

COLLECTIVE BARGAINING AGREEMENT

Between

COOS COUNTY

And

OREGON NURSES ASSOCIATION

July 1, 2020 through June 30, 2021

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Exhibit A

ARTICLE 1 - PREAMBLE

This agreement is entered into by Coos County, Oregon hereinafter called the "County," and the Oregon Nurses Association, hereinafter referred to as the "Association." The purpose of this Agreement is to set forth the full and complete agreement concerning collective bargaining matters including wages, hours, working conditions and other matters specified in the Public Employee Collective Bargaining Act (PECBA).

ARTICLE 2 - DEFINITION OF TERMS

SECTION 1. "Employee" means any nurse employed by the County who fills a position in one of the classifications listed in the article of recognition.

SECTION 2. "Extra help" means an employee who is not considered to be either a regular full time or regular part time employee. Such employee shall be ineligible for any of the benefits provided in this contract, including but not limited to vacation, sick leave, health and welfare coverage and pension contributions. Hours worked by an extra employee shall not exceed 1040 in any employee's twelve (12) consecutive month period of time.

SECTION 3. A "regular full time employee" shall be defined as any employee who regularly works or is scheduled to work forty (40) hours per week for a period of six (6) consecutive months.

SECTION 4. A "regular part time employee" is an employee who is regularly scheduled to work less than forty (40) hours per week for six (6) consecutive months.

SECTION 5. A “probationary employee” means a regular full time or regular part time employee who, when initially hired, or promoted, serves a probationary period consisting of no less than one thousand forty (1,040) straight-time hours of work following initial employment with the County or promotion to a new classification or position within the bargaining unit. During the probationary period, a probationary employee may be dismissed, or returned to her former position with or without cause at the sole discretion of the County. This probationary period may be extended by mutual written agreement between the employee and the County for up to an additional one thousand forty (1,040) straight time hours of work. The Extension Agreement shall describe the reasons for such extension.

In the event of a promotion, (which is not merely an assignment to a different position) the newly promoted employee shall serve a probationary period consisting of no less than one thousand forty (1040) straight time hours. The probationary period for a newly promoted employee may be extended up to an additional one thousand forty (1040) straight time hours, provided however, in no event will the newly promoted employee's probationary period last more than one (1) year from the date the employee first assumed the new position. The employee who is promoted does not have to re-qualify for benefits. The employee who is promoted shall have no right to return to her former position after thirty (30) days of employment in the new position. Within thirty (30) days of the promotion, and any time during the probationary period that the employee’s former position remains vacant, the employee may return to her former position, or the employer may place the employee back in her former position. The County shall have the unlimited right to fill a vacated position as a result of a promotion for thirty (30) days with extra-help. After thirty (30) days, the County shall follow its customary practice with respect to use of extra-help.

SECTION 6. The feminine gender includes the masculine and the singular tense includes the plural. “Days” means calendar days unless otherwise specified.

SECTION 7. "Family member" is defined as husband, wife, same-sex domestic partner, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, grandparent, grandchild, uncle, aunt, nephew, niece, stepparent or stepchild of the individual, unless otherwise provided by law. Legally adoptive or foster parents or children of the employee are included in the definitions of “father,” “mother,” “son,” and “daughter.”

ARTICLE 3 - RECOGNITION

The County recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all regular full time and regular part time employees of the County employed in a position in one of the following classifications: PHN I through PHN VII and NP I through NP II .

The employees in the recognized bargaining unit described above shall be covered by the terms of this Agreement only when such employees are working in classifications contained in this Agreement. This Agreement is not intended to cover any other employee classification not specifically referred to in the prior paragraph. Nothing in this Agreement shall be construed to prohibit supervisors or other employees from doing work customarily performed by employees in this bargaining unit on a non-routine basis. In addition to such non-routine work, supervisors shall not be regularly scheduled to perform the work of bargaining unit members in excess of thirty-five percent (35%) of their time. Examples of such non-routine work shall include but are not necessarily limited to work performed during an emergency; when employees are absent due to illness or vacation; and when employees are attending meetings or performing work out of town.

ARTICLE 4 - RIGHTS OF PARTIES

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, sex, sexual orientation, race, color, creed, national origin, or political affiliation. The Association shall share equally with the County the responsibility for applying the provisions of this Agreement.

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

ARTICLE 5 - MANAGEMENT RIGHTS

It is recognized that the County retains certain powers, duties and obligations to be exercised in the interest of the public health, safety and welfare which cannot be delegated or contracted away. It is further recognized by the parties that the County retains all managerial rights and prerogatives except as specifically modified by a provision of this contract; and that they include, but are not limited to, the right and prerogative to:

1. Direct employees.
2. Evaluate, hire, promote, transfer, assign and retain employees in positions, and to suspend, demote, discharge or take other disciplinary action against employees.

3. Relieve employees from duties because of lack of work or other legitimate reason.
4. Maintain the efficiency of governmental and County operations.
5. Determine the methods, means and personnel by which operations are to be conducted.
6. Take whatever action may be necessary to carry out the missions of the County in situations of emergency.
7. Determine reasonable schedules of work and establish the methods and processes by which such work is performed.
8. Determine the need for, and assign employees to, educational and training programs, on-the-job training and other educational activities.

ARTICLE 6 - WORK RULES

It is jointly recognized that the County retains broad authority to fulfill its responsibilities and may do so by implementing work rules, oral or written. It is agreed, however, that no work rule will be adopted or implemented which is inconsistent with any specific provision of this Agreement. The County agrees the Association has the right to challenge work rules in the grievance procedure if it believes the work rule to be arbitrary and/or capricious.

