

COLLECTIVE BARGAINING AGREEMENT

Between

OREGON NURSES ASSOCIATION

and

GRANDE RONDE HOSPITAL

May 1, 2015

May 28, 2013

through -

April 30, 2017

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PROFESSIONAL AGREEMENT

THIS PROFESSIONAL AGREEMENT, entered into between GRANDE RONDE HOSPITAL of La Grande, Oregon, hereinafter referred to as "Hospital," and OREGON NURSES ASSOCIATION, hereinafter referred to as "Association."

WITNESSETH

The intention of this Agreement is to formalize a mutually agreed upon and understandable working relationship between Grande Ronde Hospital and the registered professional nurses which will be based upon equity and justice with respect to wages, hours of service, general conditions of employment and communication, to the end that the dedicated common objective of superior patient care may be harmoniously obtained and consistently maintained.

For and in consideration of the mutual covenants and undertakings herein contained, the Hospital and Association do hereby agree as follows:

ARTICLE 1 – MANAGEMENT RIGHTS

1.1 The Hospital Administration retains all rights in the operation of the Hospital and in the direction of the nurses covered by this Agreement, which shall include but not be limited to the right to issue reasonable rules, which are consistent with the terms of this agreement; direct the nurses; hire; promote; transfer, demote, discharge or take other proper disciplinary action against the nurses; relieve nurses from duty because of lack of work or for other proper reasons; maintain the efficiency of the operation entrusted to the Hospital Administrator by the Board of Trustees; determine methods, means and personnel by which such operations are to be conducted; and schedule work and vacations.

1.2 All rights not expressly contracted away by a specific provision of this Agreement are solely retained by the Hospital. The failure of the Hospital to exercise any function, power, or right reserved or retained by it, shall not be deemed to be a waiver of that right of the Hospital to exercise said power, function, authority or right at a future date, or to preclude the Hospital from exercising same, so long as it does not conflict with any express provision of this Agreement.

1.3 All of those rights of management specified above or usually and customarily vested in management may not be ignored or impaired even if the parties agree to submit a dispute to arbitration as provided for in Article 15.

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ARTICLE 2 – RECOGNITION AND MEMBERSHIP

2.1 The Hospital recognizes the Association as the collective bargaining representative with respect to rates of pay, hours of pay, hours of work and other conditions of employment for a bargaining unit composed of all registered professional nurses employed by the Hospital, excluding Executive Director Patient Care Services, Director of Clinical Nursing, House Supervisors, Nurse Managers, Administrative Assistant, Clinical Instructor, Employee Health/Infection Control, Information Systems Clinical Analyst, Discharge Planner, Director of Education, Community Case Manager, Inpatient Case Manager, Wound and Ostomy Care Supervisor, RNFA, or any other nurse who is a supervisor under the Act. Nothing in this Agreement shall prevent a nurse employed by the Hospital from providing direct patient care.

The Hospital agrees not to raise or challenge the non-supervisory status of bargaining unit nurses even though they may at times perform supervisory duties during the course of their employment. The Hospital also agrees not to assign supervisory duties to bargaining unit nurses on an ongoing basis. Such duties would include, but are not limited to, the ability to hire, transfer, suspend, layoff, recall, promote, discharge, reward or discipline, adjust employment grievances, independently evaluate other employees or otherwise responsibly direct other employees with respect to their employment with the Hospital. The parties do not consider routine monitoring, clinical guidance, providing written and/or oral input for evaluation of other employees' performance, and professional direction of employees to whom bargaining unit nurses delegate nursing tasks, assigning professional responsibilities, preparing unit draft schedules, or performing a unit's time and attendance functions to be supervisory duties.

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2.2 During new hire orientation, a representative of the Association will be provided up to one-half (1/2) hour to advise new hires on the existence of a collective bargaining agreement. The Hospital shall not be obligated to remunerate the representative for any time spent in orientation. The Hospital will notify the Association of the dates of new hire orientation as soon as is reasonably practicable.

2.3 The Hospital will deduct Association membership dues, or fair share from the salary of each nurse who voluntarily agrees to such deductions and who submits an appropriately written authorization form to the Hospital setting forth standard amounts and times of deduction. Deductions shall be made monthly and remitted to the Association together with the names of those authorized deductions. The amount of dues to be deducted shall be certified to the Hospital by the Association.

2.4

2.4.1 All registered nurses eligible for the bargaining unit shall, as a condition of employment, within thirty-one (31) days of employment or effective date of this Agreement, whichever is later, become members of the Association or pay through payroll deduction an amount certified by the Association per month as their "Fair Share" of the cost of contract negotiations and Administration.

2.4.2 In order to safeguard the rights of nonassociation of nurses based on bona fide religious tenants or teachings of a church or religious body of which a nurse is a member, that nurse may exercise a choice of joining the Association or paying an amount of money equivalent to regular Association dues to a nonreligious charity mutually agreed upon by the nurse and the Association.

2.4.3 Within thirty (30) days after the execution date of this Agreement, and monthly thereafter, the Hospital shall provide the Association with a master list of all employed nurses who are subject to the provisions of this Agreement, giving the names, addresses, classification, date of birth, RN license numbers, and dates of employment. Each monthly list shall include the names of nurses who resigned, or who have been promoted out of the bargaining unit. The Hospital also will provide the Association with written notice of any new non-bargaining unit positions for which an RN license is required. The Hospital will provide the

Association with the new job description for the position. Electronic notice will be provided on the day the new position is posted.

2.4.4 The Association shall indemnify and save the Hospital harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Hospital for the purpose of complying with the provisions of Section 4 of this Agreement in reliance upon any lists, notices or other assignment furnished to the Hospital by the Association under this Article.

2.5

2.5.1 Only duly authorized representatives of the Association such as the local chairperson, nurse representatives and external labor relations representatives shall be granted access at all reasonable times to enter the Hospital when such visits are necessitated by matters concerning the administration of this Agreement, observing the conditions under which the bargaining unit employees are employed and assisting in processing of grievances. Association representatives, as specified above, shall, prior to or upon arrival in the Hospital, notify the Hospital Administrator, or his designee. There shall be no interference with the work of nurses or with the confidentiality and privacy of patient care as a result of such right of entry and such right shall be subject to the general Hospital rules applicable to nonemployees, except that access shall not be restricted to any particular time of day.

2.5.2 The Association shall keep the Hospital fully informed, in writing, of all local Association officers, nurse representatives, or other external representatives who may be designated by the Association with the responsibility of representing the members regarding the Administration of this Agreement. The Hospital, in turn, shall keep the Association fully informed of the identity of its supervisors. The Hospital recognizes the right of the Association to utilize representative members/ registered nurses of this Hospital to serve on a bargaining unit committee. Such committee shall comprise no less than three (3) members nor no more than six (6) members and their alternates. The Association shall furnish the Hospital with a ~~certified~~ listing of the names of these representatives. Such

representatives may assist in contract negotiations and administration during the life of this Agreement without discrimination by the Hospital. To facilitate attendance by bargaining unit committee members at contract negotiating sessions without sacrificing regular days off, nurses on the committee will request time off in advance, and nurses will work with the hospital to arrange work assignments to accommodate bargaining sessions with staffing needs.

2.6 The Hospital agrees to permit the Association use of its conference room meeting facilities without charge, subject to the availability and advance scheduling for programs.

2.7 Designated spaces for the posting of matters pertaining to legitimate Association business will be provided for on bulletin boards located in conspicuous places throughout the Hospital. The only notices which may be posted at the nursing stations shall be those announcing a membership meeting, its time and location. All posted material shall be dated and removed after being posted for a reasonable period of time. Such notices shall be signed by an official of the Association, and a copy shall be sent to the Hospital Administrator prior to posting.

2.8 Printing and Distribution of Agreement. The Association shall provide a copy of this Agreement to each Bargaining Unit RN. The Hospital agrees to post a copy of this Agreement on its intranet. The Hospital may purchase copies of this Agreement for administrative use from the ONA at a cost of \$5.00 per copy.

2.9 Labor Management Committee. A Labor Management Committee may be formed at the request of either party. The Committee shall be comprised of an equal number of bargaining unit representatives and management representatives, not to exceed a total of six (up to three each). The ONA Labor Relations Representative may act as the third bargaining unit representative when only two bargaining unit representatives are present, or participate in a representative role when three bargaining unit representatives are present.

The Committee shall meet as needed at the request of either party for the purposes of discussing labor/management issues. The unit participants shall submit any items for

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the agenda of such meetings at least three business days prior to the scheduled meeting. The Committee shall consider matters of mutual concern which are not proper subjects for the grievance procedure or collective bargaining between the parties.

Minutes of the meeting shall be prepared and approved by the Executive Director Patient Care Services (or designee) and the unit leadership participating in the meeting. Each participating Committee member shall be compensated at her appropriate straight-time rate of pay for the purpose of attending these Committee meetings. The Committee shall act in an advisory capacity only.

ARTICLE 3 – PROFESSIONAL NURSING CARE COMMITTEE (PNCC)

3.1 Recognition. A Professional Nursing Care Committee shall be established at the Hospital.

3.2 Responsibility. The Hospital recognizes the responsibility of the PNCC Nursing Care Committee to recommend measures objectively and to improve patient care and will duly consider such recommendations and will so advise the PNCC Committee of action taken in writing.

3.3 Objectives. The objectives of the PNCC Committee shall be limited to:

3.3.1 Consider constructively the practice of nurses;

3.3.2 Work constructively for the improvement of patient care and nursing practice;
practice;

3.3.3 Recommend to the Hospital ways and means to improve patient care;

3.3.4 Provide services as described in Article 4, Sections 3 and 5 of this Agreement.

3.3.5 Review all forms of unsafe staffing documentation;

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3.3.6 Facilitate the dispersal of funds provided for in Article 4.3.7.

3.4 Composition. The PNCCCommittee shall be composed of at least one (1)threebargaining unit RN-registered nurses from each nursing department. -employed by the Hospital and covered by this Agreement (if possible, inclusive of all three shifts),- elected by the bargaining unit, the Administrator, or designee, and a representative of nursing administration. The Chairperson of this Committee shall be elected by the bargaining unit. In no event will the representative of the Administration be designated as Chairperson of this Committee.

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3.5 Frequency of Meetings. The Committee shall meet as needed, but at least quarterly. Each committee member shall be entitled to their regular straight-time rate for the purpose of attending meetings. Such meetings shall be scheduled so as not to conflict with the routine. The PNCCCommittee shall prepare an agenda and keep minutes of all meetings, copies of which shall be provided to the Executive Director Patient Care Services, the Hospital Administrator and the Association.

