

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION (ONA)

AND

KLAMATH COUNTY

July 1, 2016 – June 30, 2019

TABLE OF CONTENTS

PREAMBLE 1
ARTICLE 1. RECOGNITION 1
ARTICLE 2. ASSOCIATION MEMBERSHIP 2
ARTICLE 3. MANAGEMENT RIGHTS 3
ARTICLE 4. STRIKES AND LOCKOUTS 3
ARTICLE 5. HOLIDAYS 4
ARTICLE 6. VACATION 5
ARTICLE 7. HOURS OF WORK 6
ARTICLE 8. SICK LEAVE 7
ARTICLE 9. OTHER LEAVES OF ABSENCE 9
ARTICLE 10. HEALTH, WELFARE AND RETIREMENT 12
ARTICLE 11. GRIEVANCE AND ARBITRATION 13
ARTICLE 12. PROBATIONARY PERIOD 15
ARTICLE 13. COMPENSATION 16
ARTICLE 14. SAVINGS CLAUSE 16
ARTICLE 15. TERMINATION OF AGREEMENT 17
ARTICLE 16. NEGOTIATING TEAM 17
ARTICLE 17. SENIORITY, LAYOFF & RECALL 17
ARTICLE 18. DISCIPLINE AND DISCHARGE 18
ARTICLE 19. TRANSPORTATION 19
EXHIBIT A VACATION ACCRUAL TABLE 22
EXHIBIT B SALARY SCHEDULE 23

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
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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 (1,040 to 1,949 hours per year) basis within the Klamath County Public Health Department, excluding registered nurses employed on an irregular part-time (1,039 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 2,080 hours per year, 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

1 Agreement and shall be entitled to employer paid benefits on a prorated basis based on their
2 FTE; with the exception of the medical contribution amount. Employees that are a .75 FTE or
3 greater shall receive the medical contribution amount equivalent to a full-time employee. For
4 example, a 0.60 FTE employee would receive 60% benefits.

5
6 **ARTICLE 2. ASSOCIATION MEMBERSHIP**
7

8 **Section 2.1** Membership or non-membership in the Association shall be the individual choice of
9 employees covered by this Agreement. However, any employee who chooses not to belong to
10 the ONA shall make a "payment-in-lieu-of-dues" which shall be limited to a fair proportional
11 share of the cost of negotiation and contract administration by the Association. The County will
12 notify Nurses, in writing, of their union dues obligation under this clause and obtain a signed
13 union dues deduction authorization form. This signed union dues deduction form will be placed
14 in the Nurses personnel file and a copy will be mailed to the ONA. Such payment shall be equal
15 to and shall in no event exceed periodic dues uniformly required. Should such "fair share" be
16 declared unlawful under Oregon law by a court of competent jurisdiction the preceding sentence
17 shall be inoperative. The County agrees that no disciplinary or other action will be taken by the
18 County against employees covered by this Agreement by reason of action or conduct as
19 provided in this Article. Nurses who are not compliant after thirty (30) calendar days from their
20 date of hire shall be suspended from the work schedule until they are in compliance with the
21 contract. All Nurses shall maintain membership or pay fair share while employed by Klamath
22 County.

23
24 **Section 2.2** The County agrees to continue to deduct from the paycheck of each employee who
25 has so authorized it, the regular monthly dues uniformly required of members of the Association.
26 Payment-in-lieu-of-dues will be deducted from the paycheck of each nurse who has not elected
27 to pay dues. The amounts deducted shall be transmitted monthly to the Association on behalf
28 of the employees involved. Authorization for deduction of dues shall be in writing, signed by the
29 employee on forms furnished by the County and may be revoked by the employee upon written
30 request. It is the employee's responsibility to ensure the authorization forms are returned to the
31 Human Resources Department within the first ten (10) days of employment. Failure to do so
32 may result in back payment of dues accordingly. The performance of this service is at no cost
33 to the Association. The employee must submit, in writing, any change in membership status to
34 the ONA Membership Coordinator at the following address:

1 Oregon Nurses Association
2 18765 SW Boones Ferry Road, Suite 200
3 Tualatin, OR 97062
4 Attn: Membership Coordinator
5

6 If the employee has elected payroll deduction, the ONA will notify the County of the change in
7 membership status and the County will begin deducting the new amount reflecting the change in
8 status.
9

10 **Section 2.3** The Association shall indemnify and save the County harmless against any and all
11 suits, claims, demands and liabilities that arise out of or by reason of action taken by the County
12 pursuant to this Article 2.
13
14

15 ARTICLE 3. MANAGEMENT RIGHTS

16
17 The County retains all the customary, usual, and exclusive rights, decision-making,
18 prerogatives, functions, and authority connected with or in any incident to its responsibility to
19 manage the affairs of the County or any part of it. The rights of employees in the bargaining unit
20 and the Association are limited to those specifically set forth in this Agreement, and the County
21 retains all prerogatives, functions and rights not specifically limited by the terms of this
22 Agreement.
23