ARTICLE 7 - ASSOCIATION MEMBERSHIP

Section 1. The County agrees to deduct once each month the Association membership dues of those Association members who individually authorize such deductions in writing on a form supplied by the Association. The Association shall provide written

authorization to deduct and/or cease deduction of membership dues to the County within ten (10) calendar days of receiving a membership application form or opt out request form from any nurse who is a member of the bargaining unit. Therefore, the cost per employee is fixed proportionately at the amount of dues uniformly required by each member of the Association, which amount shall be deducted monthly from Association member's compensation and remitted monthly in the aggregate to the Association.

Section 2. Such uniform amounts as the Association certifies to the County as the monthly dues approved by the members of the Association shall be the amount deducted hereunder.

Section 3. If the County acts in compliance with the provisions of this Article, the Association will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County as a result of the County's enforcement of this Article.

Section 4. The County will provide the Association with a quarterly list of nurses showing: name, address, date of hire, job classification, OSBN license number, telephone number and FTE status. The County will also provide a list of newly hired nurses with the same information and the names of terminated nurses whenever a member of the bargaining unit is hired or terminated.

ARTICLE 8 - HOLIDAYS

SECTION 1. The following days are paid holidays.

New Year's Day

Independence Day

Martin Luther King, Jr.'s Birthday	Labor Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Friday following Thanksgiving Day	Christmas Day

Any day declared by the Governor of Oregon as a holiday for purposes of national mourning or celebration.

After ninety (90) calendar days of employment from the date of hire, two (2) floating holidays will be granted to regular full or part time employee(s). Part time employees shall receive pro rata floating holiday pay. Such holidays must be taken once during any fiscal year and will not be cumulative. The department head and the employee will schedule a mutually convenient time for observance of the floating holidays. After completion of ten (10) years of continuous county service, regular full and part-time employees shall be granted one (1) additional floating holiday to be taken once during any fiscal year and will not be cumulative. After completion of fifteen (15) years of continuous County service regular full and part time employees shall be granted one (1) additional floating holiday to be taken once during any fiscal year and will not be cumulative.

SECTION 2. Whenever a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, it will be observed on the preceding Friday. In order to be eligible for holiday pay, an employee must work the scheduled day before and the scheduled day after such holiday or be on paid leave (as that term is defined in this Agreement) and have worked or been on paid leave no less than eighty (80) hours in the calendar month of the holiday. The eighty (80) hour requirement shall be pro rata for part time employees. An employee who fails to meet all of the above described requirements shall not receive holiday pay.

SECTION 3. Regular full time employees who do not work on a holiday shall receive the equivalent of one full day's pay for that holiday. Regular part time employees shall have pro-rated holidays, the number of hours of which will be in direct proportion to the percentage of the forty (40) hour work week worked by the regular part time employees. If an employee works on a holiday, the employee shall receive his or her regular pay plus overtime for the number of those hours actually worked. For all hours in excess of eight (8) hours worked on a holiday, the employee will receive double time for all hours worked. If a holiday falls on a regular work day, a part time employee shall have the option to make up the lost time due to said holiday during that pay period. If a holiday is observed on a part time employee's regular day off, the County may schedule such accrued time off so long as the employee has accrued sufficient holiday time so that a full shift off can be scheduled without loss of pay.

SECTION 4. Holidays which occur during a vacation or paid leave shall not be charged toward such vacation or paid leave.

ARTICLE 9 - VACATION LEAVE

SECTION 1. Accrual. After having served six (6) continuous months of regular full time service, employees shall be eligible and shall be credited with forty-eight (48) hours of vacation leave. After having served six (6) continuous months of regular part time service, employees shall be eligible and shall be credited with a pro rata portion of forty-eight (48) hours of vacation leave based upon the actual number of hours worked each month during the six (6) month period.

In order to be eligible for vacation accrual, a regular full time employee must have worked or been on paid leave no less than eighty (80) hours in the month. Regular part

time employees shall accumulate vacation leave on a pro rata basis. Employees shall accrue vacation leave at the rates provided on the following schedule of continuous services:

- (a) Less than five (5) full years' service, eight (8) hours for each month of service cumulative to a maximum of one hundred ninety-two (192) hours (24 days). After six (6) months of service, the employee shall be entitled to forty-eight (48) hours vacation.
- (b) Five (5) full years, but less than ten (10) full years of service, ten (10) hours for each month of service cumulative to a maximum of two hundred forty (240) hours (30 days).
- (c) Ten (10) full years, but less than fifteen (15) full years of service, twelve (12) hours for each month of service cumulative to a maximum of two hundred eighty-eight (288) hours (36 days).
- (d) Fifteen (15) full years but less than twenty (20) full years of service, fourteen (14) hours for each month of service, cumulative to a maximum of three hundred thirty-six (336) hours (42 days).
- (e) Twenty (20) or more full years service, sixteen (16) hours for each month of service, cumulative to a maximum of three hundred eighty-four (384) hours (48 days).

Employees shall not accumulate vacation hours in excess of the amounts indicated in paragraphs (a), (b), (c), (d) and (e). Whenever it appears that an employee will lose vacation hours because of accrual limitations he or she shall be notified in writing by the department at least three (3) months prior to the time that such vacation time would be lost. Such notification shall be countersigned by the employee and a copy kept of record by

the department head. The employee and department shall arrange for a mutually convenient time for vacation time to be taken within the three (3) month period.