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3.6 Special Meetings. The Administration may request special meetings with the PNCCCommittee, but such meetings shall not take the place of regularly scheduled meetings of the PNCCCommittee.

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3.7 Staffing Committee. The Staffing Committee shall, (1) include equal numbers of Hospital nurse managers and direct care registered nurses, (2) include at least one direct care registered nurse from each Hospital nurse specialty or unit as defined by the Hospital, to be selected by direct care registered nurses from the particular specialty or unit, and (3) have as its primary consideration the provision of safe patient care and an adequate nursing staff pursuant to ORS 441.162 and OAR 333.510.0045.1 (a) (b) and (c). The committee currently consists of nurse managers and direct care registered nurses from designated specialties or units. If the Hospital wishes to change these arrangements, it shall first review the matter with the Association and the committee.

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3.87 Staffing System. The Hospital and registered nurses will act in compliance with ORS 441.162 and OAR 333.510.0045 (8) through (11) in its entirety.

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The Hospital shall be responsible for the implementation of a written Hospital-wide staffing plan for nursing services. The staffing plan shall be developed, monitored, evaluated and modified by the Staffing Committee. The staffing plan shall:

3.87.1 Be based on an accurate description of individual and aggregate patient needs and requirements for nursing care.

3.87.2 Be based on the specialized qualifications and competencies of the nursing staff. The skill mix and competency of the staff shall ensure that the nursing care needs of the patients are met and shall insure patient safety.

3.87.3 Be consistent with nationally recognized evidence-based standards and guidelines established by professional nursing specialty organizations and recognize differences in patient acuteness.

3.87.4 Establish minimum numbers of nursing staff including licensed practical nurses and certified nursing assistants required on specified shifts. At least one registered nurse and one other nursing staff member must be on duty in a unit when a patient is present unless a waiver has been granted by the Oregon Health Division for a specific unit.

3.87.5 Include a formal process for evaluating and initiating limitations on admission or diversion of patients to another acute care facility when, in the judgment of the direct care registered nurse, there is an inability to meet patient care needs or a risk of harm to existing and new patients.

3.98 The Hospital shall evaluate and monitor the staffing plan for safe patient care and revise the staffing plan as necessary as part of the Hospital's quality assurance process. The Hospital shall maintain written documentation of these quality assurance activities.

3.109 The Hospital shall maintain and post a list of on-call nursing staff or staffing agencies to provide replacement for nursing staff in the event of vacancies. The list of on-call nurses or agencies must be sufficient to provide replacement staff.

3.110 In the event that the provisions of ORS 441.162 and OAR 333.510.0045 are changed the provisions of this Article 3 will be deemed modified in accordance with such changes.

~~**3.11 Staffing Committee.** To the extent possible, the Staffing Committee shall, (1) include equal numbers of Hospital nurse managers and direct care registered nurses, (2) include at least one direct care registered nurse from each Hospital nurse specialty or unit as defined by the Hospital, to be selected by direct care registered nurses from the particular specialty or unit, and (3) have as its primary consideration the provision of safe patient care and an adequate nursing staff pursuant to ORS 441.162 and OAR 333.510.0045.1 (a) (b) and (c). The committee currently consists of nurse managers and direct care registered nurses from designated specialties or units. If the Hospital wishes to change these arrangements, it shall first review the matter with the Association and the committee.~~

ARTICLE 4 – PROFESSIONAL DEVELOPMENT

4.1 The Hospital shall provide written counseling and evaluations of the professional performance of each newly employed nurse covered by this Agreement at least once within the three (3) months after commencing employment and not less than once per year thereafter.

~~**4.1.1. Annual E**~~evaluations are to be made by the Executive Director Patient Care Services (or designee) who shall consult two (2) members of nursing personnel who have direct contact or knowledge of the employee's ability. Each nurse will have the opportunity for two (2) peer evaluations as part of the annual review. One (1) peer evaluation will be assigned by the manager and one (1) peer evaluation will be selected by the nurse.

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4.2 The Hospital agrees to maintain a continuing in-service education program for all nurses covered by this Agreement. In the event a nurse is required by the Hospital to attend in-service education functions outside her normal shift, she will be compensated for time spent at her established straight-time hourly rate; the nurse will also receive any shift differential if the nurse was otherwise scheduled to work a premium shift. As a condition of employment, all nurses covered by this Agreement will be expected to participate in a minimum of twenty (20) hours per year of in-service training or other

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education that is approved by the ~~PNCC Nursing Care Committee~~. Such training will be made available to all shifts and will be reviewed annually on the nurse's evaluation and continuing competency checklist. When a casual nurse must attend outside workshops in order to complete the twenty (20) hour per year requirement, the hospital shall pay the cost of any associated tuition to attend such approved workshops, if the nurse has received advance approval to attend the workshop. Upon return, the nurse may be requested to provide a summary of the workshop to other interested nurses. Time spent in mandatory in-service training will count as hours worked for purposes of determining whether the nurse will receive any overtime pay, depending upon whether the nurse is on an 8/80 schedule or a 40-hour workweek schedule. Such hours shall be calculated on a fiscal year basis with proration of new hires. Each nurse is required to keep education hours updated electronically.

4.3

4.3.1 After completion of one (1) calendar year of employment, a full-time nurse shall earn paid educational leave at the rate of thirty-six (36) hours per year. Part time nurses shall earn prorated paid educational leave based on the nurse's FTE allocation at the beginning of the fiscal year. The appropriate number of educational days shall be deposited in each nurse's benefit account at the beginning of each fiscal year. Days deposited in the account of a nurse prior to his/her first anniversary will be available for use on the nurse's anniversary date. At the nurse's option, accrued but unused paid educational leave may be used for work time lost and travel time associated with an approved educational event. Individual applications for use of the days shall be subject to the approval of the Director of and shall not be unreasonably denied. Applications submitted thirty (30) days in advance of an education day and approved will not be canceled. In addition, nurses who are classified as casual shall not be eligible to participate in paid education leave unless otherwise directed to do so by the Hospital, in its discretion. In the event new skills requirements should be added to a position based upon nationally recommended standards for each unit (i.e., ACLS, TNCC, NRP), the Hospital shall ensure that training for the new equipment or new procedures is provided for employees in that position, and to compensate the employees for time spent and/or expenses incurred in such newly required training. PNCC hours may be used by nurses who choose additionally to attend non-

required pre-certification classes. Should attendance be required at pre-certification classes, the hospital shall also pay for time spent in such classes. Department-required certifications will not be charged against the nurse's PNCC hours or educational bank. Department-required educational activities are subject to management approval. ~~In any case, if~~ a nurse loses any scheduled hours in order to complete department-required education under this section, the nurse shall be compensated for the actual scheduled course hours~~full scheduled hours missed, regardless of actual course hours~~. If the department-required course does not last the equivalent of the full shift the nurse misses, the nurse may request the opportunity to make up the missed hours during the pay period. If the Hospital is unable to accommodate the nurse's request, then the nurse may choose to take earned leave or HC for the time missed.

4.3.2 The Hospital assumes no liability whatsoever for a nurse traveling to or from or attending any non-Hospital related outside activity off the premises of the Hospital to the extent allowable by law.

4.3.3 All nurses shall be prepared to make at least two (2) oral presentations to the Hospital staff regarding educational experience from paid education leave received.

4.3.4 A nurse may use educational days to attend programs, seminars or classes related to the practice of nursing. Educational funds can be used for the cost of certification and re-certification of a nursing specialty applicable to the unit in which they are currently working.

4.3.5 Nurses who ~~believe~~^{feel} that their applications for educational hours or programs have been unreasonably denied may appeal the decision to the PNCC. Such appeal₁ to be timely₁ must be submitted to the PNCC within ten (10) calendar days of the receipt of the denial. The PNCC shall review the appeal and respond in writing to the nurse within ten (10) calendar days of the appeal. The decision of the PNCC shall be final. The appeals process may be used in the same manner for denials of tuition costs related to an approved educational event.

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4.3.6 In addition to the accrual of paid educational leave, each full-time nurse shall be eligible to use up to \$~~1000500~~ per ~~contract term~~~~fiscal year~~ for travel and lodging expenses related to the costs of an approved educational event regardless of whether the nurse uses accrued paid educational leave to attend, provided, however, that no more than one-half (1/2) of the nurses in a particular department may use this amount in a single fiscal year. Each part-time nurse shall be eligible to use a pro-rated amount based on the nurse's FTE allocation at the beginning of the ~~contract term~~~~fiscal year~~. Application for such expense money shall be made at least thirty (30) days in advance to the Department Nurse Manager and shall not be unreasonably denied. Nurses who believe that their application has been unreasonably denied may also appeal the denial in the same manner described in Section 4.3.5 above. Expenses related to mandatory in-service or training described in Section 4.3.1 above shall not be deducted from a nurse's annual expense accrual. At their option, nurses may receive expense monies (for airplane, travel, and/or lodging) in advance of attending the event. In such cases, receipts must be submitted demonstrating appropriate use of the expense advance. Expense reimbursement shall be paid in accordance with Hospital Personnel Policy.

4.3.7 Each May 1, the hospital shall set aside \$20,000 for the bargaining unit's use for registration fees related to external educational programs, and \$4,000 to be used by casual nurses for registration fees related to external educational programs. Unused funds will not carry over from year to year. The PNCC shall be charged with the administration of the fund, and shall work to establish a process which will facilitate continuing nursing education and certification achievement by creating clear guidelines for nurses who make requests for reimbursement of registration fees under this provision.

4.4

4.4.1 The Hospital agrees to reimburse tuition costs for up to six ~~(6) quarter~~~~credit~~-hours per semester or quarter for BSN or work-related master's degree courses approved by the ~~PNCC~~~~Professional Nursing Care Committee~~ which are related to the professional duties, but in no event shall the cost of additional education as approved by the PNCC for nurses who avail themselves of

this exceed \$10,000.00 in total based upon the Hospital's fiscal year (i.e., May 1 to April 30 of each year). A nurse must have completed twelve (12) calendar months of employment before becoming eligible for tuition reimbursement under this agreement. Nurses participating in this program will be expected to commit to employment at the Hospital for at least two (2) years following the last tuition reimbursement and to maintain a minimum employment requirement of 0.5 FTE.

4.4.2 It is further recognized that to receive reimbursement under the provision, nurses who participate must maintain at least a "B" average in classes in which they participate. The \$10,000.00 maximum specified above shall be applicable to any one (1) nurse but shall not be applicable to all applications received by the Hospital during the fiscal year.