24 The exercise of any management prerogative, function, or right which is not specifically modified
25 by this Agreement is not subject to the grievance procedure, to arbitration, or as set forth above,
26 to bargaining during the term of this Agreement. Operational policies or management
27 procedures not specifically addressed in this Agreement shall be subject to the current Klamath
28 County Human Resources Policy & Procedures Manual.
29

30 ARTICLE 4. STRIKES AND LOCKOUTS

31
32 **Section 4.1. Continuity of Service.** No employee covered by this Agreement shall engage in
33 any work stoppage, slowdown, picketing, or strike at any County facility or place where County
34 functions are performed during the life and duration of this Agreement. If any such work
35 stoppage, slowdown, picketing, or strike shall take place, the Association will immediately notify
36 such employees engaging in such activities to cease and desist, and it shall publicly declare that
37 such work stoppage, slowdown, picketing, or strike is in violation of this contract. Employees in

1 the bargaining unit, while acting in the course of their employment, shall not refuse to cross any
2 picket line established in the County by any labor organization when called upon to cross such
3 picket line in the line of duty. Any employee engaging in any activity in violation of this Article
4 may be subject to disciplinary action or discharge.

5
6 **Section 4.2 Lockouts.** There will be no lockout of employees in the unit by the County during
7 the life and duration of this Agreement.

8
9 **ARTICLE 5. HOLIDAYS**

10
11 **Section 5.1 Holidays.** The following shall be recognized as holidays for nurses:

12
13 New Year's Day Martin Luther King, Jr., Day Labor Day
14 President's Day Memorial Day Veterans' Day
15 Independence Day Thanksgiving Day Christmas Day
16 Two Floating Holidays* Friday following Thanksgiving Day

17
18 * Floating Holidays are to be taken between July 1 and June 30, scheduled in advance and with
19 the approval of the Director or his/her designee. All nurses, except as explained further below,
20 are eligible to accrue and utilize two (2) floating holidays per fiscal year in accordance with the
21 provisions of Article 5.

22
23 Accrual of floating holiday hours for newly hired employees shall be pro-rated in direct
24 proportion to the number of hours worked during their first fiscal year of employment.

25 Thereafter, floating holidays shall be accrued in accordance with the schedule above. Newly
26 hired and/or probationary employees shall not be eligible to utilize floating holiday hours until
27 after the successful completion of their probationary period. Floating holidays may not be
28 carried forward from one fiscal year to the next fiscal year.

29
30 Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the
31 holiday and, if it falls on a Saturday, the preceding Friday shall be observed. If the nurse is on
32 an authorized vacation, sick leave, or any other leave with pay when a holiday occurs, such
33 holiday shall not be charged against such leave.

34
35 **Section 5.2 Holiday Pay.** Eligible nurses shall receive one day's pay for each of the holidays
36 listed above on which they perform no work. Holiday accrual and payment shall be prorated in
37 direct proportion to a nurse's hours paid during any period of time in which a nurse works less

1 than the normal 40 hour (2,080 annual) work schedule. When a holiday falls on a nurse's
2 regular scheduled workday, the nurse shall be paid at the prorated rate for that day.

3
4 When a holiday falls on a day off for a less than full-time, 40 hour per week nurse, that nurse
5 shall be awarded another day off with pay at the prorated rate. Such day off shall be as
6 mutually agreed to between the nurse and the Director of Public Health, or his/her designee, but
7 shall be approved and taken within ten (10) working days from the date of such holiday.

8
9 **Section 5.3 Holiday Work.** If a nurse is required by the Director of Public Health or any person
10 designated by the Department Director to work on any of the holidays listed above, he/she shall
11 receive in addition to his/her regular holiday pay a full day off to be scheduled by mutual
12 agreement between the employee and the Director of Public Health.

13 14 **ARTICLE 6. VACATION**

15
16 **Section 6.1 Accrual.** Regular nurses shall be entitled to earn vacation time in accordance with
17 Subsections listed hereafter. Vacation shall accrue on a monthly basis from the date of hire and
18 shall vest after successful completion of the probationary period. After the probationary period,
19 eligible employees shall be credited with all accrued hours from date of hire. Thereafter,
20 vacation shall accrue for each regular hour paid at the rates in accordance with the vacation
21 accrual table attached to this Agreement and marked Exhibit A, which is hereby incorporated
22 into and made part of this Agreement.

