (OFLA and FMLA). A nurse's immediate family shall be as defined in the Oregon Family Leave Act, to include the spouse; same-gender domestic partner; biological, adoptive, step, or foster parent; parent-in-law; parent of same-gender domestic partner; biological, adopted, foster, or step child; child-in loco parentis including any person with who the employee is or was in a relationship of in loco parentis; child of the employee's same-gender domestic partner; grandchild; grandparent.

Section 8.4 Integration With Workers' Compensation. When an injury occurs in the course of employment, the County's obligation to pay under the sick leave article is limited to the difference between any payment received under Workers' Compensation laws and the employee's regular salary. In such instances, charges against accrued sick leave will be based upon the hours of sick leave necessary to permit an employee to maintain his/her regular straight time earnings during the period of disability to the extent the employee has accrued, but unused, sick leave.

Section 8.5 Without Pay. Upon termination of OFLA/FMLA, the nurse may request an additional ninety (90) days unpaid sick leave absence. If the employee is unable to work and perform his/her regular duties after this ninety (90) days' leave of absence, the employee will be terminated. The County will not maintain the normal contribution for health insurance, but shall make available the option for coverage, during this extended ninety (90) days leave of absence.

Section 8.6 Purpose. Sick leave is provided by the County in the nature of insurance against loss due to illness or injury.

ARTICLE 9. OTHER LEAVES OF ABSENCE

Section 9.1 Parental and Family Leave. Nurses shall be allowed to take parental and family leave in accordance with OFLA and FMLA. Upon application, and with the prior approval of

the appropriate administrator or his/her designee, employees shall be allowed to utilize accrued vacation and/or sick leave for absences resulting from application of this Section.

Section 9.2 Unpaid Leave. A leave of absence without pay, not to exceed ninety (90) calendar days, may be granted upon establishment of reasonable justification in instances where the work of the department will not be adversely affected by the temporary absence.. Requests for such leaves must be in writing. Such leave will not be approved for any nurse for the purpose of accepting employment outside the service of the County.

Section 9.3 Bereavement Leave. A nurse shall be granted five (5) days of paid bereavement leave with regular salary in event of the death of an immediate family member as defined in either State OFLA. A nurse's immediate family member shall include spouse; same-gender domestic partner; biological, adoptive, step or foster parent; parent-in-law; parent of same-gender domestic partner; biological, adopted, foster, or step child; child-in loco parentis including any person with who the employee is or was in a relationship of in loco parentis; child of the employee's same-gender domestic partner; grandchild; grandparent. Two (2) weeks' of additional unpaid bereavement leave may be granted to a qualifying employee. This must occur within 60 days of receiving notification of a family member's death. The employee may use accrued leave. Additional time off may be requested by the nurse should personal circumstances demand an extended absence. The granting of such time shall be subject to the approval of the Public Health Director Nursing Supervisor, or designated person and will consider the impact of nursing operations and services in the approval or denial.

Section 9.4 Jury Duty. Nurses shall be granted leave with pay for jury duty upon providing a copy of the jury summons to the Public Health Director.. Upon being excused from jury service, a nurse shall immediately contact the Public Health Director, Nursing Supervisor, or designated person for assignment for the remainder of the regular workday.

Section 9.5 Appearances. Leave with pay shall be granted for an appearance before a court, legislative committee, judicial, or quasi-judicial body as a witness in a nurse's professional capacity and in response to a subpoena or other direction by proper authority. Insofar as is practicable, court appearances shall be scheduled in such a way as to avoid overtime.

Section 9.6 Association Business. Nurses elected to any Association office or selected by the Association to do work which takes them from their employment with the County shall, upon written request of the Association and the nurse, be recommended by the nurse's supervisor to the Public Health Director for a leave of absence without pay. Members of the Association selected to participate in other Association activity shall, to the extent consistent with the operating requirements of the department, be granted a leave of absence without pay at the request of the employee. Any nurse who has been granted such a leave of absence and who, for any reason fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his/her position with the County unless the nurse, prior to expiration of his/her leave of absence, has made application for and has been granted an extension of said leave or has furnished evidence that he/she is unable to return to work by reason of sickness or injury.