4.4.3 Inclusive under the tuition reimbursement program will be reimbursements for the cost of correspondence work done through an accredited nursing institution with a degree program, administration fees and the cost of any challenge program up to the six (6)-credit-hour dollar equivalent maximum specified above.

4.5 It is the intent of the Hospital to achieve the following standards and the Hospital will make every reasonable effort to:

4.5.1 Assign so that a new employee without prior nursing experience will not be assigned to work Charge responsibility and will not be assigned to work alone during the nurse's first three (3) months of employment.

4.5.2 Provide a comprehensive two (2)-week orientation to each newly employed RN prior to assigning a normal patient load.

4.5.3 Not assign a nurse to float to a unit which the nurse has neither experience, orientation, nor completed the baseline competencies for filling this position other than as a "helping hands".

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4.5.4 Not be assigned to orient to more than two (2) departments at a time until the nurse successfully completes the primary position's baseline competencies.

ARTICLE 5 – EQUALITY OF EMPLOYMENT OPPORTUNITY

The provisions of this Agreement shall be applied without regard to race, religion, color, age, gender, national origin, sexual orientation, and/or physical disability which can be reasonably accommodated in all aspects of employment. It is further understood that the Association will cooperate with the Hospital's policy of nondiscrimination in all aspects of employment. Where the pronoun "he" or "she" appears, it shall be deemed to apply to persons of the male or female gender.

The Hospital and the Association agree that any form of harassment, including sexual harassment, shall not be permitted. All nurses are to report any suspected discrimination, including any harassment of a nurse in contravention of this Article, to Hospital management immediately. Retaliation for reporting such conduct will not be tolerated.

ARTICLE 6 – EARNED LEAVE

6.1 Definition. The Hospital uses a system called "earned leave", which combines paid time off for vacation, sickness, and holidays. Earned leave hours accrued are based on hours compensated including regular hours, overtime hours, callback, earned leave, on-call hours (due to low census), house convenience hours, education hours, during periods of jury duty and paid authorized leaves to a maximum of 2080 hours in a fiscal year. ~~Scheduled days off taken as leave without pay (LWOP) may be utilized only by nurses classified as a 0.9 FTE or greater, and must be scheduled with supervisory approval prior to the schedule being posted. Scheduled days taken off without pay (e.g., earned leave without pay) when the nurse must be replaced on the schedule, will not count as days worked for the purposes of earned leave accrual. Nurses may use up to six LWOP days per year but not take more than one day per month.~~ Nurses may have the option to use an HC day on scheduled work days when inclement weather prevents the nurse from reporting to work. Earned leave may be used for authorized leave, holidays, vacations, sick days, and for illness of family members. Earned

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leave will be paid at the nurse's regular rate of pay including applicable shift differential.

6.2 Eligibility. All regular full-time and regular part-time employees who have completed their introductory period of ninety (90) days shall accrue earned leave. Casual and temporary nurses do not accrue earned leave. Employees with longer years of continuous employment accrue at a faster rate as provided for under Section 6.6.

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6.3 Limitations. The combined total of hours worked and earned leave cannot exceed the normal FTE working time in any given pay period, except for overtime hours. Earned leave may be utilized, at the nurse's option, to supplement work time lost due to low census cancellation.

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6.4 The maximum number of earned leave hours a nurse may accumulate is 520 hours. Once the maximum has been reached, no further hours will accrue until the employee has taken earned leave time off.

6.5 Earned leave hours are credited starting with the first day of employment. No earned leave hours are earned, due, or credited for any purpose until an employee has completed three (3) months of continuous employment. At the end of three (3) months, earned leave will be credited back to first day of employment.

6.6 Accrual Rates. The following is the schedule used in computing earned leave.

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Years of Service	Earned per Hour	Maximum Accrued Per Year	Maximum Banked Hours
Year 0-5	0.0962	200 hours (25 days)	520 hours
Year 6-10	0.1154	240 hours (30 days)	520 hours
Year 11 +	0.1346	280 hours (35 days)	520 hours

6.7 Use of Earned Leave for Vacation. A nurse shall be free to utilize her/his earned leave as it best fits her/his own personal needs. Earned leave times of at least two (2) consecutive weeks will be established on a first-come-first-serve basis by date of

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application. In the event two (2) or more nurses request the same time and make a request on the same calendar date, the most senior nurse will be granted the earned leave time requested. Requests for earned leave of at least two (2) consecutive weeks should be submitted at least four (4) weeks prior to the schedule being posted. Requests for earned leave of less than two (2) consecutive weeks shall be submitted at least two (2) weeks prior to the schedule being posted. In those instances where a nurse provides the Hospital with two (2) or more months advance notice, the Hospital will endeavor to grant the earned leave request. Requests for earned leave should not be made more than six (6) months in advance. If it is denied, it will be done so in writing within two (2) weeks after receipt of the request. The Hospital will endeavor to meet all such requests with the understanding that the Hospital reserves the right to determine how many nurses may take earned leave at one time. Leave request dates shall be indicated in writing on the prior month's HCOC schedule to provide for a clear understanding of the next month's submission deadline.

6.8 Use of Earned Leave for a Holiday. On recognized holidays, an employee may elect to receive pay for up to one (1) day of accrued earned leave. To receive earned leave pay for a holiday the employee must submit an "Earned Leave Request" form. Should a nurse's department be closed because of a holiday, the nurse shall have the choice of using an earned leave or claiming the holiday as an HC day.

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6.9 Use of Earned Leave for Illness. A nurse who becomes ill will use a day of earned leave with ~~eight (8) hours~~ pay for scheduled hours at the regular rate of pay, as shown in Appendix A, for each day of absence from work because of illness commencing with the first day of each illness through the third consecutive lost work day or twenty-four (24) hours, whichever comes first; (for nurses working twelve (12) hour shifts for the first through the second consecutive lost day or twenty-four (24) hours, whichever comes first).

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When time off is requested without prior approval due to an emergency or illness, a specific reason for the request is to be given and accrued Earned Leave time must be used. The nurse requiring time off without prior approval must call in at least two (2) hours before the beginning of the nurse's shift. If the nurse does not have approval for each day of absence, it shall be considered an unexcused absence. Such absences can become cause for disciplinary action.

6.10 Authorized Leaves. If the employee requests earned leave for any portion

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of an authorized leave, he/she must submit an "Earned Leave Request" form to his/her immediate supervisor.

6.11 The Personnel Office will maintain a record of earned leave accrued and used for each nurse. In addition current accrued earned leave hours will be shown on a nurse's paycheck stub.

6.12 All earned leave accrued but unused by a nurse at the time of termination will be converted to cash at the rate of one (1) hour paid for each hour earned, using the nurse's final rate of pay.

6.13 Nurses may transfer earned leave against future accruals in accordance with Hospital policy. The Hospital will provide the Association with notice of any proposed changes to the policy.

ARTICLE 7 – EXTENDED ILLNESS HOURS

7.1 Subject to the eligibility requirements below, extended illness hours (EIH) shall be taken for regularly scheduled shifts which are missed due to illness, bereavement leave or disability. EIH shall be used only after a nurse has been ill or disabled for three (3) consecutive days or twenty-four (24) consecutive work hours, whichever comes first; (for nurses working twelve (12) hour shifts, after two (2) consecutive work days or twenty-four (24) hours, whichever comes first). If a nurse is hospitalized, then these hours shall be used starting with the first day of hospitalization which includes ambulatory surgical procedures in a surgery center or for other verifiable medical dental surgical procedures necessitating time away from work.

7.1.1 Bereavement. EIH may be used on the first day of bereavement leave for a death in the immediate family. The immediate family includes parents, current spouse, children, siblings, aunts, uncles, nieces, nephews, grandparents, spousal equivalents or domestic partners, current in-laws, adopted children and those under a legal guardianship. EIH may be used for bereavement for up to five (5) workdays. Up to an additional three (3) days of EIH may be requested by a nurse when such additional time is needed to travel over 500 miles one way to attend services. Additional EIH may also be

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used for such deaths when circumstances warrant. EIH may be used in one (1) hour increments.

7.2 Nurses are expected to communicate with the House Supervisor or their Nurse Manager on a routine basis during times of illness or disability, unless the Nurse Manager makes arrangements for the nurse to call at specific intervals due to the nature of the illness. Nurses shall provide as much advance notice of the need for EIH as is practicable

7.3 Eligibility. All regular full-time and regular part-time nurses shall accrue extended illness hours that have completed their introductory period of ninety (90) days. At the end of the ninety (90) day introductory period, EIH will be credited back to the first day of employment. Casual and temporary nurses do not accrue EIH.

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7.4 Accrual. The following is the schedule used in computing EIH:

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Years of Service	Earned Per Hour	Maximum Accrued Per Year	Maximum Hours Banked
All	0.0231	48 hours	520 hours

7.5 Casual nurses who have frozen banked EIH may use such hours if they return to a full-time or part-time position.

ARTICLE 8 – HOURS OF WORK

8.1 The basic work period shall consist of either a fourteen (14)-day calendar period, which represents eighty (80) hours of work, or a seven (7)-day calendar period, which represents forty (40) hours of work. A workday shall be defined herein as a twenty-four (24)-hour period, commencing with the time the nurse first reports to work. Nothing contained in this section or Article shall be construed as a guarantee of hours of work or workweek.

8.2

8.2.1 Alternative work schedules may be scheduled by the Hospital after securing the agreement of the Association and a majority of the affected nurses within a specified unit.