23
24 **Section 6.2 Vesting: Accumulation of Vacation Credit.** After the first six (6) months of
25 employment, nurses will be credited with and able to take up to six (6) days vacation.
26 Thereafter, at the end of each month, the nurse will be credited with the vacation he/she has
27 earned during the preceding month in accordance with the accrual rates in Exhibit A, prorated
28 on a monthly basis. Vacation shall be scheduled in accordance with Section 6.4, but
29 accumulated vacation carryover from year to year may not exceed a total of two (2) years
30 accumulation. Any nurse reaching the maximum accumulation shall be notified not later than
31 one (1) month before the anniversary date. The nurse shall then make arrangements within the
32 department to either utilize some of the accumulated vacation or, if there are bona fide reasons
33 why vacation has accumulated and cannot be taken prior to reaching the maximum point, the
34 nurse will submit a special request in writing to the department requesting permission to carry
35 over the accumulated vacation for a specified period of time.

1 **Section 6.3 Continuous Service.** Continuous service for the purpose of accumulating
2 vacation and sick leave credit shall be service unbroken by separation from the County, except
3 that time spent by a nurse on compulsory military leave, sick leave, and authorized educational
4 leave shall be included as continuous service. Time spent on other types of authorized leave
5 will not be counted as part of continuous service, provided that nurses returning from such leave
6 and employees on layoff status will be entitled to credit for service prior to the leave or layoff.

7
8 **Section 6.4 Scheduling.** Nurses shall be permitted to request vacation either on a split or an
9 entire basis. Vacation time shall be scheduled by the Director of Public Health, Nursing
10 Supervisor, or person designated by the Department Director based on his/her judgment as to
11 the needs of efficient operations and the availability of vacation relief. Subject to the foregoing,
12 vacation preferences between nurses shall be determined on the basis of seniority; provided,
13 however, each nurse shall be permitted to exercise his/her right of seniority only once in each
14 two (2) year period.

15
16 **Section 6.5 Termination: Transfer Credits and Terminal Vacation Pay.** When a nurse is
17 transferred to or appointed to another Department of the County, all vacation accumulation shall
18 be transferred to the new department provided that the labor contract language of the
19 bargaining unit, if any, to which the nurse transfers does not conflict with this stated transfer
20 right. In the event of a conflict, the language of the new bargaining unit or employee group to
21 which the nurse will be employed shall prevail. A nurse who terminates during the probationary
22 period shall not be entitled to cash compensation in lieu of vacation leave. In the event of
23 termination of service or retirement after a nurse has completed the probationary period, the
24 nurse shall be entitled to cash compensation at the regular rate of pay for all unused
25 accumulated vacation. In case of death, the nurse's estate would be paid.

26 27 **ARTICLE 7. HOURS OF WORK**

28
29 **Section 7.1 Normal Workweek.** The workweek, to the extent consistent with operating
30 requirements of the Department of Public Health, shall normally be Monday-Friday. However, in
31 cases of a Saturday immunization, teen or other clinic/event, the nursing staff scheduled to work
32 shall be provided with an alternate day off in either the five (5) days preceding or five (5) days
33 following the clinic/event. Time off shall be equal to the number of hours worked at the
34 clinic/event.

35
36 **Section 7.2 Hours.** The regular hours of work each day shall normally be consecutive, except
37 for interruptions for rest and meal periods. The regular workday and workweek shall be in

1 accordance with the departmental practice and procedures in effect on the date of this
2 Agreement, provided that nothing in this Agreement shall constitute a guarantee of any number
3 of hours worked per day or per week.

4
5 **Section 7.3 Schedules.** To the extent consistent with operating requirements and the need to
6 adjust schedules to meet patient needs, all nurses shall be scheduled to work on a regular work
7 shift, as determined by the Director of Public Health or his/her designee. Except in cases of
8 emergency, nurses will be given at least 72 hours notice of any change in schedule.

9
10 **Section 7.4 Rest Periods.** A rest period of fifteen (15) minutes for every segment of four (4)
11 hours of work. As much as possible, this break should be taken approximately midway in the
12 segment of the four (4) hour period and shall be scheduled by the County in accordance with its
13 determination as to the operating requirements of each employee's duties. *For example, a*
14 *nurse scheduled to work an 8 hour shift shall be provided with a total of two fifteen (15) minute*
15 *paid rest periods and one 60 minute unpaid meal period (see below).*

16
17 **Section 7.5 Meal Periods.** Except in emergency or unusual circumstances, all nurses shall be
18 granted an uncompensated meal period not to exceed 60 minutes in length in accordance with
19 State and Federal Law, during each work shift. To the extent consistent with operating
20 requirements of the department, meal periods shall be scheduled at or near the middle of the
21 work shift.

22
23 **ARTICLE 8. SICK LEAVE**

24
25 **Section 8.1 Accumulation.** Sick leave for nurses shall accrue for the purposes stated herein
26 by each nurse at the rate of 0.046 hours (8 hours per month) for each hour paid and are eligible
27 for the benefit upon accrual. Sick leave may be accumulated up to a total of nine hundred sixty
28 (960) hours and must be taken for the purposes specified in Section 8.2 hereof as a condition
29 precedent to any sick leave payment.