Earned and unused vacation time exceeding the maximum allowed shall be forfeited except the vacation time exceeding the maximum amount to be accrued shall not be forfeited whenever as a result of a requirement of the department head such time cannot be taken. Vacation time not forfeited shall be taken as soon as possible and as mutually agreed. Vacation accrual shall be prorated for part time employees.

SECTION 2. Vacation Accrual During Leave and After Lay Off. All authorized leave taken as a part of the employee's continuous service shall be counted for the purpose of determining the employee's accrual rate. The employee shall accrue vacation leave when on paid leave. To the extent permitted by applicable law, an employee on a short term disability or an employee off work as a result of a workers' compensation injury shall not accrue vacation or other benefits during the period of such leave.

Prior service of employees returning from lay off status shall be counted for the purpose of determining the employee's accrual rate, but the time during lay off shall not be counted.

SECTION 3. Vacation Times. Employees shall be permitted to choose either split or entire vacation periods, and shall take not less than five (5) working days annually. Whenever practicable, and consistent with the needs of the County and the availability of vacation relief, employees shall have the right to select vacation times. It shall be the responsibility of supervisors annually to establish lists showing the vacation periods chosen by individual employees. In the event of a conflict between employees over choice of vacation dates during the first ninety (90) calendar days of any calendar year, the conflict shall be resolved by the senior employee having the right to select the preferred

vacation time. Each employee shall be permitted to exercise his or her right of seniority for vacation scheduling only one (1) time every other calendar year. After the first ninety (90) calendar days of the calendar year, vacation requests will be granted on a first come, first served basis.

SECTION 4. Termination or Death. In the event of the termination or death of an employee, all accumulated vacation credits shall be paid at that employee's current salary rate either to the employee or to his or her heirs. An employee who is terminated for just cause shall not be eligible for any accrued but unused vacation pay.

ARTICLE 10 - SICK LEAVE

SECTION 1. Regular full time employees shall accumulate sick leave at the rate of eight (8) hours per month of service at their regular rates of pay for each month in which he or she works and/or is on paid leave for eighty (80) hours or more. Regular part time employees shall accumulate sick leave at a rate proportionate to the actual amount of time worked. Regular employees are eligible for use of accrued sick leave upon completion of one (1) month of employment.

SECTION 2. Accrued sick leave may be utilized by an employee when he or she is unable to perform his or her duties by reason of his or her personal illness or injury, necessity for medical or dental care including check-ups, exposure to contagious disease, because of illness or injury to his or her family member, or for any other reason permitted under ORS 653.601 *et seq.* (i.e., "Oregon's Sick Time Law"). The employee may be required to furnish satisfactory evidence of illness, consistent with state and federal law.

SECTION 3. No compensation for accrued sick leave shall be provided for any employee for any other purpose, except as provided herein. Upon an employee's death, or termination of employment for whatever reason (excluding termination for just cause),

and the employee has completed one (1) continuous year of service, either the employee or the employee's heirs shall be paid twenty-five percent (25%) of his/her unused sick leave up to nine hundred sixty (960) hours. Upon retirement, the balance of sick leave hours shall be reported to PERS. Payments upon termination shall be based upon the employee's final rate of pay. Sick leave shall not accrue during any period of leave of absence or layoff.

SECTION 4. Sick Leave Abuse. There is no presumption of sick leave abuse, and it is presumed that employees in the bargaining unit will always endeavor to maintain the highest standards of personal and official integrity.

SECTION 5. Transfer of Sick Leave. An employee having accumulated sick leave may transfer a portion of his or her accumulated sick leave to any other County employee who is suffering from an injury, disability or illness preventing the employee from returning to work and who has exhausted all of his or her accumulated sick leave, accrued vacation leave and other leave with pay to which he or she may be entitled. Sick leave contributions may be made only in units of eight (8) hours. Contributions of sick leave shall be limited as follows: Only employees who have accumulated more than two hundred forty (240) hours may make contributions, and no employee may contribute more than forty (40) hours per year to any other employee. No employee can receive more than two hundred forty (240) hours contributed sick leave in any one (1) calendar year.

SECTION 6. The County agrees to unlimited accumulation of sick leave for Public Employees Retirement System (PERS) benefits. Sick leave accumulation may be used to increase employee retirement benefits by applying the total accumulation to the last three (3) years of work for the purpose of determining retirement benefits.

ARTICLE 11 - OTHER LEAVE

SECTION 1. Personal Leave of Absence. A personal leave of absence up to six (6) months may be granted within the discretion of the County for good cause shown when applied for in writing and in advance, except in extreme circumstances. The Board of Commissioners has the authority to extend such leaves. Leaves of absence shall not be approved for employees accepting other employment.

SECTION 2. Family Medical Leave. Family Medical leave of absence shall be as required by relevant State and Federal statutes and County Personnel Policies and Procedures. An employee must use accrued sick, vacation and compensatory time during such leave consistent with the County Personnel Policies and Procedures. Leave in excess of that allowed by statute may be granted by the County.

SECTION 3. Jury Duty. An employee shall be granted jury leave with pay for jury duty, up to a maximum of thirty (30) paid days in any consecutive twenty-four (24) calendar month period, provided that the compensation paid to the employee during the jury duty shall be reduced by the amount of money, if any, received by the employee for such duties excluding mileage reimbursement associated with such jury duty unless operating a County vehicle.

SECTION 4. Military Leave. Military, alternative service, and Peace Corps leave shall be granted in accordance with Federal and State Law.