8.2.2 Job sharing arrangements may be approved at the sole discretion of the Hospital. The conditions of any approved job share will be reduced to writing and provided to the nurses involved.~~Those nurses presently assigned a regularly-scheduled position on any given shift may agree amongst themselves to share a seven-day position, i.e., 3/4, subject to the approval of the nurse manager. In such cases, the agreed upon sharing arrangement will not be posted for bid. Said arrangements shall be reduced to writing between the nurses involved and the nurse manager. In the event one of the participants to the share position resigns employment or opts out of the sharing arrangement by bid or by taking a leave of absence in excess of 60 calendar days, the available hours will be posted by bid. Upon such action, the previously shared position shall immediately revert to a seven-day position (5:2) until the terms of a new sharing arrangement are negotiated and approved. The remaining RN from the share position will have priority to work the full-time (5:2) position until a new sharing arrangement is approved. It is also understood that during a leave of absence of up to 60 calendar days by a partner to a shared position, the shared position shall temporarily revert to a seven-day (5:2) position.~~

8.3

8.3.1 For the purposes of computing overtime for those nurses working eight (8)-hour shifts~~the 14-day calendar period~~, all hours in excess of eight (8) hours in any one (1) day or in excess of eighty(80) hours in that period shall be remunerated at the rate of one and one-half (1-½) times their straight-time hourly rate. For those nurses working shifts other than eight hours~~a seven calendar day period~~, overtime shall be remunerated at the rate of one and one-half (1-1/2) times the nurse's straight-time hourly rate of pay for all hours worked in excess of forty(40) hours or in excess of the nurse's scheduled work hour~~eight hours~~ in any one day, ~~except those nurses assigned to work an alternative schedule~~. All hours worked in excess of sixteen (16) hours per workday shall be paid at the rate of double (2) times the nurse's rate of pay. For nurses who are on standby for a full weekend period, all hours actually worked in excess of sixteen (16) hours in the weekend period shall be paid at the rate of double (2) times the nurse's rate of pay. For purposes of this provision, the weekend period shall run from the beginning of

on-call on Friday to the end of on-call on Monday. It is understood that any work hours that are pre-scheduled on the weekend and otherwise paid at straight time will not count towards the sixteen(16) hour minimum needed to increase the overtime pay to double time.

8.3.2 When a nurse is working extended hours due to a combination of on-call, call-back and regular hours and requests to be replaced during the next scheduled shift due to fatigue, reasonable efforts will be made to accommodate such request. In no case will the nurse be required to work when advanced two (2)-hour notice of fatigue has been given to the appropriate supervisor.

8.4 After the schedule is posted, if additional hours become available, the hospital shall offer the hours on a first-come, first-served basis among nurses who meet minimum competency requirements for the available shift. If additional hours are available, Department Managers will post a needs list on their unit and send electronically to the nurses in the department on the Hospital intranet no later than the day the schedule is posted and nurses who meet the above criteria may sign up for extra hours in their respective department. Available hours will then be provided to nurses who have signed up and in accordance with the above criteria. There will be no requirements to provide shifts to nurses when those shifts will result in overtime pay.

8.5 One fifteen (15)-minute rest period shall be allowed for each four(4)-hour period of employment. Rest rooms and lockers shall be provided by the Hospital.

8.6 Work schedules shall be prepared and posted two (2) weeks in advance of the work period. Requests for days off must be submitted two (2) weeks prior to the scheduled posting time and no such reasonable request will be denied, if adequate staffing is available. Requests for additional shifts must also be submitted two (2) weeks prior to the scheduled posting time. Such requests will be accepted on a first-come, first-served basis among nurses who meet minimum competency requirements for the available work. All requests must be renewed prior to each schedule's posting. Once the schedule has been posted, schedule-changes regarding hours or days shall not be made unless by mutual consent of the Executive Director Patient Care Services, or designee, and the nurse. Emergency requests may be submitted directly to the shift supervisor.

Requests must be on the request form, signed and dated. For those nurses holding a combination float/unit specified position, the posted schedule shall reflect which days are unit specific and which are float days.

8.7

8.7.1 Nurses scheduled to report to work who report without having received at least ninety (90) minutes~~two (2) hours~~ notice in advance of a scheduled shift that there is no work available in their regular assignment, may be assigned work in other units for which they are qualified or to orientation in a unit designated by the Hospital. In lieu of such assignments and pay, the Hospital will consider a nurse's request for a day off without pay in these circumstances. For nurses who live more than ninety (90) minutes away from the Hospital, the Hospital will endeavor to call them ahead of their travel.

8.7.2 When the Hospital is unable to utilize such a nurse, the nurse shall be paid in an amount equivalent to eight (8) hours at her straight-time hourly rate, plus any applicable shift differential. Provided, however, that a nurse who is scheduled to work less than eight (8) hours on such day shall be paid for her regularly scheduled hours of work. It shall be the responsibility of the nurse to notify the Hospital of the nurse's current address and telephone number or another telephone number or method to contact the nurse if ninety (90) minutes~~two (2) hours~~ prior to her shift the nurse, due to a predetermined schedule, will not be at her residence. Failure to do so shall eliminate the Hospital from being obligated to pay the minimum guarantee specified above and complying with the notification requirement.

8.7.3 The provisions of this Section shall not apply in the event of acts of God or other natural disasters, or any other circumstances beyond the control of the Hospital which interfere with the work being provided.

8.7.4 For the purposes of this provision, orientation shall be defined as being instructed or acquainted with the physical layout, procedures and requirements of the unit as identified in section 4.5.2 and accomplished by completion of a primary competency checklist in each department. Such orientation

process may include providing patient care under the supervision of the nurse manager or designee. The scope and phases of the orientation shall be determined by the nurse manager and clearly identified with the orienting RN and the RN mentor. The approved competency checklist shall reflect the scope and phases of the orientation as it is expected to be followed. Each individual phase and scope of orientation shall have an associated competency checklist attached with specific timelines for completing each task section.

8.8 There shall be no pyramiding of premium rates, such as working overtime on a holiday.

8.9 A nurse required to stay on the Hospital premises when his/her unit is closed shall receive their regular rate of pay for the hours in question, it being understood such nurses may be required to work in any open patient care unit and perform those basic nursing skills as directed by the nurse manager or designee. In the event the nurse elects to stay in the assigned unit rather than float to another unit when the assigned unit is closed, s/he shall be placed on-call and be paid only the on-call differential for the hours in question. It being understood that if work is necessary in the closed unit as described by the applicable nurse manager in the closed unit (i.e., restocking, etc.), then the nurse shall be paid his/her regular rate of pay including any applicable shift differential.

8.10 If a nurse is scheduled on-call and works seventy-five (75%) percent or more of that on-call shift, for rotation purposes, this shall not be an on-call day. If a nurse is called back to work from on-call status for less than six (6) hours of the scheduled on-call shift (less than nine (9) hours for nurses on twelve (12)-hour shifts), the nurse shall receive one and one-half times (1-1/2) the applicable rate of pay for each hour worked, with a two hour minimum. If a nurse is called in for six (6) or more hours of the scheduled on-call shift (nine (9) or more hours for nurses on twelve (12) hour shifts), the nurse shall receive eight (8) hours of straight-time pay (twelve (12) hours of straight time pay for nurses on twelve (12)-hour shifts). This Section shall not apply if the nurse has requested an on-call day.

ARTICLE 9 – HOLIDAYS

9.1 All holidays will be observed during the 24-hour period commencing with the beginning of the night shift immediately preceding the holiday. Employees beginning a shift during this 24-hour period will be considered working the holiday. The following holidays are recognized by the hospital:

Christmas Day	Christmas Eve Day
New Year's Day	Fourth of July
Memorial Day	Thanksgiving Day
Labor Day	Easter Sunday

9.2 Regular full-time and regular part-time nurses who work on a holiday will receive one and one-half (1-1/2) times their regular rate of pay. Casual nurses who work on a holiday will receive two and one-half (2-1/2) times their regular rate of pay. Effective May 1, 2009, any hours that would otherwise be paid at one and a half time premium (call-back, overtime) shall be paid at double time pay when worked on a holiday.

9.3 On recognized holidays, a nurse may elect to request one day of accrued earned leave. To receive earned leave pay for a holiday, an employee must submit an "Earned Leave Request" form.

9.4 Rotation of Work. The Hospital shall attempt to rotate holiday work.

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ARTICLE 10 – EMPLOYMENT STATUS

10.1 Except as limited in this Agreement, the Hospital shall have the right to hire, promote and transfer employees. No nurse shall be disciplined, discharged or suspended except for just cause.

It will be a condition of employment that nurses provide and maintain an active telephone number where they may be reached. Nurses shall keep this current phone number on file in the Nursing Office.

10.2 Primary nurse positions will be filled by registered nurses. The job classifications under this Agreement include:

10.2.1 Charge Nurse. Under direction of a Nurse Manager and/or Shift

Supervisor is responsible for coordination of unit staff for patient assignment. The selection of Charge Nurse shall be at the sole discretion of the Nurse Manager with the understanding that any identified relief Charge Nurse shall be entitled to applicable charge differential in the absence of the Nurse Manager and Charge Nurse.

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10.2.2 Full-Time Nurse. Any nurse who is regularly scheduled to work at

least forty (40) hours a week (36 hours a week for nurses working twelve (12)-hour shifts) or eighty (80) hours in a fourteen (14)-calendar day period (seventy-two (72) hours in a fourteen (14)-calendar day period for nurses working twelve (12)-hour shifts).

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10.2.3 Part-Time Nurse. Any nurse who is regularly scheduled for less

than forty (40) hours per week (less than thirty-six (36) hours per week for nurses working twelve (12)-hour shifts). Such nurses shall be eligible to receive earned leave and extended illness hours on a pro rata basis.

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10.2.4 Casual Nurse. Nurses working without a permanent assignment

who are employed to work on an intermittent basis as needed. Such nurses shall not be eligible for either purchased or accrued benefits. Full-time and part-time nurses may use casual nurses to serve as their replacements when necessary with the approval of the Executive Director Patient Care Services or designee. Before the schedule is posted, each Nurse Manager will indicate to the Casual Nurse which shifts are available in the following schedule. A Casual Nurse must work at least forty-eight (48) hours six (6) days every three (3) months or ninety-six (96) hours twelve (12) days every six (6) months to retain status as a Casual. Casual nurses shall be available to work at least two (2) holidays per calendar year. Low census days and/or house-convenience days shall count as days worked for purposes of this section. During periods of prolonged low census, when the Hospital is unable to schedule a Casual Nurse in days he/she is available to work, the six (6) day/three (3) month, or twelve (12) day/six (6) month, minimum work requirement may be waived by the Hospital. For each anniversary year of service, a casual nurse shall accrue 0.333 years of seniority.

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10.2.5 Nurses who are downwardly classified involuntarily as a casual nurse shall not lose earned leave or extended illness hours accrued while in a higher classification. Such nurses may use accrued benefits until such benefits are depleted. Nurses who elect to be downwardly classified as casual will receive a cash payment representing any accrued earned leave over 100 hours (which is the maximum amount that can be retained by the nurse after the conversion to casual status).