30
31 **Section 8.2 Utilization for Illness or Injury.** Nurses may utilize their allowance for sick leave
32 when unable to perform their work duties by reason of illness or injury. In the case of absence
33 from work due to a nurse's illness or injury, sick leave shall begin on the first day of absence.
34 The nurse shall notify the Director or his/her designee of absence due to illness or injury, the
35 nature and expected length thereof, as soon as possible and in no event less than one-half (1/2)
36 hour before the normal beginning of that individual's scheduled work day unless unable to do so
37 because of serious injury or illness. Such call-off should be made directly to the nurse's

1 supervisor, Department Director or member of the Public Health management team. A health
2 care provider's statement of the nature and identity of the illness, the need for the nurse's
3 absence, and the estimated duration of the absence, may be required at the option of the
4 section head or County Human Resources Department for absences of three days or more prior
5 to payment of any sick leave benefits. However, a health care provider's statement may be
6 required after one day's absence.

7
8 **Section 8.3 Family Members.** Each nurse may use sick leave to provide care for family
9 members as prescribed by the Oregon and Federal Family Medical Leave Acts (OFLA and
10 FMLA). A nurse's immediate family shall be as defined in the Oregon Family Leave Act, to
11 include the spouse, parent, parent-in-law, biological, adopted or foster child; or a person with
12 whom the nurse is or was a relation of in loco parentis or a same-sex domestic partner.

13
14 **Section 8.4 Integration With Workers' Compensation.** When an injury occurs in the course
15 of employment, the County's obligation to pay under the sick leave article is limited to the
16 difference between any payment received under Workers' Compensation laws and the
17 employee's regular salary. In such instances, charges against accrued sick leave will be based
18 upon the hours of sick leave necessary to permit an employee to maintain his/her regular
19 straight time earnings during the period of disability to the extent the employee has accrued, but
20 unused, sick leave.

21
22 **Section 8.5 Without Pay.** Upon termination of OFLA/FMLA, the nurse may request an
23 additional ninety (90) days unpaid sick leave absence. If the employee is unable to work and
24 perform his/her regular duties after this ninety (90) days' leave of absence, the employee will be
25 terminated. The County will not maintain the normal contribution for health insurance, but shall
26 make available the option for coverage, during this extended ninety (90) days leave of absence.

27
28 **Section 8.6 Purpose.** Sick leave is provided by the County in the nature of insurance against
29 loss due to illness or injury.

30
31 For those employees hired prior to January 1, 1998 upon death, retirement or voluntary
32 termination of employment after five (5) years continuous employment, the employee, or his/her
33 beneficiary as the case may be, will be paid for one half of the accrued sick leave. Employees
34 hired after January 1, 1998, will not be paid for accrued sick leave upon their death, retirement,
35 or voluntary termination of employment.

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

13
14 **Section 9.7 Unpaid Educational Leave of Absence.** After completing two (2) years of
15 continuous service, a nurse, upon written request, may be granted a leave of absence without
16 pay by the County for the purpose of upgrading his/her professional ability through enrollment in
17 educational courses directly related to employment at an accredited school or course of study.
18 A period of such leave of absence shall not exceed one (1) year, but may be renewed or
19 extended upon request of the nurse and approval of the Director of Public Health or his/her
20 designee for up to one (1) additional year. One-year leaves of absence may not be provided
21 more than once in any three-year period. When a nurse returns to the employ of the County
22 after an unpaid leave of absence, the nurse shall be placed in the most appropriate position
23 available.

24
25 **Section 9.8 Paid Educational Leave.** Both the County and the Association affirm their
26 commitment to providing training programs and other similar programs intended to broaden the
27 skills and professional abilities of bargaining unit members in the field of public health.

28
29 The County agrees that each nurse shall be granted a minimum of twenty-four (24) hours of
30 public health related training per year, at least sixteen (16) hours of which will be initiated at the
31 nurses' request. Such training may consist of in-house workshops, training sessions, briefing
32 sessions and other programs of a similar nature as well as similar opportunities that may be
33 available inside or outside of the Klamath Falls/Klamath County area.

34
35 A training plan will be developed by the bargaining unit nurses and their supervisor and
36 submitted for approval by the Director of Public Health on a semi-annual basis. This
37 cooperatively developed Plan will ensure that the professional development of each nurse and

1 the mission of the County will be served to the optimum. Normally, dollar amounts dedicated in
2 this area shall be limited to a reasonable amount based upon the course or subject, as defined
3 by the County, and shall attempt to be inclusive of all nurses so that all nurses have an equal
4 opportunity to benefit from such programs.

5

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

9

10 **Section 9.10 Donation of Vacation and/or Sick Time.** Employees may, with the approval of
11 their Department Head and the Director of Human Resources, donate up to a combined
12 maximum of 40 vacation and sick hours (on an hour-for-hour basis) per calendar year to other
13 eligible Klamath County employees in need of paid leave time.