Section 9.7 Unpaid Educational Leave of Absence. After completing two (2) years of continuous service, a nurse, upon written request, may be granted a leave of absence without pay by the County for the purpose of upgrading his/her professional ability through enrollment in educational courses directly related to employment at an accredited school or course of study. A period of such leave of absence shall not exceed one (1) year, but may be renewed or extended

upon request of the nurse and approval of the Public Health Director or designated person for up to one (1) additional year. One-year leaves of absence may not be provided more than once in any three-year period. When a nurse returns to the employ of the County after an unpaid leave of absence, the nurse shall be placed in the following sequence: First, their prior position, if available; Second, a comparable position, within the department, for which the employee is qualified, if available; Third, a lesser position, within the department, for which the employee is qualified, if available. Finally, if no work is available, the employee will be separated..

Section 9.8 Paid Educational Leave. Both the County and the Association affirm their commitment to providing training programs and other similar programs intended to broaden the skills and professional abilities of bargaining unit members in the field of public health.

The County agrees that each nurse shall be granted a minimum of twenty-four (24) hours of public health related training per year, at least sixteen (16) hours of which will be initiated at the nurses' request. Such training may consist of in-house workshops, training sessions, briefing sessions and other programs of a similar nature as well as similar opportunities that may be available inside or outside of the Klamath Falls/Klamath County area.

A training plan will be developed by the bargaining unit nurses and their supervisor and submitted for approval by the Public Health Director on a semi-annual basis. This cooperatively developed Plan will ensure that the professional development of each nurse and the mission of the County will be served to the optimum. Normally, dollar amounts dedicated in this area shall be limited to a reasonable amount based upon the course or subject, as defined by the County, and shall attempt to be inclusive of all nurses so that all nurses have an equal opportunity to benefit from such programs.

Section 9.9 Reimbursement. The County shall pay all costs associated with such approved educational leave. Additionally, the County will reimburse expenses in accordance with the County reimbursement policy.

Section 9.10 Donation of Vacation and/or Sick Time. Employees may, with the approval of the Public Health Director and the Human Resources Director, donate up to a combined maximum of 40 vacation and sick hours (on an hour-for-hour basis) per calendar year to other eligible Klamath County employees in need of paid leave time. This shall follow the County's Donation policy in the Human Resources Policy and Procedures Manual.

ARTICLE 10. HEALTH, WELFARE AND RETIREMENT

10.1 Health Benefits: The County shall provide health and medical insurance coverage comparable to the present coverage of Major Medical, or comparable plan, coverage for each eligible employee covered by this Agreement. The County will not duplicate premiums paid in the event an employee and his/her spouse are both employed and are eligible for coverage. In such event, monthly payments shall be paid only on behalf of one eligible employee, the other employee being designated as a dependent for health insurance. Effective July 1, 2019 the County will continue to pay, on behalf of each eligible employee, a premium payment for single or family coverage, whichever is applicable, of the Major Medical plan toward the premium of the health, dental, and vision insurance plans up to a maximum of \$ 1,300.00, whichever is less. Effective July 1, 2020 the County will continue to contribute up to a maximum of \$ 1,400.00 per month. Effective July 1, 2021 the County will contribute \$ 1,460.00 toward the premium. If the total premium payment to be paid by the County on behalf of eligible employees exceeds the premium required for the coverage selected by the employee, the employee shall not be entitled

to receive the difference under any circumstances, unless they have selected the High Deductible Health Plan option.

If the provision of the Affordable Care Act known as the Cadillac Tax negatively impacts either party, the parties agree to reopen this Article to bargain the impact.

Section 10.2 Retirement. The County agrees to enroll each eligible and qualified employee in the Klamath County Employees' Pension Plan (Plan) and pay the employer's contribution. Eligibility for retirement under the Plan shall be age sixty two (62) or at age sixty (60) with unreduced benefits

The County agrees to maintain the benefits provided in its existing retirement Plan, providing for new enrollees to start participation on the first day of the month following the date of hire. Effective July 1, 2007 the County will pay 1% of gross salary into each eligible employee's participant account in addition to the 6% paid by the employee. If the County elects to change retirement plans, existing employees, as of the date in which the County elects to change retirement plans, will remain on the Klamath County Employees' Pension Plan (Plan). New employees will be enrolled in the new retirement plan.