SECTION 5. Court Appearance. When an employee is subpoenaed for a court appearance regarding County business, the employee shall be paid at his regular rate of pay provided that the compensation paid to the employee during the court appearance shall be reduced by the amount of money, if any, received by the employee for such duties,

excluding mileage reimbursement associated with such court appearance unless operating a County vehicle.

SECTION 6. Educational Leave. After completing one (1) year of service, an employee upon request may be granted leave of absence without pay for educational purposes at an accredited school when it is related to his employment. The Administrator of the Department shall have the sole discretion to determine whether the requested leave of absence is approved. The decision of the Administrator shall be final and binding. A period of such leave shall not exceed one (1) year, but it may be renewed or extended by the County at the request of the employee when necessary. Employees may also be granted leaves of absence, with or without pay, for educational purposes for reasonable lengths of time to attend conferences, seminars and other functions of a similar nature that are intended to improve or upgrade the individual's skills or professional ability, provided that, in the sole discretion of the County, it does not interfere with the operation of the County.

SECTION 7. Expenses. Upon written authorization, food, lodging and travel expenses shall be paid pursuant to County policy to a nurse who is required by the County to attend a conference or meeting away from home or job location upon receipt of a proper detailed County expense form. Changes to the previously issued written authorization require supervisory approval. County will pay tuition and instructional material costs for any employee required by the County to attend a regular course of instruction. The County may continue its current practice of advancing monies to nurses who submit proper expense forms.

SECTION 8. Bereavement Leave. Bereavement leave shall be granted as required by Oregon Revised Statutes. In addition, regular employees shall be allowed up to three (3) scheduled days off for bereavement leave, to be used concurrently with leave

required under Oregon Revised Statutes, with pay at straight-time for the purpose of attending the funeral and assisting in arrangements therefore in the event of the death of an employee's family member. Bereavement leave may be extended up to one (1) week if the death occurs outside the state and the employee does in fact travel outside the state of Oregon to attend the funeral; provided however, that the employee shall use any available accruals or be granted leave without pay to cover such additional leave. Paid days off will be limited to the employee's scheduled workdays. Scheduled days off will not be changed to avoid payment of funeral leave. Should the employee be notified on the job of such death, he/she will also get the remainder of that day off with pay. Time off for the death of relatives not covered under the definition of family member, or time off in addition to the days specified above, may be taken as unpaid leave provided the employee has received the authorization from the department head. It shall be the duty of the employee to notify the department head of a pending absence.

SECTION 9. Association Business. An employee may be granted an unpaid leave of absence in order to participate in Association business. Requests for such leave shall be in writing and shall not be unreasonably denied by the County. Denial of leave is subject to the grievance process. The County has no obligation to grant more than ten (10) calendar days off to any bargaining unit nurse in any calendar year for purposes of attending to Association business.

SECTION 10. Educational Training. At such time as the Oregon State Board of Nursing adopts mandatory educational requirements for license maintenance, the County and the Association will negotiate this Article. During these negotiations, Article XXIV shall not apply.

ARTICLE 12 - HOURS OF WORK

SECTION 1. The normal workday shall consist of eight (8) consecutive hours of work excluding lunch periods. Employees shall be scheduled to work on a regular work shift and each shift shall have regular starting and ending times. The basic work week shall consist of seven (7) consecutive days starting at 12:01 AM Sunday and ending the following Saturday at midnight and shall normally consist of five (5) consecutive days of work, commencing on Monday and ending on Friday.

SECTION 2. Each employee shall be afforded a fifteen (15) minute rest period during the first four (4) hours of the work day and a fifteen (15) minute rest period during the second four (4) hours of the work day.

SECTION 3. Each employee shall be afforded a one (1) hour lunch period on the employee's time, which shall be scheduled as near as possible to the middle of the work day.

SECTION 4. County will attempt to give an employee seven (7) days' notice of any work to be performed outside of the normal work day or normal work week. If less than 48 hours' notice is provided, all work performed outside of the normal work day or normal work week and within 48 hours of the employee's receipt of notice shall be compensated at the overtime rate. This section applies to both temporary and permanent schedule changes.

SECTION 5. So that the employee can more effectively meet the health needs of the community, he or she may, with the consent of the County, elect to work outside of the normal work day or normal work week. However, under this provision, except as provided in Article 13, Section 4 of this agreement, no employee may work more than forty (40) hours in any one (1) week. By mutual agreement between an employee and

the County, the employee will be able to work a schedule equivalent to a four (4) day/ ten (10) hour day workweek. The employee would be paid one and one-half (1/2) times their regular rate of pay for work performed over ten (10) hours in a day or forty (40) hours in a week.

SECTION 6. The eight (8) and forty (40) hours provisions of this Article and of Article 13 - Overtime shall not apply to time spent in employee initiated travel to and from and participation in County authorized professional training sessions. If an employee is authorized by the County to participate in such training on the employee's regular day off, the County shall provide an equal amount (up to eight [8] hours) of compensatory time off.

SECTION 7. Travel required by the County or in relation to authorized professional training, shall be compensated pursuant to the terms of this Agreement and County policy.

ARTICLE 13 - OVERTIME

SECTION 1. Except in an emergency, all overtime must be approved in advance by the County. Overtime is work performed in excess of eight (8) hours in one day or forty (40) hours in a seven (7) consecutive day period. For those employees assigned to work a four (4) day/ ten (10) hour work week, overtime is work performed in excess of ten (10) hours in one day or forty (40) hours in a seven (7) consecutive day period.