14

15 Normally, this occurs as a result of serious illness or injury of an employee causing them to
16 exhaust all of his/her benefit time and other employees in the same workgroup wish to donate
17 some time to provide financial assistance. A serious illness or injury normally requires daily or
18 continuing treatment as certified by a health care provider. A serious illness does not include
19 pregnancy, birth or an adoption.

20

21 *The following limitations apply to donation:*

22

23 • Donated time must be earned, banked vacation or sick time. No other benefit time may be
24 donated.

25

26 • An employee may donate a combined maximum of 40 vacation and sick hours per
27 calendar year; however, the amount donated at any one time may not reduce the
28 employee's vacation or sick bank by 50% or more.

29

30 • Once the time is donated to a receiving employee they are only available for use by that
31 employee. At no time will the unused donated hours revert back to a donating employee.

32

33 • The donated time does not have any cash-out value should the employee receiving the
34 donation end their employment with Klamath County prior to their use of all donated time.

35

36 • Employees that have exhausted their leave banks shall not solicit other employees for time
37 donations.

1 Requests for donation should be submitted to the Department Head in writing and, if approved,
2 then forwarded to the Director of Human Resources for review. Final approval of the donation
3 will be made by the Board of County Commissioners. The decision of the Board shall be
4 binding.

5
6 **ARTICLE 10. HEALTH, WELFARE AND RETIREMENT**
7

8 **10.1 Health Benefits:** The County shall provide health and medical insurance coverage
9 comparable to the present coverage of Major Medical, or comparable plan, coverage for each
10 eligible employee covered by this Agreement. The County will not duplicate premiums paid in
11 the event an employee and his/her spouse are both employed and are eligible for coverage. In
12 such event, monthly payments shall be paid only on behalf of one eligible employee, the other
13 employee being designated as a dependent for health insurance. Effective July 1, 2016 the
14 County will continue to pay, on behalf of each eligible employee, a premium payment for single
15 or family coverage, whichever is applicable, of the Major Medical plan toward the premium of
16 the health insurance plan up to a maximum of \$ 1,005.00, whichever is less. Effective July 1,
17 2017 the County will continue to contribute up to a maximum of \$ 1,055 per month. Effective
18 July 1, 2018 the County will contribute \$ 1,105 toward the premium. If the total premium
19 payment to be paid by the County on behalf of eligible employees exceeds the premium
20 required for the coverage selected by the employee, the employee shall not be entitled to
21 receive the difference under any circumstances, unless they have selected the High Deductible
22 Health Plan option.

23
24 If the provision of the Affordable Care Act known as the Cadillac Tax negatively impacts either
25 party, the parties agree to reopen this Article to bargain the impact.

26
27 **Section 10.2 Retirement.** The County agrees to enroll each eligible and qualified employee in
28 the Klamath County Employees' Pension Plan (Plan) and pay the employer's contribution.
29 Eligibility for retirement under the Plan shall be age sixty (60).

30
31 The County agrees to maintain the benefits provided in its existing retirement Plan, providing for
32 new enrollees to start participation on the first day of the month following the date of hire.
33 Effective July 1, 2007 the County will pay 1% of gross salary into each eligible employee's
34 participant account in addition to the 6% paid by the employee.

1 **Section 10.3 Reimbursement for Required Physical Examination.**

2
3 **10.3.1** At the beginning of employment, the County shall ensure that nursing
4 staff are screened for exposure to Mycobacterium tuberculosis in accordance
5 with the Oregon OSHA standards and CDC guidelines for facility risk
6 classification. Nurses without documentation of previous positive tests or
7 treatment for latent TB infection shall be provided the recommended baseline
8 testing for TB infection, at employer's cost. A chest x-ray shall also be
9 provided at no cost when so indicated by documented results and in
10 accordance with current standards and guidelines. After baseline testing and
11 documentation occurs, additional annual TB screening shall be provided to
12 nurses according to the Department's current TB risk classification, at no cost
13 to the nurse.

14 **10.3.2** Laboratory examinations, when indicated because of exposure to
15 communicable diseases, shall be provided by the County, without cost to the
16 nurse.

17 **10.3.3** The County shall arrange to provide Hepatitis B vaccine with pre and
18 post screening upon employment to Nurses covered by this Agreement at no
19 cost to the Nurse.

20 **10.3.4** Flu shots are provided at no cost to employees through their health
21 insurance coverage. If a nurse is unable to obtain a flu shot at no cost, with
22 appropriate written consent by the nurse, flu shots will be made available by
23 the County to requesting nurses, as seasonally appropriate, in accordance with
24 the Center for Disease Control (CDC) Guidelines, at no cost to the nurse.
25

26 **ARTICLE 11. GRIEVANCE AND ARBITRATION**

27
28 **Section 11.1 Definition of Grievance.** A grievance is an allegation by an employee covered
29 by this Agreement or the Association that the County has violated an express provision of this
30 Agreement.