10.2.6 **Reclassification of Casual and Part-Time Nurses.** The Hospital shall review the status of each part-time nurse or casual nurse each January and July 1 of each year for the purpose of changing classification status. Any change in status shall be based upon all compensated hours paid in the previous six (6) months and whether such hours are expected to continue for that casual or part-time nurse. However, no reclassification shall occur unless the interested nurse who wishes to be considered for a possible reclassification submits written notification to the Personnel Director. Notwithstanding the foregoing sentence, the Hospital may unilaterally reclassify a casual nurse to full-time or part-time status if s/he has worked an average of thirty (30) or more hours per week during the preceding six-month period, and therefore is required to be offered medical insurance under federal Health Care Reform legislation. Additionally, any bargaining unit nurse may petition for review of the appropriate status of a position in the same manner.

In evaluating a change, the Hospital shall not schedule a nurse so as to prevent a change in classification status. If, during the evaluation a position is determined to exist, then the position shall be posted for bid as described in Article 16.3.1. ~~However, it~~ is understood that at the time of reclassification, ~~the a~~ nurse shall prospectively become eligible for those benefits provided for this Agreement and not retroactively. Upon the change, the Hospital will endeavor to schedule the new position-affected nurse thereafter, to the nearest number of full shifts or hours per pay period that the casual or part-time nurse either was actually paid for or was scheduled in the preceding six (6)-month period as specified above.

10.2.7 **Regularly Scheduled On-Call Nurses.** Those nurses who stand

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call on a regularly scheduled basis. Such nurses shall be eligible to accrue benefits on a pro rata basis. Further, such nurses may be utilized to relieve part- or full-time nurses for vacations, leaves of absence, etc. with the approval of the Executive Director Patient Care Services or designee.

10.2.8 Continuous Employment. Shall be defined as all compensated hours inclusive of earned leave and extended illness hours worked, on-call hours, paid educational days and house convenience time.

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10.2.9 Nurse Mentoring Program. A trained nurse mentor shall be

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assigned to each new graduate, newly hired nurse, or nurse transferring to a different unit requiring orientation as described in Article 8.7.4. Nurse mentors, in conjunction with the orienting nurse and the nurse manager, will be responsible for planning, documenting, and evaluating the orienting nurse's performance as defined by the unit's competency checklist. The orientation period typically shall not exceed three (3) months but may be extended by the Hospital based on the nurse's assignment. This shall not preclude the Hospital from assigning nurses other than the nurse mentor to provide orientation, when appropriate.

In order to establish unit competency checklists, each department will work with their manager to establish a "Unit Task Force" charged with developing guidelines for their unit's competency list by various skill levels if appropriate, and identifying nurse mentors for the program. These competency lists shall be finalized and submitted to the PNCC for review by October 1, 2013, and shall be reviewed annually -by each unit task force.

10.3 Seniority shall not accrue during a nurse's introductory period. Upon satisfactory completion of her introductory period, the nurse shall be credited with the seniority date retroactive to her last date of hire. A full-time nurse shall be on introductory status and shall not become a regular employee until after the first ninety (90) calendar days of employment and may be terminated at the discretion of Administration during that period. A part-time or casual nurse shall be on introductory status and shall not become a regular employee until after the first 150 calendar days of employment or 520 hours of work, whichever comes first, and may be terminated at the discretion of Administration

during that period. It is understood that any time spent in a college preceptorship program by a newly graduated nurse will not count towards the introductory periods listed above. Newly hired introductory period nurses shall not have access to the grievance and/or arbitration provisions of this Agreement, for the purposes of discipline or discharge.

10.4 All nurses shall endeavor to provide the Hospital with no less than two (2) weeks' prior written notice of resignation as a professional courtesy. This notice requirement may be waived upon receipt of a request from the nurse to the Executive Director Patient Care Services explaining emergency conditions which prevented the timely notice.

10.5 Except where a nurse is discharged for a breach of nursing ethics, the Hospital shall give regular nurses two (2) weeks' notice of termination of their employment, or, if less notice is given, then the difference between two (2) weeks and the number of days advance notice shall be paid the nurse at her regular rate of pay, eight (8) hours per working day.

10.6 A regular nurse who feels she has been suspended, disciplined, or discharged without proper cause may invoke her rights under Article 15, Grievance Procedure.

10.7 Upon submission of intended resignation, a nurse shall be offered two (2) exit interviews; one (1) with Human Resources for the purpose of coordination of benefits, and the second with Nursing Services. It is the nurse's responsibility to schedule these interviews.

10.8 Any nurse required to work more than every other weekend, shall receive premium pay, at the rate of one and one-half (1-1/2) times the nurse's straight-time hourly rate of pay, plus any applicable differential for any shift so worked. A weekend shall be defined as follows; Saturday and Sunday for day and evening shifts; Friday and Saturday for night shifts; for nurses designated as "float" for computation purposes of this provision it shall be based upon the regularly assigned shift. This provision shall not be applicable to nurses classified as casual. A nurse who elects to work consecutive weekends will not be paid the premium described in this Section where the nurse's voluntary election is expressed in writing and signed, prior to the weekend in question.

10.9 Temporary Nurses.

10.9.1 The parties agree that full- and part-time registered nursing staff employed by the Hospital are most likely to provide the desirable level of nursing care, to provide care to patients at an economical cost and to provide the necessary balance in the assignment of shifts. It is understood that hospital employed "Float" and "Casual" nurses are also hospital nursing staff. The Hospital's basic policy shall be to use its registered nursing staff to the exclusion of temporary registered nurses from an outside agency except in unavoidable situations; however, the decision to hire temporary nursing staff shall remain solely with the Hospital administration.

10.9.2 Such temporary nurses shall be used only as a supplement to and not in lieu of Hospital registered nursing staff. Prior to utilizing a temporary nurse, the Hospital shall take all steps available to cover a shift or partial shift with its own nursing staff. Before making any use of a temporary nurse, the Hospital shall offer each shift or partial shift to the members of its own registered nursing staff who are qualified to perform the work. These offerings shall be made as soon as any scheduled opening is discovered by the Hospital and shall be immediately communicated to the qualified Hospital nursing staff by written notice posted on the Nursing Services' central bulletin board. A temporary nurse shall be required to have education, prior experience, state licensing and orientation necessary to function on the station unit in the facility to which assigned.

10.9.3 The Hospital will attempt to avoid increased assignments of any of its nursing staff to night, evening, holiday or weekend duty as a result of the use of temporary nurse personnel.

10.9.4 The Hospital shall promptly take and maintain all necessary steps to reduce and minimize reliance on temporary registered nurses from outside agencies.

10.9.5 The PNCC will review factual data and make recommendations for

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further reducing the utilization of nurses from temporary agencies.

10.10 Designated float nurses (Float 1) shall be paid an additional "float"

differential of \$1.50 per hour for all hours so worked. Up to two (2)nurses shall be eligible for such float differential per shift. Any additional floats (Float 2) as designated by the Hospital after the two(2) nurses shall receive a differential of \$.50 per hour for each hour that they float outside their home department. The Hospital reserves sole discretion to select which nurses, and how many nurses, will serve as "floats." Only a Float 1 may bump regularly scheduled staff in any unit on designated float days according to the bump rotation defined in Article 16.10. At no time shall a regularly scheduled department nurse be placed on involuntary low census or HC, leaving the unit to be staffed solely that shift by float nurses who are floating outside of their home department.

10.11 At any meeting, which is part of a disciplinary action or discharge of a

nurse, the nurse shall have the right to a nurse representative if s/he so desires. The Hospital shall forewarn any nurse of possible disciplinary action in order that the nurse may request such representation. It being understood that the Hospital shall assume no financial obligation to an off-duty nurse representative if the affected nurse requests the presence of an off-duty nurse representative. Active personnel files will not include material older than three (3) calendar years. Inactive files which contain all materials more than three (3) calendar years old will not be accessible for review except by the Personnel Director, or designee. These inactive files will not be accessible to other hospital employees including supervisors except by written permission of the affected nurse. Any nurse may, upon request, inspect the contents of both her active and inactive personnel files. ~~With written permission of the nurse, the~~ Upon written request, the -ONA Labor Relations ~~Representatives~~ may also inspect the contents of both the active and inactive personnel files.

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10.12 Should the Hospital desire to implement a new job classification, ~~and then~~ the Hospital and the Association will first meet to discuss wages, hours of work and working conditions associated with same. If the Hospital and Association are unable to reach agreement, the Hospital shall set the wage rate which will remain in effect until the expiration of the current agreement. Following expiration of the agreement, the parties will meet again to discuss the appropriate wage rate.

ARTICLE 11 – LEAVES OF ABSENCE

11.1 General Conditions and Procedures. An eligible nurse may be granted

an unpaid leave of absence under the terms and procedures outlined in this Article. At least two (2) weeks prior to the intended effective date, where possible, the nurse shall submit a written request stating the purpose and intended period of absence, including date of return. The Hospital shall respond in writing within seven (7) calendar days of receiving the written request. The Hospital's approval of such requests will not be unreasonably denied and shall depend on the reason for the request, the staffing needs of the Hospital, any previous leaves of absence (date, length and purpose), and the nurse's commitment to return to work immediately following expiration of the leave. If the Hospital denies a request for leave, the Hospital shall state in writing to the nurse the reasons for the denial.

A nurse on leave of absence shall not engage in other employment without prior written consent from the Executive Director Patient Care Services.

It is the nurse's responsibility to initiate arrangements for a leave of absence (or extension of any existing leave) and to provide any required medical proof or other documentation.

It is the responsibility of the affected nurse to confirm the date of return to the Hospital in writing at least two (2) weeks prior to the posting of the work schedule for the nurse's anticipated date of return. The nurse shall be provided appropriate forms for confirming return to work upon commencement of the leave. A nurse who fails to comply with the leave of absence procedures set forth in this Article, or who fails to return to work on the next day following termination of a leave of absence, is subject to termination of seniority and employment unless the nurse is prevented from returning to work for reasons beyond the nurse's control.

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11.2 Types of Leave.

11.2.1 Personal Leave. After completing one (1) year of employment, a nurse may request personal leave of up to thirty (-30) calendar days. A nurse who has completed probation but has worked less than one (1) year may request personal leave of up to two (2) calendar weeks. Reasons for requesting personal leave may include attendance at the annual ONA convention.

11.2.2 Medical Leave. All nurses are eligible for a disability leave of absence for up to 120 days for recovery from a physically disabling condition. Disability leaves may be extended in unusual emergency cases to a maximum of 180 days. Leaves of absences and reinstatement to employment following on-the-job injuries will be handled in compliance with applicable state and federal law. The request for a disability leave should normally include a statement from the treating physician explaining the basis for the request, estimating the length of recovery time required, and describing the conditions that make it physically unreasonable for the nurse to perform assigned duties. Disability leaves are conditioned upon the nurse furnishing satisfactory medical proof of need upon request from the Hospital. A nurse on disability leave is expected to report the nurse's availability for work within three (3) calendar days of release for work by the nurse's physician.