SECTION 2. Overtime shall be compensated by cash or by time off computed at the rate of one and one-half (1-1/2) times for each hour or quarter of an hour of overtime worked, taken within the same quarter.

The employee may elect to take cash or compensatory time off, providing funds remain in the department budget for payment of cash. In all cases, the employee will

have the consent of the department regarding when the compensatory time may be taken. If an agreement cannot be reached as to when the time may be taken, the County shall pay the employee cash.

SECTION 3. Call Back Time. Any employee who has been off duty and is called back to work to their work site location outside their regular work shift shall be compensated by cash or time off a minimum of two (2) hours at the rate of one and one-half (1-1/2) times their normal pay.

SECTION 4. Flex Time. Employees shall be paid overtime as stated in Sections 1, 2 and 3 with the following exceptions:

Employees whose work assignments require work in excess of their regular eight (8) or ten (10) hours in one day shall be granted compensatory time off (Flex Time) at straight time which shall be taken within the twenty-six (26) week periods earned and set forth below. To the extent possible and consistent with operational requirements such comp time shall be taken at the convenience of the employee. If an employee fails to request specific times off, when accrued Flex-Time hours balance exceeds twenty-four (24) hours, or when the County is unable to accommodate the specific time(s) requested by the employee, the County may select the dates and/or times to be taken off. The parties recognize that for the purpose of effectuating the Flex Time arrangements in this Article, the parties have entered into a valid "1040 plan" pursuant to 29 USC§ 207(B). The parties agree that the twenty-six (26) consecutive week periods will begin on January 1 and July 1 of each year.

ARTICLE 14 - WAGES

SECTION 1. Effective July 1, 2020, wage rates shall be as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference and which

represents an increase in wages and a change to the wage scale structure compared to the wages and wage scale structure in effect on June 30, 2020.

Effective July 1, 2020, all wages for classifications PHN (602), PHN IV (605), and PHN V (606), NP1 (609) and NP2 (610) shall be increased by an additional 1% over the wage rates in effect on June 30, 2020. The remaining classifications shall remain unchanged. .

SECTION 2. A new employee will receive a step increase at six (6) months if job performance is acceptable. Thereafter, employees will receive yearly step increases if job performance is acceptable until Step 5 is reached. The acceptability of job performance shall be determined by the employee's annual job evaluation. In the event of an unsatisfactory evaluation, the employee will be denied the regular step increase which would otherwise apply. In the event of such a denial, the employee will be given five hundred twenty (520) hours of work to improve his/her performance to acceptable standards. In the event that the employee's work performance does not improve in this five hundred twenty (520) hours of work period, the step increase shall not be credited to the employee until such time as the next yearly step increase may be earned. Promotion to higher classification will be based, in part, on whether vacancies exist in higher classifications and whether funds are available for the position. The Administrator shall assess experience required. Employees promoted to a higher classification shall serve the probationary period referenced in Article 2, Section 5 for that classification providing management the ability to evaluate acceptable job performance in the new classification. Subject to receipt of a satisfactory performance evaluation, a promoted employee may be eligible for a step increase and a new anniversary date upon completion of six (6) months in the new position. If an employee's job performance is unsatisfactory, the employee shall be returned to the job classification at the same salary step held prior to the promotion.

Step level at which an employee is placed in this higher classification will provide a salary increase of not less than one (1) step above the employee's former salary. If an employee's duties and responsibility decrease, the employee may be reduced in classification accordingly.

Employees within the bargaining unit shall be hired at Step 1 of the appropriate salary, unless a new employee is more qualified than other employees currently employed at that rate. If a new employee is more qualified, he or she may be hired at any rate up to the rate at which he or she is as qualified as present employees in that step. Such qualifications may be measured by any of the following:

- (a) Skills required for that position.
- (b) Any appropriate merit tests.
- (c) Additional education or formal training beyond the minimum requirement for the position appropriate for the job classification.
- (d) Outside nursing experience directly related to the work required beyond the minimum required for the job classification at a rate of two (2) years for step longevity.
- (e) If the employee holds any credentials required or preferred in the classification one range above that being filled, he or she may be hired up to Step 3, provided no one is employed in Step 1 or 2 who holds such credentials. The County may require, upon one (1) calendar week notice at the County expense, any employee to take any test necessary to implement this section, provided that no employee shall be required for the purpose of this section to be tested more frequently than once every six (6) months.

EXCEPTION: The new hire provisions above are not applicable to any positions established by the County under any program funded in whole or in part by agencies outside the County and intended to provide employment or training to minority or unemployed persons. Employees hired under such programs may receive the same seniority rights as other employees.

SECTION 3. Whenever an employee is required to assume all of the essential duties and responsibilities in a classification above that which the employee is classified, for two (2) working weeks or more, the employee shall be paid retroactively for such work at the rate in which he or she would be entitled if he or she were promoted to Step 1 of that position. In no case will the employee make less than an amount equal to one (1) step above his or her current rate.

This section does not apply in situations where an employee is assuming the duties of a higher classification for training purposes and where the County and the Association have agreed to the classification change without a change in pay.

SECTION 4. Standby Duty. The County may require any employee to serve standby duty whenever such duty is necessary to further the public health, safety or welfare of the County or when needed to fulfill the statutory obligations of the County. Employees on standby duty are those who must be available to the phone or other calling device within a reasonable time during the designated period. Employees on standby duty shall be responsible to perform all assignments and respond to all calls as may be required of the duty. In addition to any overtime payment that is made for time spent working, employees shall receive compensation at a rate of two (2) hours for one (1) week of standby time. Compensation for standby duty shall only be provided in the form of time off and such time off earned under this section shall be taken within ninety (90) days. A pager or phone shall

be provided by the County for all such employees. When called upon to act in response to a pager call employees will be compensated at one and one half (1-1/2) times their normal rate of pay to be used as Flex Time.