Section 10.3 Reimbursement for Required Physical Examination.

10.3.1 At the beginning of employment, the County shall ensure that nursing staff are screened for exposure to Mycobacterium tuberculosis in accordance with the Oregon OSHA standards and CDC guidelines for facility risk classification. Nurses without documentation of previous positive tests or treatment for latent TB infection shall be provided the recommended baseline testing for TB infection, at employer's cost. A chest x-ray shall also be provided at no cost when so indicated by documented results and in accordance with current standards and guidelines. After baseline testing and documentation occurs, additional annual TB screening shall be provided to nurses according to the Department's current TB risk classification, at no cost to the nurse. Klamath County reserves the right for additional testing.

10.3.2 Laboratory examinations, when indicated because of exposure to communicable diseases, shall be provided by the County, without cost to the nurse.

10.3.3 The County shall arrange to provide Hepatitis B vaccine with pre and post screening upon employment to nurses covered by this Agreement at no cost to the nurse.

10.3.4 Flu shots are provided at no cost to employees through their health insurance coverage. If a nurse is unable to obtain a flu shot at no cost, with appropriate written consent by the nurse, flu shots will be made available by the County to requesting nurses, as seasonally appropriate, in accordance with the Center for Disease Control (CDC) Guidelines, at no cost to the nurse.

ARTICLE 11. GRIEVANCE AND ARBITRATION

Section 11.1 Definition of Grievance. A grievance is an allegation by an employee covered by this Agreement or the Association that the County has violated an express provision of this Agreement.

Section 11.2 Representation. The Association may appoint a primary nurse representative and one other nurse representative to act in the absence or in the event of a conflict of the primary

nurse representative. The Association shall maintain a listing of the primary and alternate representatives and shall insure that the County is furnished with such current listing. The grievant may have the nurse representative present at any step of the Procedural Steps listed below.

Section 11.3 Procedural Steps.

STEP 1. Written Notice to the Immediate Supervisor. It is the wish of both parties to this Agreement to settle any complaint in the most expeditious and informal manner possible. Not later than five (5) business days after the event giving rise to the complaint, or five (5) business days after the employee should have learned of the event giving rise to the grievance, whichever is later, the employee must discuss the grievance with the immediate supervisor. The immediate supervisor shall respond in writing to the employee not later than five (5) business days, not including the date of presentation, thereafter.

STEP 2. Written Grievance to Public Health Director. If the complaint is not settled at Step 1, the employee, not later than five (5) business days, not including the date of written response, after the immediate supervisor's written response is given, shall submit a dated and signed written grievance to the Public Health Director, detailing the alleged contract violations. The immediate supervisor shall give his/her written answer to the grievance within five (5) business days, not including the date of presentation, after receipt of the grievance.

STEP 3. Written Appeal to the Human Resources Director. If the grievance is not settled at Step 2, the employee, not later than five (5) business days after receipt of the Public Health Director's written response answer at Step 2, may file a written appeal to that answer to the Human Resource Director. The Human Resources Director, at their option, may meet with the employee and the employee's nurse representative to discuss the grievance. The Human Resources Director shall give their written answer to the grievance within five (5) business days after receipt of the grievance or after the date of the meeting, whichever is later.

STEP 4. Mediation. If the decision at Step 3 is unacceptable to either party, it may be referred to a mutually-agreed upon mediator who is a member of a nationally-recognized mediation or conflict resolution association. Each party shall be responsible for paying its own cost of meditation, including the payment of bargaining unit participants. The fees and expenses of the mediator shall be borne equally by the Association and the County.