11.2.3 Domestic Violence Victims' Leave. Nurses who are victims of domestic violence, sexual assault or stalking may be eligible to take an unpaid leave of absence from work for a reasonable period of time, pursuant to Oregon state law. Eligible employees must have worked an average of twenty-five (25) or more hours per week for at least the 180 days immediately prior to the leave. All requests for such leave will be handled in compliance with Oregon state law.

11.2.4 Military Leave. Employees who are ordered to or volunteer for extended military training or active duty in the Armed Services shall be granted a leave of absence for the length of the service as required by applicable federal or state law. Military leaves for extended tours are without pay and no benefits shall accrue during the period of the leave except as may be required by applicable federal or state law. Nurses who are ordered to annual training may also take a

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leave of absence for such training. Nurses shall provide the Executive Director Patient Care Services a copy of orders for military training within five(5) days after the orders are received by the nurse.

11.2.5 Family and Medical Leave Act of 1993. In all situations,

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including situations described in the medical leave and parental leave sections of the contract, leaves of absence covered by the Family and Medical Leave Act of 1993 and Oregon State family medical leave laws will be handled in compliance with those legal requirements as set forth in applicable state and federal laws. Eligibility for such leaves is defined in the Hospital's personnel policies. Leave time authorized by either the federal and/or the state law will run concurrently (as well as concurrently with any other leaves of absences described in this contract). Generally, such family leave may be used for any of the following purposes:

- Serious health condition of the employee or of a family member;
- An employee's disability due to pregnancy or prolonged absence for prenatal care;
- Birth, adoption, or foster placement of a child under 18; or
- Illness or injury of a child necessitating home care, other than a serious health condition, for a minor child or an adult child substantially limited by a physical or mental impairment.

Employees interested in taking a family leave of absence must complete the request for family leave form and return it to personnel/payroll office at least thirty (30) days prior to the anticipated beginning of the leave, if such advance notice is possible. For leave for an employee's own serious health condition or that of a family member, the employee must provide a completed medical verification form to the personnel/payroll office at the time the leave is requested where the employee gives at least thirty (30) days' notice, or if it is not possible to provide thirty (30) days' notice, no later than fifteen (15) days after the employee knows of the need for the leave. A medical certificate of ability to return to work may be required if the employee has been incapacitated during the leave.

Unless otherwise provided by law, the maximum duration of time for a family medical leave is twelve (12) weeks in any twelve (12)-month period. This is a

“rolling” twelve (12)-month period. A family medical leave of absence is unpaid except that employees may use any accrued earned leave or extended illness hours (if otherwise applicable) to receive pay for all or a portion of the leave.

Employees taking a family medical leave shall continue to receive health insurance benefits as set forth in Article 13 for up to the twelve (12) weeks of family medical leave. During such leave of absence the nurse must continue to pay the employee portion of the health insurance premiums as were paid prior to the leave of absence. (If the nurse does not return to work following the leave of absence for reasons other than the serious health condition of a family member or the employee, or some other reason beyond the employee's control, the nurse may be liable for the hospital portion of the health insurance premiums during the leave). Unless otherwise required by law, no vacation or sick time will accrue during the otherwise unpaid portion of the family medical leave.

A nurse returning from a family medical leave will be reinstated to the same or equivalent position with equivalent pay, benefits and other employment terms as provided for in Article 11.3. A nurse's right to return to work may also be affected by any transfer, layoff or termination action which would have occurred for business reasons unrelated to the family medical leave of absence.

Additional information concerning family medical leaves of absence is contained in the Hospital's personnel policies.

11.3 Return Rights.

11.3.1 Leave for up to 60 days: Same position. A nurse on approved leave who returns within sixty (60) calendar days under the terms of this Article shall be entitled to resume the nurse's former position, hours and shift upon supplying the Hospital confirmation of the nurse's return to work, so long as the position exists. A nurse who requests return to a different position, shift or hours or whose position no longer exists will have the return rights described in subparagraph 11.3.3 in this section.

11.3.2 Leave for 60 to 180 days: Same shift and hours per pay

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period. A nurse on approved leave who returns within more than 60 calendar days but less than 180 calendar days under the terms of this Article shall be returned to the nurse's previous position if that position continues to exist and was filled temporarily. If the nurse's former position is not immediately available, the nurse will be offered a position for which the nurse is qualified on the shift with the regular hours (5:2) formerly held. A nurse who returns to a different position than the nurse left will have the option to fill the first opening that occurs in the position the nurse left without regard to the seniority of other nurses desiring the opening. Parental leaves of between 60 days and twelve (12) weeks shall be treated as in 11.3.1 above. Nurses taking parental leaves exceeding twelve (12) weeks but less than 180 days shall be returned to same shift and hours per pay period. In any situation when a nurse is provided with specific reinstatement rights by applicable federal or state law, the nurse's reinstatement will be handled in compliance with those applicable laws, except in situations where the contract provides greater rights for the nurse (and in those situations, the contract will be followed).

11.3.3 Light Duty. The Hospital shall make every reasonable effort possible to return an injured nurse to work on light duty, if such work is available.

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11.4 Accrual. Seniority shall accrue during approved leaves. Pay or other fringe benefits will not accrue during a leave of absence, although a nurse will not forfeit previously accrued benefits during an approved leave. Nurses on unpaid leave of absence may self-pay for insurance benefits to the extent permitted under the terms and conditions of the Hospital's insurance policy.

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ARTICLE 12 – NO STRIKE; NO LOCKOUT

There shall be no strikes, informational picketing, sympathy strikes, slowdowns or lockouts during the term of this Agreement.

ARTICLE 13 – HEALTH AND WELFARE

13.1 At the beginning of employment and annually thereafter, the Hospital shall arrange to provide testing per infection control guidelines at no cost to the nurse. This

testing shall include a chest x-ray examination should any result show a positive reading.

13.2 Laboratory examinations, when indicated because of exposure to

communicable diseases, shall be provided by the Hospital, at no cost to the nurse.

Hepatitis B vaccine and follow-up titers as indicated shall be provided to nurses at no cost to the nurse.

13.3

13.3.1 Health and Dental Programs. The Hospital will contribute ninety

(90%)~~100~~ percent of the contribution for single coverage towards the cost of a Health Welfare Program, vision program, and the cost of the Dental Program including orthodontia for each regular full-time nurse. For purposes of this paragraph, "regular full-time" means FTE 0.9 or higher. The Hospital will contribute 80 percent of the contribution for single coverage towards the cost of a Health Welfare Program, vision program, and the cost of the Dental Program including orthodontia for each part-time nurse with FTE status between 0.5 and 0.8. The percentage paid as of implementation of this agreement per month towards the cost of dependent coverage of said program shall be 50 percent or greater provided by the Hospital.

13.3.2 The Hospital, for the term of this Agreement, shall guarantee the present or substantially similar overall benefit levels for the health and dental insurance described in the Summary Plan Descriptions furnished to the Association. The Association recognizes that it shall be the Hospital's right to change carriers, provided that the overall benefit levels and conditions for qualifications are substantially comparable and do not substantially change.

13.3.3 The Hospital and the Association recognize that during the term of this Agreement, the parties may negotiate toward a transition to managed health care. The parties agree that during the term of this Agreement, upon request of either party, they shall meet for the purposes of negotiating concerning that transition, including the cost structure and benefits. In the event the parties bargain to impasse without reaching agreement on this subject, and the Hospital notifies the Association that it intends to implement its last and final offer following the

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bargaining impasse, the no-strike provision of Article 12 shall be invalid, and upon proper notice required pursuant to the National Labor Relations Act, the Association may strike or take other economic action in opposition to the Hospital's implementation of any transition to managed health care. In the event of such strike, the Hospital retains all rights concerning replacement employees provided by the National Labor Relations Act.

13.4 The Hospital will pay the premium for long-term disability coverage for each benefit-eligible RN who works twenty (20) hours per week.

The Hospital will pay the premium for the \$20,000.00 life insurance for benefit-eligible RNs employed at the Grande Ronde Hospital, who work twenty (20) or more hours per week.

13.5 Safety Committee. The Employee Safety Subcommittee shall have as members at least one nurse selected by the Association. Within sixty (60) days of ratification of the 2015-2017 Collective Bargaining Agreement, the Employee Safety Subcommittee will consider the issue of staff parking.

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13.6 Joint Committee on Insurance. At least three (3) ONA-selected nurses and the ONA Labor Relations Representative shall serve on a Joint Committee for the purposes of monitoring and making recommendations concerning benefit levels and costs of the health, dental, vision, and orthodontia insurance plans made available to hospital employees. The parties may consider other types of insurance plans than those listed in this section if mutually agreed to by the committee members. Nurses shall be compensated at their straight-time rate of pay for time spent in official Committee meetings and activities.

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13.7 The minimum lift requirement for all nurses shall not exceed fifty (50) pounds. Except in circumstances requiring immediate action, nurses are required to use lifting assistance equipment provided by the Hospital when performing such duties.

ARTICLE 14 - PENSIONS

The Hospital shall continue the current 401K pension plan for each eligible nurse during

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the term of this contract. The plan shall not be modified except as necessary to comply with federal statutes.

The minimum Hospital contribution on behalf of nurses shall be two percent. In addition, the Hospital will "match" the nurse's contribution up to a total of three percent (allowing a maximum contribution of five percent under this provision, assuming the nurse contributes three percent). For nurses employed 10 to 20 years at GRH, the Hospital shall make a minimum contribution of three percent and the Hospital will "match" the nurse's contribution up to a total of four percent (allowing a maximum contribution of seven percent under this provision assuming the nurse with 10 to 20 years of employment at GRH contributes four percent). For nurses employed 21 or more years at GRH, the Hospital shall make a minimum contribution of three percent and the Hospital will "match" the nurse's contribution up to a total of five percent (allowing a maximum contribution of eight percent under this provision assuming the nurse with 21 or more years of employment at GRH contributes five percent).