31
32 **Section 11.2 Representation.** The Association may appoint a primary nurse representative
33 and one other nurse representative to act in the absence or in the event of a conflict of the
34 primary nurse representative. The Association shall maintain a listing of the primary and
35 alternate representatives and shall insure that the County is furnished with such current listing.
36 The grievant may have the nurse representative present at any step of the Procedural Steps
37 listed below.

1 **Section 11.3 Procedural Steps.**

2
3 **STEP 1. Oral Notice to the Immediate Supervisor.** It is the wish of both parties to this
4 Agreement to settle any complaint in the most expeditious and informal manner possible. Not
5 later than three (3) workdays after the event giving rise to the complaint, or three (3) workdays
6 after the employee should have learned of the event giving rise to the grievance, whichever is
7 later, the employee must discuss the grievance with the immediate supervisor. The immediate
8 supervisor shall orally respond to the employee not later than three (3) workdays, not including
9 the date of presentation, thereafter.

10
11 **STEP 2. Written Grievance to Immediate Supervisor.** If the complaint is not settled at Step
12 1, the employee, not later than three (3) working days, not including the date of oral response,
13 after the immediate supervisor's oral response is given, shall submit a dated and signed written
14 grievance, detailing the alleged contract violations, to the immediate supervisor. The immediate
15 supervisor shall give his/her written answer to the grievance within three (3) working days, not
16 including the date of presentation, after receipt of the grievance.

17
18 **STEP 3. Written Appeal to the Director of the Department of Public Health.** If the grievance
19 is not settled at Step 2, the employee, not later than five (5) working days after receipt of the
20 immediate supervisor's written answer at Step 2, may file a written appeal to that answer to the
21 Director of Public Health. The Director of Public Health, at his/her option, may meet with the
22 employee and the employee's nurse representative to discuss the grievance. The Director of
23 Public Health shall give his/her written answer to the grievance within five (5) working days after
24 receipt of the grievance or after the date of the meeting, whichever is later.

25
26 **STEP 4. Arbitration.** If the grievance is not settled after Step 3, either party may, within five (5)
27 working days after the written answer by the Director of Public Health or his/her designee, have
28 the matter submitted to final and binding arbitration by a third party jointly agreed upon by the
29 County and the Association. If the parties are unable to agree upon an arbitrator, the Oregon
30 State Mediation and Conciliation Services shall be requested to submit a list of seven (7)
31 names. Selection of an arbitrator from the list may be by mutual agreement between the parties
32 or by alternately striking one name each from the list until one name is left. The first strike shall
33 be determined by the flip of a coin. The designated arbitrator shall hear both parties and take
34 testimony and evidence in a hearing on the disputed matter and shall issue a decision which
35 shall be final and binding on the parties. The arbitrator shall be limited to the interpretation of
36 the provisions of this Agreement in making the decision. Each party shall be responsible for
37 paying the cost of presenting its own case in arbitration, including the payment of witnesses and

1 bargaining unit participants. The fees and expenses of the arbitrator and the hearing room shall
2 be borne equally by the Association and the County. If either party desires a verbatim recording
3 of the proceedings, it may cause such a record to be made, providing it pays for the record and
4 makes a copy available without charge to the arbitrator. If the other party desires a copy, both
5 parties shall jointly share the cost of the transcript and all copies.

6
7 **Section 11.4 Written Presentation.** All grievances presented in writing shall set forth: the facts
8 giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been
9 violated; the names of the aggrieved employee(s); and the remedy sought. All grievances shall
10 be signed and dated by the aggrieved employee. All written answers submitted by the County
11 shall be signed and dated by the appropriate County representative.

12
13 **Section 11.5 Time Limitations.** The time limitations set forth in this Article are of the essence
14 of this Agreement. No grievance shall be accepted by the County unless it is submitted or
15 appealed within the time limits set forth in this Article. If the grievance is not timely submitted or
16 appealed at any step, it shall be waived. If the grievance is not timely appealed, it shall be
17 deemed to have been settled in accordance with the County answer in Step 2. If the County
18 fails to answer within the time limits set forth in this Article, the grievance shall automatically
19 proceed to the next step. Any time frames may be mutually waived by agreement between the
20 parties.

21 22 **ARTICLE 12. PROBATIONARY PERIOD**

23
24 **Section 12.1 Purpose.** The probationary period is an integral part of the employee selection
25 process and provides the County with the opportunity to upgrade and improve efficiency of
26 operation and service to the public by observing a new employee's work, training and aiding
27 new nurses in adjustment to their positions, and by providing an opportunity to reject any nurse
28 whose work performance fails to meet required work standards.

29
30 **Section 12.2 Duration.** Every new nurse hired into the bargaining unit shall serve a
31 probationary period of six (6) full months. The probationary period may be extended up to an
32 additional six (6) months by mutual agreement between the nurse, the Association and the
33 County. Sick leave and vacation may be used during the extension of the probationary period.