STEP 5. Arbitration. If the grievance is not settled after Step 3 or Step 4, either party may, within five (5) business days after either (1) the written answer by the Human Resources Director or their designee or (2) the participation of a mediator at Step 4, have the matter submitted to final and binding arbitration by a third party jointly agreed upon by the County and the Association. If the parties are unable to agree upon an arbitrator, the Oregon State Mediation and Conciliation Services shall be requested to submit a list of seven (7) names. Selection of an arbitrator from the list may be by mutual agreement between the parties or by alternately striking one name each from the list until one name is left. The first strike shall be determined by the flip of a coin. The designated arbitrator shall hear both parties and take testimony and evidence in a hearing on the disputed matter and shall issue a decision which shall be final and binding on the parties. The arbitrator shall be limited to the interpretation of the provisions of this Agreement in making the decision. Each party shall be responsible for paying the cost of presenting its own case in arbitration, including the payment of witnesses and bargaining unit participants. The fees and expenses of the arbitrator and the hearing room shall be borne equally by the Association and the County. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

Section 11.4 Written Presentation. All grievances presented in writing shall set forth: the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been

violated; the names of the aggrieved employee(s); and the remedy sought. All grievances shall be signed and dated by the aggrieved employee. All written answers submitted by the County shall be signed and dated by the appropriate County representative.

Section 11.5 Time Limitations. The time limitations set forth in this Article are of the essence of this Agreement. No grievance shall be accepted by the County unless it is submitted or appealed within the time limits set forth in this Article. If the grievance is not timely submitted or appealed at any step, it shall be waived. If the grievance is not timely appealed, it shall be deemed to have been settled in accordance with the County answer in Step 1. If the County fails to answer within the time limits set forth in this Article, the grievance shall automatically proceed to the next step. Any time frames may be mutually waived by agreement between the parties.

ARTICLE 12. PROBATIONARY PERIOD

Section 12.1 Purpose. The probationary period is an integral part of the employee selection process and provides the County with the opportunity to upgrade and improve efficiency of operation and service to the public by observing a new employee's work, training and aiding new nurses in adjustment to their positions, and by providing an opportunity to reject any nurse whose work performance fails to meet required work standards.

Section 12.2 Duration. Every new nurse hired into the bargaining unit shall serve a probationary period of six (6) full months. The probationary period may be extended up to an additional six (6) months by mutual agreement between the nurse, the Association, and the County. Vacation may be used after a six (6) month benefit waiting period.

Section 12.3 Application. The Association recognizes the right of the County to terminate probationary nurses for any reason or at any time during the probationary period and to exercise all rights not specifically modified by this Agreement with respect to such employees, including, but not limited to, the shifting of work schedules and job classifications, the assignment of on-the-job-training, cross-training in other classifications, the assignment to educational courses and training programs, the requirements that such nurses attend training programs on their off-duty time shall be considered time worked.

ARTICLE 13. COMPENSATION

Section 13.1 Compensation Schedule. Nurses shall be compensated in accordance with the salary schedule attached to this Agreement and marked Exhibit A, which is hereby incorporated into and made a part of this Agreement. Should a position not listed on the schedule be established, the County shall determine the job requirements, job classification, and recommend a wage level. The Association will be notified of this action and, upon the Association's request, shall meet to negotiate a starting wage for the new classification. Effective July 1, 2019, wages shall be increased by two percent (2%). Effective July 1, 2020, wages shall be increased by two percent (2%). Effective July 1, 2021, wages shall be increased by two percent (2%). Each full time Public Health Nurse (PHN) shall be advanced one step in the salary schedule on his/her anniversary date.

Section 13.2 Payroll. Salaries of nurses shall be paid on a schedule determined by the County, currently semi-monthly, as applicable to other County employees. In the event of any payroll schedule change, nurses will be provided appropriate notice as provided by Oregon law.

Section 13.3 On-Call Pay. Effective on the Contract Ratification Date the following On-Call pay schedule shall be in effect for all nurses: \$30.00 per day when carrying the emergency phone (\$210.00 per week).

Section 13.4 Longevity Pay. Commencing on an employee's anniversary date employees that are eligible for Longevity Pay will follow the schedule as outlined below.

After 10 years of service – 1 (one) additional floating holiday

After 15 years of service – an additional 1% on base pay

After 20 years of service – an additional 2% on base pay

After 25 years of service – an additional 4% on base pay

After 30 years of service – an additional 6% on base pay

Section 13.5 Status. All ONA nurses whose FTE is 1.0 shall, for purposes of the FLSA, be considered exempt, salaried, professional employees. Nurses whose FTE is less than 1.0 shall be considered non-exempt. Section 13.5 does not apply or change the definitions contained in Article 1.