<u>Years of Service</u>	<u>Hospital Contribution</u>	<u>Hospital "Match" if employee contributes</u>
<u>0-9</u>	<u>2%</u>	<u>3%</u>
<u>10-20</u>	<u>3%</u>	<u>4%</u>
<u>21 +</u>	<u>3%</u>	<u>5%</u>

ARTICLE 15 – GRIEVANCE PROCEDURE

15.1 The purpose of this Article is to provide a method for settlement of complaints or problems raised by a nurse alleging that a provision of this Agreement has been violated. It must be presented and processed in accordance with the following steps, time limits and conditions as herein set forth.

Step 1. Nurse and Immediate Supervisor. The grievant shall first attempt to resolve the alleged violation with the nurse's immediate supervisor no later than within 10 calendar days of the nurse's knowledge that the grievance exists. The grievance shall describe the conduct which allegedly violated the agreement, and state the section of the agreement allegedly violated, in writing, to the nurse's immediate supervisor. The immediate supervisor shall have ten (10) calendar days to resolve the problem and shall respond in writing to the nurse.

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Step 2. Nurse, Association Representative and Director of Clinical

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Nursing. If the matter is not resolved to the satisfaction of the nurse in Step 1 above, she may thereafter present the matter in writing to the Director of Clinical Nursing within ten (10) calendar days of the immediate supervisor's decision. The Director of Clinical Nursing shall then meet within ten(10) calendar days with the nurse and a representative of the Association to resolve the matter and shall reply in writing within ten (10) calendar days after said meeting. An Association grievance may be initiated at this step.

Step 3. Nurse, Association and Executive Director Patient Care

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Services. If not resolved at Step 2 above, to the grievant's satisfaction, the grievance may thereafter be presented to the Executive Director Patient Care Services, or his designee, for consideration and determination within 10 calendar days of receipt of the Director of Clinical Nursing's response, or in the event of no response, within 10 calendar days after expiration of the time allotted in Step 2. The Executive Director Patient Care Services, or designee, shall then meet with the Association within 10 calendar days with a nurse and a representative of the Association to resolve the matter and shall reply in writing within 10 calendar days after that meeting.

15.2 The parties agree that they will follow the foregoing grievance procedure in accordance with the respective steps, time limits and conditions contained therein, except that such time limits may be extended by mutual agreement. If, in any step, the Hospital's representative fails to give a written answer within the time limit as set forth, the grievance may be appealed to the next step at the expiration of such time limit. If the nurse or the Association fails to follow the foregoing grievance procedure in accordance with the steps, time limits and conditions contained therein, the grievance shall be deemed settled on the basis of the Hospital's last answer.

15.3 A grievance involving a discharge shall be initiated in Step 2 of the grievance procedure. A grievance challenging such discharge must be presented to the Hospital within 10 calendar days after the disciplinary action has been initiated. The Association will receive a copy of any letter informing an employee of their discharge provided the nurse has completed her probationary period.

1
2 **15.4** Only the Association may require arbitration of the Hospital.
3

4 **15.5** The settlement of a grievance, in any case, shall not be made retroactive
5 for a period exceeding 30 working days prior to the date the grievance was first presented
6 in writing.
7

8 **15.6** No nurse shall be paid by the Hospital for time spent in arbitration hearings
9 unless requested to appear on the Hospital's behalf. No nurse in the bargaining unit shall
10 engage in Association activities on Hospital time except as specifically provided for in the
11 provisions of this Agreement. Investigation of grievances or the representation of nurses
12 during disciplinary proceedings shall not be considered a violation of this Section. The
13 parties agree that pending the raising, process and settlement of a grievance during the
14 term of this Agreement, they shall abide by all provisions of Article 12. Nothing contained
15 in this provision shall prohibit the Association from raising and processing grievances of
16 alleged violations of this Agreement. Association grievances shall be initiated at Step 2 of
17 this procedure.

18 **15.7** A grievance may be submitted for arbitration within 10 calendar days after
19 receipt of the Hospital's last answer in Step 3 of the grievance procedure or the date on
20 which such answer would otherwise be due. In the event the Association desires to submit
21 the dispute to arbitration, it shall then attempt to select with the Executive Director Patient
22 Care Services, or designee, an impartial arbitrator. After a timely request for arbitration and
23 a telephone conference, the parties shall have five days to mutually agree upon the
24 selection of an arbitrator. If the parties are unable to agree, the Association may request a
25 panel of seven arbitrators be provided from the Federal Mediation and Conciliation
26 Service. Thereafter, the parties, "by flip of the coin," shall determine who will strike the first
27 name. The sole name remaining will be appointed the arbitrator. The arbitration
28 proceedings will be conducted under the voluntary rules of the American Arbitration
29 Association.
30

31 **15.8** Each party will bear the expense of its representatives, participants and
32 witnesses for the preparation of presentation of its own case. The fees and expenses of
33 the arbitrator, the hearing room and any other expenses incidental to the arbitration shall
34 be born equally by the parties.

15.9 The arbitrator shall have no authority to add to, subtract from, modify or change, alter or ignore in any way, the provisions of this Agreement or any expressly written amendments or supplements thereto, to extend its duration unless the parties expressly agree, in writing, to give him specific authority to do so, or to make any award which has this effect, with sole exception to Article 10, Section 12. The award of the arbitrator so made shall be final and binding on the parties. The arbitrator shall arrive at his decision solely upon the facts and contentions presented by the parties during the arbitration proceedings. The arbitrator shall not consider any facts or contentions which were not introduced by the Association/Hospital in the steps of the grievance procedure or prior to the hearing. Should the Association become aware of new facts or contentions prior to the arbitration hearing, the Association shall request the reopening of the grievance procedure at the last step, and the parties shall meet to discuss any new facts/contentions. An arbitrator shall not review more than one grievance on the same hearing date or series of hearing dates except by agreement of the parties.

15.10 The grievance and/or arbitration provisions of this Agreement shall not be available in cases involving the interpretation, application or violation of Article 12 of this Agreement, with the sole exception of whether or not a nurse either participated or engaged in any of the activities prescribed therein.

15.11 The award of the arbitrator shall be made no later than 30 calendar days from the date of the close of the hearing or receipt of the transcript and any post-hearing briefs by the arbitrator unless otherwise agreed upon by the parties.

15.12 The grievance committee shall be composed of three registered nurses selected by members of the Association's bargaining unit, shall act as Association representatives and shall be known as the grievance committee. The names of such committee persons shall be certified in writing to the Hospital by the Association. The grievance committee members may investigate and process grievances outside of the investigator's working hours.

15.13 Except for a grievance concerning a discharge or discipline, the arbitration procedure stated in Section 7 of this Article shall not apply to grievances in process beyond the expiration date of this Agreement if the grievance was filed less than 90 days

before the expiration date.

ARTICLE 16 – SENIORITY

16.1 Seniority shall be defined as continuous employment from the nurse's last date of hire within the bargaining unit.

16.1.1 All approved leaves of absence (i.e., sick leave, jury duty and bereavement or parental, adoptive leave or industrial accident), shall not be considered breaks in continuous service.

16.1.2 A nurse who terminates and is rehired within six months of her termination shall be returned to her prior wage step but will be considered a new hire for all other benefits and seniority purposes.

16.1.3 For purposes of posting and filling positions covered by this Agreement, seniority shall not be lost when a nurse is promoted to a supervisory or management position or transferred to any Hospital-owned clinic. However, he/she shall not continue to earn seniority after being promoted or transferred to such a position. For purposes of implementation, this provision shall apply to a nurse so promoted or transferred out of the bargaining unit after the effective date of this Agreement.

16.2 A nurse's seniority shall be broken and her employment terminated if any of the following occur:

16.2.1 Discharge for just cause.

16.2.2 Voluntarily resigns or retirement.

16.2.3 Accepts other employment at another acute care hospital while on leave of absence, without written authorization from the Executive Director Patient Care Services or designee.

16.2.4 If a nurse is laid off and not recalled to work within twelve months,

or the nurse's length of employment, whichever is less.

16.2.5 If the nurse is laid off and fails to inform the hospital of her intent to return to work within five working days of receipt of a registered letter, return receipt requested, at the nurse's last known address.

16.2.6 A nurse who has accepted employment elsewhere will be permitted to give up to two weeks' notice to a current employer before returning to the hospital.

16.3

16.3.1 Notice of all vacancies or newly created positions for which a professional nurse is eligible shall be posted, both in the Hospital and on the Hospital's intranet, for a period of seven consecutive days prior to the filling of the position. Qualifications to perform the duties of the position shall be the primary concern. In cases of job bidding, providing that the bargaining unit nurses are equally qualified to perform the work required, the principal of seniority shall govern.

In cases where bargaining unit seniority is equal between otherwise qualified applicants, seniority by date in the patient care unit in which the vacancy occurs will be the tie-breaker. If a further tie-breaker is needed, a flip of a coin shall break the tie.

Unsuccessful applicants shall be notified in writing as to the reason(s) for their lack of success.

16.3.2 Lack of orientation as defined in Article 8, Section 8.7.4, shall not be the determining factor in denying a nurse a position bid for.

16.4

16.4.1 Bargaining unit nurses requesting a transfer in accordance with the provisions of this Article shall be given preferential consideration over outside applicants or employees not in the bargaining unit, provided they possess the necessary experience and qualifications for the available job. If no nurse applies for

a posted position within the specified time period or if the nurse who does apply for a posted position within the specified time period does not have sufficient qualifications to meet the competency checklist standards, the Hospital may fill the position with a non-Hospital employee. If the position is modified during the period in which the Hospital is seeking applicants, however, the Hospital must repost the position with the modified job requirements. If further education is necessary to fulfill the requirements of the position, presently employed nurses will be given a preference in order of seniority as described in Section 3.1 for such education.

16.4.2 Employees requesting and receiving a transfer shall be placed on a 30-day trial service period with a nurse mentor (as available) which shall serve as a time for the hospital to evaluate the nurse's performance on the job, as well as for the nurse to evaluate the new position. The trial service shall not affect seniority. Should the nurse, for any reasons, be removed from the new position within thirty (30) days, she shall be placed in the previous position prior to the transfer. Nurses who are successfully awarded a transfer position will be transitioned to the newly awarded position as soon as possible. Nurses will not be required to work in their former unit/position longer than sixty (60) calendar days without mutual agreement.

16.4.3 Should the hospital be unable to fill a position, it may be necessary to temporarily transfer employees into the position until such time as it is filled. These transfers will be made for no more than fourteen(14) working days and shall be rotated in the following order: volunteers, casual and then beginning with the least senior nurse in the unit. If a nurse is transferred at the request of the Hospital to either the night or evening shift upon the third consecutive shift, she shall be compensated an additional \$1.00 per hour plus any applicable shift differential.