ARTICLE 15 - HEALTH & LIFE INSURANCE

The County agrees to make a Health and Welfare monthly premium payment for each employee for medical; dental; and vision; benefits (G/W/L, D-5, V-4 subject to availability from OTET). The parties agree that any contribution required by an employee will be deducted from the employee's paycheck.

Effective July 1, 2020, the County's contribution towards medical, dental, and vision benefits shall not exceed an average monthly composite rate of one thousand four hundred dollars (\$1,400.00) per month, per eligible employee until June 30, 2021.

SECTION 1. Eligibility. All regular full time and regular part time employees who are on paid status for eighty (80) or more hours per month shall be eligible for health insurance the first (1st) day of the month following the first (1st) month in which the employee was on paid status for eighty (80) hours or more. For the purpose of this agreement, "paid status" includes hours worked (excluding overtime) and hours the employee was away from work on approved paid leave.

SECTION 2. Individual Health Care Account. Effective January 1, 2008, the County shall contribute an amount equal to 2.4% of the employee's regular wages each month to a tax free, tax exempt, Individual Health Care Account (i.e. voluntary employees' beneficiary association [VEBA] account) for all regular full-time and regular part-time

employees who are on paid status for eighty (80) or more hours per month and who have established eligibility under Section 2 above. The cost to the County of this benefit shall not exceed an amount equal to 2.4% of the employee's regular wages. For the purpose of this section, an employee's "regular wages" includes all straight time hours worked, overtime pay, vacation pay, holiday pay, and sick leave pay.

ARTICLE 16 - PENSION

The County shall participate in the Public Employees Retirement System. Benefits will be provided under the Oregon Public Employees Retirement System (PERS) or Oregon Public Service Retirement Plan (OPSRP), whichever is applicable pursuant to ORS 238 and 238 A. Effective January 1, 2008, the County shall pick up the six percent (6%) employee contribution to PERS or OPSERP whichever is appropriate. The County shall provide for a PERS credit for unused sick leave upon retirement under O.R.S. 237.153.

ARTICLE 17 - WORKERS' COMPENSATION

SECTION 1. Insured Personnel. All County employees will be insured under the provisions of the Workers' Compensation Act for injuries/illnesses received while at work for the County.

SECTION 2. Supplemental Insurance. The County will maintain Supplemental Workers' Compensation Insurance for each employee covered by this agreement. The insurance will be provided by the Standard Insurance Company or another comparable carrier. The insurance shall supplement the amount received by the employee from Workers' Compensation for on-the-job injuries in an amount to insure the injured employee one hundred percent (100%) of his or her monthly net take home pay up to a period of six (6) months.

SECTION 3. Long Term Disability Insurance. The County shall maintain insurance to cover employees in the bargaining unit for long term disabilities. Such insurance shall supplement Workers' Compensation or Social Security for a period of five (5) years beginning after the first six (6) months of disability at a rate of sixty percent (60%) of base monthly pay.

SECTION 4. On-the-Job Injury. Employees off work due to an on-the-job injury and receiving Workers' Compensation benefits shall continue to accrue seniority while off work from the beginning of the leave due to the on-the-job injury.

ARTICLE 18 - OTHER BENEFITS

SECTION 1. Bulletin Boards. The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Association and to allow posting of all notices of the Association. The Association shall limit its posting of notices and bulletins to such bulletin boards.

SECTION 2. Association Representatives. Accredited representatives of the Association, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to examine work conditions, provided that such visits shall not interfere with or cause neglect of employees' work.

SECTION 3. Transportation. If the County provides employees with vehicles, it will assume responsibility for maintaining and cleaning such vehicles. Vehicles will be maintained in safe working condition by the County. Any unsafe condition coming to the attention of the employee shall be reported in writing to the County, and the County shall restore the vehicle to a safe and healthful condition as soon as possible or shall remove the vehicle from service. The Road Department mechanic shall make the determination as to the safe and healthful condition of any County vehicle. No employee shall be required to operate a vehicle which has been reported as unsafe or unhealthy.

An employee whose job requires driving from home to a job location or locations other than the Health Department office and back home in his or her vehicle shall receive the County designated rates per mile for all such travel. Such mileage reimbursement shall also be paid for all miles driven in response to County business, including travel between job locations or Health Department offices when a County vehicle is not available.

SECTION 4. Tuition Reimbursement. The County may reimburse an employee for the cost of tuition, to a maximum of six (6) course hours in a calendar year, for any course taken on the employee's own time and which is related to his or her position and will result in professional improvement. The determination of whether the course is related to an employee's position shall be made by the Administrator, whose decision shall be final and binding. A denial of the request may be subject to the grievance procedure. Such denial shall not be made in an arbitrary or capricious manner. Reimbursement will be made only if the employee is able to obtain a grade of "C" or better in the course, if grades, or a "pass" if the course carries no grade.

SECTION 5. Flu Vaccinations. The County shall make appropriate and timely flu vaccine immunizations available to all interested employees covered by this Agreement at cost. The County shall notify nurses of the cost of flu vaccine before the first scheduled flu clinic.