Section 13.6 Bilingual Pay. Nurses who are bilingual shall be compensated a 5% stipend on base salary.

ARTICLE 14. SAVINGS CLAUSE

Should any Article or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the courts shall apply only to the specific Article, Section, or portion thereof, directly specified in the decisions. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the individual Article, Section, or portion thereof.

ARTICLE 15. TERMINATION OF AGREEMENT

This Agreement shall be effective upon ratification by the Association and the County and shall remain in full force and effect without reopening for further bargaining on any subject which was or might have been raised in collective bargaining, until June 30, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than ninety (90) days prior to June 30, 2022, of its desire to terminate or modify such Agreement, in which event this Agreement shall terminate as of its expiration date unless extended by mutual consent.

The Agreement may be amended at any time by mutual agreement by the County and the Association. Any such amendment shall be in writing and signed by both parties.

ARTICLE 16. NEGOTIATING TEAM

The Association negotiating team will be limited to two (2) representative from the bargaining unit who will be entitled to participate in all negotiating sessions without loss of pay. An alternate representative may be named by the Association to serve as a back-up, but no more than two (2) representatives shall participate in negotiating sessions or other labor-management business sessions. Both parties recognize that cases of emergent or extenuating circumstances could require flexibility in representative participation.

ARTICLE 17. SENIORITY, LAYOFF & RECALL

Section 17.1 Employment seniority is defined as the length of time the employee has been continuously employed in the County.

Section 17.2 Continuous employment is defined as uninterrupted full or half time service in the County.

Section 17.3 For the purposes of determining the length of service within the County, the accumulation period shall begin with the original date of hire for continuous and uninterrupted regular full time or regular half time employment status as a nurse.

Section 17.4 In the event of layoff, the least senior nurse shall be laid off first based on total hours worked. A nurse whose position has been eliminated or has been laid off by the County, shall be given the opportunity to displace a less senior nurse, provided he/she possesses the necessary skills and ability to perform the duties of the position. Medical benefits shall be provided during the first thirty (30) days of layoff.

Section 17.5 Layoff and recall procedures will be implemented on ONA bargaining unit seniority.

Section 17.6 In the event of subsequent reinstatement, recall shall be in reverse order of layoff, i.e., the last nurse laid off will be the first reinstated.

Section 17.7 Employees shall not be laid off unless they have received written notice at least thirty (30) days before their layoff date. Either party may propose meetings to consider work sharing or other alternatives to a contemplated layoff.

Section 17.8 Seniority shall be broken by:

17.8.1 Termination.

17.8.2 Layoff which is continued for more than six (6) consecutive months.

17.8.3 Failure to accept a recall within seven (7) calendar days of receipt of a written recall notice.

Section 17.9 No new nurse shall be hired by the County until all senior nurses on layoff (of six (6) months or less) have been offered reemployment in the positions available.

Section 17.10 A written recall notice shall be sent by registered or certified mail to the last address which the nurse has given the Human Resources Department of the County. It is responsibility of the nurse to provide Human Resources with a current address.

Section 17.11 Nurses recalled from layoff shall not forfeit previously accumulated seniority, vacation accrual rate, sick leave, educational benefits, or holidays up to the date of layoff. A nurse may choose to be paid for accrued vacation on the date of layoff or at the termination of seniority. No benefits, except as provided under COBRA, shall accrue during a layoff.

ARTICLE 18. DISCIPLINE AND DISCHARGE

Section 18.1 Causes for Discipline. An employee who has successfully completed the probationary period as defined in this Agreement, shall not be disciplined or discharged without just cause. Disciplinary action shall be accomplished in a manner which affords the employee the most protection possible from embarrassment before other employees or the public. Dependent upon the nature of the incident(s) giving rise to such disciplinary action or measure, disciplinary action or measure shall be progressive in nature, commensurate with the offense. Discipline shall include the following steps: oral reprimand, written reprimand, suspension, and/or discharge. More serious offenses may warrant a suspension or discharge at the first occurrence.