34
35 **Section 12.3 Application.** The Association recognizes the right of the County to terminate
36 probationary nurses for any reason or at any time during the probationary period and to exercise
37 all rights not specifically modified by this Agreement with respect to such employees, including,

1 but not limited to, the shifting of work schedules and job classifications, the assignment of on-
2 the-job-training, cross-training in other classifications, the assignment to educational courses
3 and training programs, the requirements that such nurses attend training programs on their off-
4 duty time shall be considered time worked.

5
6 **ARTICLE 13. COMPENSATION**

7
8 **Section 13.1 Compensation Schedule.** Nurses shall be compensated in accordance with the
9 salary schedule attached to this Agreement and marked Exhibit B, which is hereby incorporated
10 into and made a part of this Agreement. Should a position not listed on the schedule be
11 established, the County shall determine the job requirements and job classification and
12 recommend a wage level. The Association will be notified of this action and, upon the
13 Association's request, shall meet to negotiate a starting wage for the new classification.

14
15 **Section 13.2 Payroll.** Salaries of nurses shall be paid on a schedule determined by the
16 County, currently semi-monthly, as applicable to other County employees. In the even of any
17 payroll schedule change, nurses will be provided appropriate notice as provided by Oregon law.

18
19 **Section 13.3 On-Call/Pager Pay.** Effective on the Contract Ratification Date the following On-
20 Call pay schedule shall be in effect for all Nurses: \$30.00 per day (\$210.00 per week).

21
22 **Section 13.4 Longevity Pay.** Commencing on an employee's anniversary date employees that
23 are eligible for Longevity Pay will follow the schedule as outlined below.

24
25 After 15 years of service – 1 (one) additional floating holiday

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

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

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

29
30 **ARTICLE 14. SAVINGS CLAUSE**

31
32 Should any Article or portion thereof of this Agreement be held unlawful and unenforceable by
33 any court of competent jurisdiction, such decision of the courts shall apply only to the specific
34 Article, Section, or portion thereof, directly specified in the decisions. Upon the issuance of
35 such a decision, the parties agree immediately to negotiate a substitute, if possible, for the
36 individual Article, Section, or portion thereof.

1 necessary skills and ability to perform the duties of the position. Medical benefits shall be
2 provided during the first thirty (30) days of layoff.

3

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

6

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

9

10 **Section 17.7** Employees shall not be laid off unless they have received written notice at least
11 thirty (30) days before their layoff date or sooner if the approved budget requires layoffs. Either
12 party may propose meetings to consider work sharing or other alternatives to a contemplated
13 layoff.

14

15 **Section 17.8** Seniority shall be broken by:

16

17.8.1 Termination.

17

17.8.2 Layoff for lack of work which is continued for more than six (6) consecutive
18 months.

18

19

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

21

22 **Section 17.9** No new nurse shall be hired by the County until all senior nurses on layoff have
23 been offered reemployment in the positions available.

24

25 **Section 17.10** A written recall notice shall be sent by registered or certified mail to the last
26 address which the nurse has given the Human Resources Department of the County.

27

28 **Section 17.11** Nurses recalled from layoff shall not forfeit previously accumulated seniority,
29 vacation accrual rate, sick leave, educational benefits, or holidays up to the date of layoff. A
30 nurse may choose to be paid for accrued vacation on the date of layoff or at the termination of
31 seniority. No benefits, except as provided under COBRA, shall accrue during layoff of more
32 than thirty (30) working days.

33

34

ARTICLE 18. DISCIPLINE AND DISCHARGE

35

36 **Section 18.1 Causes for Discipline.** An employee who has successfully completed the
37 probationary period as defined in this Agreement, shall not be disciplined or discharged without

1 just cause. Disciplinary action shall be accomplished in a manner which affords the employee
2 the most protection possible from embarrassment before other employees or the public.
3 Dependent upon the nature of the incident(s) giving rise to such disciplinary action or measure,
4 disciplinary action or measure shall be progressive in nature, commensurate with the offense.

5
6 The employee and his/her Association representative, unless the employee requests otherwise,
7 will be immediately notified in writing that the employee has been suspended or discharged.
8 Such notification shall state in detail the nature of the alleged offense and shall include dates,
9 locations and other corroborative details.

10
11 The Association shall have the right to take up the suspension and/or discharge in accordance
12 with the Grievance Procedure provided the nurse has successfully completed the probationary
13 employment period.

14
15 An employee found to be unjustly suspended or discharged shall be reinstated with full
16 compensation for all lost time and with full restoration of all other rights and conditions of
17 employment as determined by the arbitrator or neutral who so found the employee unjustly
18 disciplined.

19
20 **Section 18.2 Personnel Records.** Pursuant to ORS 652.750, at the request of the nurse, the
21 employer shall provide reasonable opportunity for the nurse to inspect, in the appropriate
22 County office, the nurse's personnel records which are used or have been used to determine
23 the nurse's qualification for employment, promotion, additional compensation or employment
24 termination or other disciplinary action. At the request of the nurse, the employer shall furnish a
25 certified copy of such records. The County may make a reasonable charge, as provided by
26 ORS and County policy, for any copies furnished to the nurse.