ARTICLE 19 - ADJUDICATION OF RIGHTS

Adjudication of a dispute concerning a regular employee's rights which are granted by this Agreement shall be accomplished as follows:

STEP 1. Within seven (7) calendar days of the occurrence of the matters causing the dispute, or if the employee is unaware of such matters at the time, then within

seven (7) calendar days after the employee becomes cognizant of such matters, the employee shall present the dispute to his supervisor in writing. The writing shall state the nature of the dispute, the provisions of the contract which grants the affected right and the remedy requested.

STEP 2. If the dispute is not settled within seven (7) calendar days of the presentation to the supervisor, the dispute may be presented to the department head or his designee within an additional seven (7) calendar days. The department head, or his designee, and such representatives as he may select shall meet promptly with the employee and the employee's representative to attempt to settle the dispute.

STEP 3. If the dispute is not settled within fourteen (14) calendar days of its presentation to the department head, the dispute may be submitted to the Board of County Commissioners or their designee within fourteen (14) calendar days thereafter. The Board of County Commissioners or their designee shall consider the matter and shall issue a decision within fourteen (14) calendar days of the date that the dispute is submitted to them.

STEP 4. If the employee is dissatisfied with the decision he may, within twenty-eight (28) calendar days of the date of the submission of the dispute to the Board of County Commissioners, serve notice of his intention to arbitrate the dispute. Such notice shall be in writing and delivered to the Board of Commissioners.

After the dispute has been so submitted, the parties, or their representatives, shall jointly request Employment Relations Board for a list of the names of five (5) arbitrators. The parties shall select an arbitrator from the list by such method as they may jointly elect or, if they are unable to agree, then by the method of alternative striking of names under which the employee shall strike the first name objectionable to him and the County shall strike a name objectionable to it. The final name left on the list shall be the

arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list. The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, add to or detract from the terms of this agreement. His decision shall be within the scope and terms of this agreement and in writing. The arbitrator shall be asked but not required to submit his award within twenty-one (21) calendar days from the close of the hearing. His decision may also provide retroactivity not exceeding forty-two (42) calendar days. The County and the Association shall equally divide the compensation of the arbitrator's fee, the cost of any hearing room and the cost of shorthand reports, if mutually agreed to, unless such are paid by the State of Oregon.

ARTICLE 20 - SPECIAL CONFERENCES

Special conferences for important matters may be arranged between designated representatives of the Association and the County upon request of either party. The matters to be discussed at such a conference shall be proposed at the time the conference is requested. Two (2) Association representatives may participate in such conferences without loss of pay.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

SECTION 1. Discipline. Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension without pay with notice in writing, demotion, decision-making leave, or discharge.

The County shall not discipline any employee without just cause. Any disciplinary action or measure imposed upon an employee may be processed through the adjudication of rights procedure. If the County has reason to reprimand an employee, it shall be done in manner that will not embarrass the employee before other employees or the public.

SECTION 2. Suspension/Discharge. The employee and his Association representative, unless the employee requests otherwise, will be immediately notified in writing that the employee has been suspended or discharged. 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 the suspension and/or discharge at Step 3 of the Adjudication of Rights procedure.

SECTION 3. This article does not apply to probationary employees.

SECTION 4. Personnel Records and Performance Evaluations. Personnel Records: Pursuant to ORS 652.750: At the request of the employee the County shall provide reasonable opportunity for the employee to inspect the employee's official personnel records which are used or have been used to determine the employee's qualification for employment, promotion, additional compensation or employment termination or other disciplinary action. At the request of the employee, the County shall furnish a certified copy of such records. An employee may be obligated to pay any required costs of copying for such certified records.

Performance Evaluation: Performance evaluations shall be done on an annual basis. The employee shall be provided with a copy of the evaluation at the time of the evaluation.

ARTICLE 22 - GENERAL PROVISIONS

SECTION 1. Reduction in Personnel. In case of budgetary limitations requiring a reduction in personnel, the decision to lay off is based on performance, fitness,

seniority and program specialty. Where otherwise equal in performance, fitness, and program specialty, persons with the highest seniority will be retained.

SECTION 2. Change in Assignment. Current employees will be given preference in the filling of new positions. A nurse who desires a change in assignments shall make his/her desires known in writing to the individual designated by the appropriate department or division head who shall retain such requests for subsequent consideration when an opening occurs. The department will post or circulate a list of job vacancies as they occur. Where there are two (2) or more qualified employees bidding for a vacant position, preference shall be given to the most senior.

SECTION 3. Alternative Leave Accrual/Longevity. With the prior approval of the County and the Association, an employee returning to employment within two (2) years of their most recent date of separation, shall be credited with their total length of service for the purpose of determining vacation leave accrual, floating holiday accrual, and longevity pay.

ARTICLE 23 - SENIORITY AND LAY OFF

SECTION 1. Seniority shall mean the length of continuous service with the County.

SECTION 2. For the purposes of determining the length of service with the County, the accumulation period shall commence with the most recent date of hire for regular part time or regular full time employees.

Seniority shall be accumulated separately for regular part time and regular full time employees.

SECTION 3. A layoff is defined as an involuntary separation from County service. A position can be designated for layoff due to lack of work, lack of funds, abolishment of position or for other involuntary reasons not reflecting discredit on the employee. A written notice of layoff stating the reasons for it shall be given at least fifteen (15) calendar days before the effective date of layoff except in emergency situations. Layoff rights pursuant to this article shall extend twenty-four (24) months from the date of involuntary separation.