The employee and his/her Association representative, unless the employee requests otherwise, will be immediately notified in writing that the employee has been issued a disciplinary action. Such notification shall state in detail the nature of the alleged offense and shall include dates, locations, and other corroborative details.

The Association shall have the right to take up an action of suspension and/or discharge in accordance with the Grievance Procedure provided the nurse has successfully completed the probationary employment period.

An employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment as determined by the arbitrator or neutral who so found the employee unjustly disciplined.

Section 18.2 Personnel Records. Pursuant to ORS 652.750, at the request of the nurse, the employer shall provide reasonable opportunity for the nurse to inspect, in the appropriate County office, the nurse's personnel records which are used or have been used to determine the nurse's qualification for employment, promotion, additional compensation, employment termination, or other disciplinary action. At the request of the nurse, the employer shall furnish a certified copy of such records. The County may make a reasonable charge, as provided by ORS and County policy, for any copies furnished to the nurse.

Section 18.3 Performance Evaluation. Performance evaluations shall be done at least annually. The nurse shall be provided with a copy of the evaluation at the time of the evaluation.

ARTICLE 19. TRANSPORTATION

Section 19.1 Automobile Reimbursement. Nurses required to utilize private vehicles in pursuit of County business must maintain proper vehicle insurance. The employee will be compensated per mile at the prevailing County mileage rate. Every attempt shall be made to provide suitable motor pool transportation for work related activities. Should this not be possible, the nurses will be asked, on a voluntary basis, to use his/her own vehicle and be compensated as is listed above. Work related travel activity during periods of adverse weather conditions may be suspended at the discretion of the Public Health Director and the Human Resources Director.

Section 19.2 Emergency Transportation. If a nurse is required to travel because of a public health emergency and weather conditions make such travel dangerous, the County will attempt to arrange safe transportation.

SIGNATURE PAGE

2019-2022 *AS*

ONA/Klamath County Collective Bargaining Agreement ~~2016-2019~~

FOR THE UNION:

FOR THE COUNTY:



Gary Agor, Ph.D.,
Labor Relations Representative
Oregon Nurses Association (ONA)



Jennifer Little, Public Health Director
Klamath County



Terrolyn Lang, R.N.
ONA Representative



Mika N. Blain, County Counsel
Klamath County



Kellie Hansen, R.N.
ONA Representative

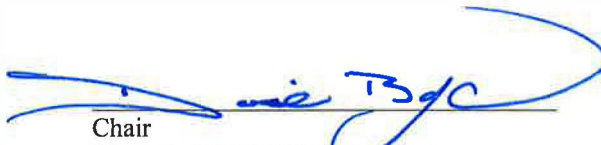


Renee Blakely, Human Resources Director
Klamath County



Elizabeth Weltin, BSN, MSN
Labor Relations Representative
ONA

BOARD OF COMMISSIONERS APPROVAL:



Chair
Klamath County Commissioner



Vice Chair
Klamath County Commissioner



Klamath County Commissioner

Union Ratification Date:

Board Ratification Date:

5/28/2019

EXHIBIT A

SALARY SCHEDULE

Effective July 1, 2019

(note: pay occurs on a semi-monthly basis)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
OF01-FT (Full-time) FLSA Exempt	\$4,311	\$4,483	\$4,663	\$4,849	\$5,043	\$5,245	\$5,455
OF02 – FT (Full-time) FLSA Exempt	\$4,527	\$4,708	\$4,896	\$5,092	\$5,296	\$5,508	\$5,728
OF03 – FT (Full-time) FLSA Exempt	\$4,850	\$5,044	\$5,246	\$5,456	\$5,674	\$5,901	\$6,137
Hourly Equivalent (OF01 - hourly)	\$25.50	\$26.52	\$27.58	\$28.68	\$29.83	\$31.02	\$32.26
Hourly Equivalent (OF02 - hourly)	\$26.11	\$27.15	\$28.24	\$29.37	\$30.54	\$31.76	\$33.03

OF01 – Associates in Nursing

OF02 – Bachelor of Science in Nursing

OF03 – Senior Nurse (BSN)