27
28 **Section 18.3 Performance Evaluation.** Performance evaluations shall be done at least
29 annually. The nurse shall be provided with a copy of the evaluation at the time of the
30 evaluation.

31
32 **ARTICLE 19. TRANSPORTATION**

33
34 **Section 19.1 Automobile Reimbursement.** Nurses required to utilize private vehicles in
35 pursuit of County business will be compensated per mile at the prevailing County mileage rate.
36 Every attempt shall be made to provide suitable motor pool transportation for work related
37 activities. Should this not be possible, the nurses will be asked, on a voluntary basis, to use

1 his/her own vehicle and be compensated as is listed above. Work related travel activity during
2 periods of adverse weather conditions may be suspended at the discretion of the Director of
3 Public Health and Director of Human Resources/Risk Management.

4

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

8

EXHIBIT A

VACATION ACCRUAL TABLE
for ONA Bargaining Unit Employees

(Based on a full-time, 2080 hour per year position)

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>

1 EXHIBIT B

2
3 SALARY SCHEDULE

4 Effective July 1, 2016

5 (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	\$4,143	\$4,309	\$4,481	\$4,660	\$4,846	\$5,040	\$5,242
OF02 – FT (Full-time) FLSA Exempt	\$4,350	\$4,524	\$4,705	\$4,893	\$5,089	\$5,293	\$5,505
OF03 – FT (Full-time) FLSA Exempt	\$4,661	\$4,847	\$5,041	\$5,243	\$5,453	\$5,671	\$5,898
Hourly Equivalent (OF01 - hourly)	\$24.50	\$25.48	\$26.50	\$27.56	\$28.66	\$29.81	\$31.00
Hourly Equivalent (OF02 - hourly)	\$25.10	\$26.10	\$27.14	\$28.23	\$29.36	\$30.54	\$31.76

6
7 OF01 – Associates in Nursing

8 OF02 – Bachelor of Science in Nursing

9 OF03 – Senior Nurse (BSN)

10
11 Effective July 1, 2016 Nurses shall be placed at their current step at the applicable OF scale
12 level.

1 Effective December 1, 2016 Nurses will be eligible for their step increase on their anniversary
2 date as indicated on the above pay table with satisfactory performance.

3
4 Effective July 1, 2016, wages shall be increased by zero percent (0%). Effective July 1, 2017,
5 wages shall be increased by one percent (1%). Effective July 1, 2018, wages shall be
6 increased by one percent (1%).

7
8 All ONA nurses shall, for purposes of the FLSA, be considered exempt, salaried, professional
9 employees.

10
11 Each full time Public Health Nurse (PHN) or Community Outreach Nurse (CON) shall be
12 advanced one step in the salary schedule on his/her anniversary date.

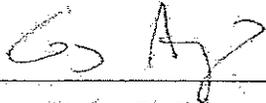
13
14 Bilingual nurses shall be compensated for bilingual responsibilities with a 5% stipend on base
15 salary.

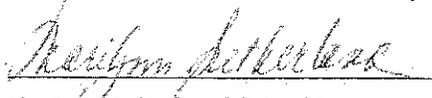
SIGNATURE PAGE

ONA/Klamath County Collective Bargaining Agreement 2016-2019

FOR THE UNION:

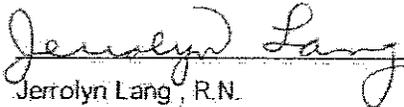
FOR THE COUNTY:

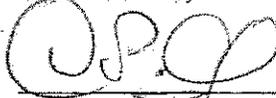




Gary Aguilar, Ph.D.,
Labor Relations Representative
Oregon Nurses Association (ONA)

Marilynn Sutherland, Director of Public
Health
Klamath County

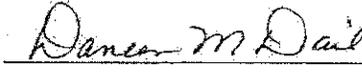




Jerrolyn Lang, R.N.
ONA Representative

County Counsel
Klamath County

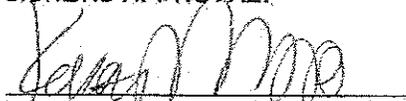




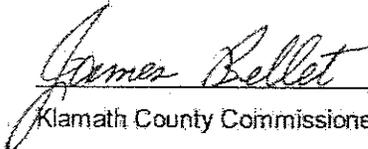
Katie Singleton, R.N.
ONA Representative

Daneen M. Dail, Director of Human Resources
Klamath County

BOARD OF COMMISSIONERS APPROVAL:



Chairman
Klamath County Commissioner



Klamath County Commissioner



Klamath County Commissioner

Union Ratification Date:

Board Ratification Date:

MAY 24, 2016

June 21, 2016