SECTION 4. In the event of lay off or a reduction in hours, employees may then bump other employees in the following order:

- (a) Temporary and extra help employees
- (b) Probationary employees
- (c) The least senior part time employee in a classification
- (d) The least senior full time employee in a classification

SECTION 5. An employee subject to layoff in an affected position shall have the right to "bump" the least senior employee in an equal or lower job classification, subject to the following:

- (a) The employee must have more seniority than the employee being "bumped".
- (b) The employee must have the required skills, ability and qualifications to effectively perform the work of the remaining position without a training period.
- (c) If the employee bumps into a lower classification, such employee shall be placed on a step on the lower pay range which represents an

amount closest to, but not more than, the employee's existing salary.

Employees who bump to an equal position shall continue at their regular pay rate.

- (d) A part time employee who is eligible to bump a full time employee or an employee with more hours, must agree to work all of the hours required of the new position.
- (e) The decision of the Administrator shall be final with respect to an employee's qualifications to perform the remaining work. The Administrator's decision may be challenged under the grievance procedure only if made in an arbitrary or capricious manner.
- (f) Reduction of hours is defined as a reduced work schedule. A reduction in hours is not subject to bumping rights until the reduction in hours has reached a level that the employee is no longer eligible for County paid benefits. It is agreed that temporary, probationary and extra help employees shall be laid off before a reduction in hours may be implemented subject to the other provisions of this Article.
- (g) A reduction in work may, if mutually agreed by the County and the effected employee, be accomplished by a distribution among employees.
- (h) The County shall determine the position(s) to be laid off or reduced in hours. Layoffs or a reduction in hours may be accomplished by seeking volunteers.

SECTION 6. Employees shall have re-employment rights in the reverse order of layoffs. Employees will be notified of re-employment opportunities by certified mail, return receipt, sent to the last address given by the employee to the County Human Resources Office. The employee will have five (5) calendar days from postmark date of such notice to notify the department head of his/her intention to return on the date specified by the County. Failure to respond timely shall result in forfeiture of all re-employment rights. It shall be the responsibility of the employee who has been laid off to provide the current telephone number and address where he or she may be reached. Employees outside the department shall not be employed for a vacancy in the unit if there is an employee on the layoff list with the required experience and qualifications. Benefits and seniority shall not accumulate during the layoff period.

SECTION 7. Seniority shall be lost for any of the following reasons:

- (a) Termination, except that permanent employees who resign their position in order to accept a relief or temporary position shall have their accrued seniority restored upon return to permanent status;
- (b) Layoff or lack of work that has continued for more than twenty-four (24) consecutive months.

ARTICLE 24 - STRIKES AND LOCKOUTS

During the term of this Agreement there will be no strikes, withholding of professional services or work slowdowns by the employees or lockouts by the County.

ARTICLE 25 - WARRANTY OF AUTHORITY

Persons executing this Agreement on behalf of County and of the Association hereby warrant and guarantee that they have the authority to act for, bind and collectively bargain on the behalf of the organizations which they represent.

ARTICLE 26 - REPRODUCTION COSTS

The cost of reproducing copies of this agreement for members of the bargaining unit and for the County will be shared through a mutual agreement between the County and the Association.

ARTICLE 27 - SAVINGS CLAUSE

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

ARTICLE 28 - CONTRACT NEGOTIATIONS

A negotiating team for the Association to include no more than two (2) employees may attend negotiation meetings with County representative to secure renewal of this contract without loss of pay. The County's obligation shall be to pay each representative no more than eight (8) hours of straight time pay for each day of contract negotiations. No pay shall be provided to Association representatives who are not members of the bargaining unit. Employees shall only receive compensation for time actually spent in collective bargaining with the County's collective bargaining representatives. During the collective bargaining process, the County shall not be obligated under any circumstances to provide more than one hundred fifty (150) hours of total straight time compensation to the employee-representative(s) selected by the Association to participate in the collective

bargaining process. If such paid hours are exceeded before the contract bargaining process is completed, the date, time and place for negotiation meetings shall be established by mutual agreement between the parties. In addition, the Association shall be provided notice and an opportunity to bargain on any County proposed changes in mandatory subjects during the term of this Agreement.

ARTICLE 29 - DURATION AND TERMINATION

This agreement shall be effective upon execution by the parties and shall remain in force through June 30, 2020, subject to Article XI, Section 10 of the Oregon Constitution and the provisions of Oregon's Local Budget Law. If either party wishes to renew or modify this agreement it shall notify the other party in writing not more than one hundred twenty (120) calendar days or less than ninety (90) calendar days prior to the expiration of this agreement.

COOS COUNTY

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

OREGON NURSES ASSOCIATION

By: _____

Date: _____

HEALTH DEPARTMENT

Coos Health & Wellness Director

Date: _____

EXHIBIT A
 OREGON NURSES ASSOCIATION/COOS COUNTY
 Fiscal Year 2020-2021
 Effective July 1, 2020

RANGE	Pay Grade	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
PHN	600	4,953 28.5750	5,186 29.9192	5,433 31.3442	5,688 32.8154	5,958 34.3731	6,262 36.1269
Coordinating Multiple Programs							
PHN IV	605	4,938 28.4885	5,161 29.7750	5,393 31.1135	5,636 32.5154	5,890 33.9808	
Supervisor							
PHN V	606	5,183 29.9019	5,417 31.2519	5,660 32.6538	5,915 34.1250	6,181 35.6596	
1%							
Limited Specialty							
NP1	609	6,112 35.2615	6,387 36.8481	6,674 38.5038	6,974 40.2346	7,288 42.0462	
Family Nurse Practitioner							
NP2	610	6,479 37.3788	6,770 39.0577	7,074 40.8115	7,392 42.6462	7,728 44.5846	