16.4.4 A nurse may apply to fill a temporary vacancy before a casual, temporary or outside applicant is placed in the temporary opening. Once the original position has been filled, the resulting temporary vacancy can also be filled according to the above procedure. Further temporary positions will be filled without any restrictions. Following closure of the temporary openings, the nurses will be returned to her original positions.

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16.5 For purposes of this Article, the following patient care units shall be applicable:

16.5.1 Medical/Surgical units.

16.5.2 Family Birthing Center.

16.5.3 ICU/CCU unit.

16.5.4 Surgical Services (OR, PACU, Surgi-Center, Chemotherapy, and Out-Patient Therapies).

16.5.5 ER unit.

16.5.6 Home Health/Hospice

If the ambulance unit is reestablished, it will be covered by this Agreement.

A nurse's primary patient care unit shall be defined as that unit listed above in which the nurse is predominantly scheduled to work.

For purposes of job bidding and layoffs, the OR/Recovery Room unit and the Surgi-Center shall be considered separate departments. Nurses hired prior to May 1, 1995 shall remain hired in the department for which they were originally hired.

16.6 In the event of a layoff, the Hospital will endeavor to give advance notice to the nurses so involved of at least two(2) weeks, unless prevented from doing so due to circumstances beyond its control, i.e., lack of admissions, etc. In any event, a minimum of one(1) week's notice will be given. Further, the Hospital will post prior to the effective date of a layoff, a current seniority list specifying length of service, current unit and time status.

16.7 In the event of layoff, the nurse with the least bargaining unit seniority on the shift in the patient care unit shall be laid off in the following order:

16.7.1 Volunteers within the affected patient care area.

16.7.2 Temporary nurses within the affected patient care area.

16.7.3 Part- and full-time nurses within the affected patient care area.

After the decision is made on which positions will be reduced, the nurses filling those targeted positions will have four options: applying for open positions, bumping less senior nurses, reducing to casual status, or layoff. Subsequently displaced nurses will follow the same procedure.

16.8

16.8.1 In the event of layoff nurses must exhaust all seniority options in their patient care unit before being permitted to bump to another. Nurses may be retained out of the sequence of seniority if nurses with greater length of employment are not qualified to perform within one week of orientation in their own patient care unit. If there is not a less senior nurse holding the same FTE equal to the laid off nurse, a nurse may elect to bump for up to a like number of FTE hours the nurse held at the time of layoff. In the event the nurse elects to bump a less senior nurse for a portion of the less senior nurse's FTE, that less senior nurse may exercise any available bumping rights for hours to supplement her remaining hours.

16.8.2 In the event a nurse bumps from one patient care unit to another, she will only be permitted to do so once. A nurse will have 72 hours to decide if she wishes to exercise this option after being notified of layoff. Such option must be exercised in writing. If the displaced nurse does not exercise the right to bump, she will only be entitled to recall in her patient care unit. If there is not a less senior nurse holding the same FTE equal to the laid off nurse, a nurse may elect to bump for up to a like number of FTE hours as described in Section 16.8.1 above in another patient care unit. Any less senior nurse affected in this situation may also have bumping rights under this section.

16.8.3 The establishment of criteria to permit bumping between patient care units shall be vested with management, consistent with the unit competency

checklist. Management shall be the sole judge of a nurse's qualifications to bump. However, management shall not exercise this prerogative in an arbitrary and capricious manner. Nurses affected by a layoff who exercise bumping rights will receive no less orientation for another position than orientation normally offered to a new hire to that position.

16.8.4 Nurses who are laid off will be given 14 calendar days' notice of layoff or, will receive pay in lieu of notice for all scheduled days in that 14 day period.

16.8.5 Nursing administration shall have up to 90 calendar days to evaluate the work performance of a nurse who bumped into a new unit. If the nurse's work performance is unsatisfactory, the nurse may be laid off and the displaced nurse recalled.

16.8.6 Nurses who are laid off shall be on a recall list for 12 months from the date of layoff.

16.8.7 Recall from layoff will be made in the reverse order of the reduction. If a nurse's original position is reinstated, the displaced nurse has first preference in reclaiming the position.

16.8.8 Outside applicants or contracted nurses shall not be employed for a posted permanent or temporary vacancy in a nursing department if there is a nurse on the recall list to fill the vacancy after the usual orientation period.

16.8.9 If a laid off nurse is passed over in recall because of position disqualification, the nurse retains recall rights for future positions.

16.8.10 The Hospital will pay its share of the insurance premiums for a laid off nurse for the remainder of the calendar month in which the layoff occurred. Laid off nurses may continue the Hospital's insurance under applicable COBRA regulations while on layoff.

16.8.11 The remaining balance in the nurse's EIH bank will be reinstated upon recall if within 12 months.

16.8.12 Nurses taking an open position not covered by this agreement will have seniority frozen. Seniority does not continue to accrue while in such a position.

16.9 If in the event a group of nurses believes that a prolonged period of low census or reduced hours no longer can be effectively managed by the HC rotation system or other utilized means, such nurses may request an opportunity to meet with Nursing Administration and ONA Representatives to discuss possible options for addressing their concerns. Such discussions may include alternative staffing patterns or a permanent reduction in hours or positions. In the event management determines that the most appropriate option available is a permanent reduction in hours, then the seniority provision outlined in the layoff provision (section 16.8) will apply in meeting the needed reduction.

16.10 House conveniencing and on-call refers to a period of low census when employees are directed not to work a scheduled shift. House-convenience and on-call time is assigned as follows:

16.10.1 Overtime Shifts (when the resultant staff meets appropriate acuity and skill mix needs)

16.10.2 Volunteers on a given shift.

16.10.3 Casuals on a given shift.

16.10.4 Regularly scheduled on-call nurses.

16.10.5 Part-time or full-time nurses working an extra shift above their assigned FTE.

16.10.6 House convenience and on-call in a rotation determined by tracking each nurse's lost scheduled hours by assigned FTE due to previous house

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convenience and on-call. If more than two nurses on a nursing unit are reduced due to low census, all nurses beyond the first two will have the option of being on HC or on-call. After nine consecutive weeks, the accumulated HC and on-call hours shall be erased and tracking shall begin anew. The new tracking shall begin with the least senior nurse in the affected units. The rotation shall be kept up-to-date by management and be posted for nurses to review. Daily Staffing Sheets shall be posted on the nursing units at least thirty (30) minutes before the applicable shift. Nurses are responsible for reviewing this rotation and bringing any errors immediately to the attention of management for any necessary corrections. Any nurse coming off of orientation mid-nine-week rotation will be given a number equal to the average of all nurses with the same FTE for the remainder of that rotation. Nurses shall be made whole for work lost when placed on HC or low census out of order only if a nurse has brought the potential error to the attention of his or her manager or house supervisor prior to the lost work shift.

16.10.7 Nurses may work extra shifts per pay period without those hours counting towards the nurse's rotation for house conveniencing or on-call status.

16.10.8 This system of house convenience and on-call rotation will be reviewed at six month intervals by the PNCC.

~~16.10.9~~ 16.10.9 A separate rotation list shall be kept for casual nurses. In consultation with casual nurses, the PNCC shall be charged with determining the most effective means of rotating on this list, picking up shifts and remaining competent with frequent re-orientation shifts as requested and approved by management. Casual nurses shall be responsible for reviewing this list and bringing any errors immediately to the attention of management.

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ARTICLE 17 – SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 18 – SUCCESSORS

In the event that the Hospital shall, by merger, consolidation, sale of assets, lease, franchise or any other means, enter into an agreement with another organization which in whole or in part affects the existing collective bargaining unit, then such successor organization shall be bound by each and every provision of this Agreement. The Hospital shall have an affirmative duty to call this provision of the Agreement to the attention of any organization with which it seeks to make such an agreement as aforementioned and, if such notice is given, the Hospital shall have no further obligations hereunder from date of takeover.

ARTICLE 19 – JURY/WITNESS DUTY

Nurses who are required to serve on a jury or as a witness in a court or administrative proceeding under a court directive or subpoena will be permitted the necessary time off to perform such service and will be paid the regular rate of pay for the scheduled workdays missed for jury/witness duty providing that the nurse has made arrangements, confirmed in writing, with the nurse's supervisor in advance of jury/witness service. This benefit will be extended only to nurses who are required to perform such service, not to nurses who volunteer; this benefit will be limited to a maximum of 21 working days per calendar year. This provision shall not apply to any proceeding where the nurse is appearing as a party or witness adverse to the Hospital.

The nurse must furnish a signed statement from a responsible officer of the tribunal as proof of jury service. When a nurse is on jury or witness service, for purpose of rates of

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pay the nurse shall be assumed to have worked the day shift Monday through Friday.

The nurse shall report for work if four or more hours of the nurse's shift remain upon completion of the jury or witness duty.

ARTICLE 20 – DRUG AND ALCOHOL POLICY

20.1 Philosophy. Grande Ronde Hospital (the "Hospital") recognizes that

alcohol, illegal drugs and controlled substance abuse in the workplace has become a major concern. The Hospital believes that prohibiting alcohol, illegal drug and controlled substance use in the workplace will improve the safety, health, and productivity of our employees. The object of the Hospital's policy is to provide and maintain a safe and healthy workplace for all employees. Accordingly, the improper use, abuse, possession, distribution, manufacture, dispensation, purchase, transfer or sale of alcohol, controlled substances or illegal drugs by employees when on duty or on Hospital premises is prohibited. Employees must not report for duty, or be on Hospital premises while under the influence of alcohol, illegal drugs or controlled substances.

An employee's use of a prescription or over-the-counter medicine can pose a significant risk to the safety of the employee and of others. Employees must report the use of medically authorized drugs or other substances which can impair job performance to their immediate supervisor and may be required to provide properly written medical authorization from a physician to work while using such authorized drug. It is the employee's responsibility to determine from the physician whether or not the prescribed drug would impair his/her job performance.

The Hospital reserves the right to conduct applicant and employee drug and alcohol testing. The Hospital has adopted a policy of pre-employment drug testing and reasonable suspicion drug and alcohol testing.

20.2 Definitions. For the purposes of this policy, the following definition of terms is provided:

20.2.1 Alcohol: Means ethyl alcohol (ethanol). References to use or

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possession of alcohol include use or possession of any beverage, mixture or preparation containing alcohol, but does not include prescribed or over-the-counter medications containing alcohol.

20.2.2 Controlled Substances: Means any substance (other than

alcohol but including prescription medicine) that has known mind- or function-altering effects that may impair or affect the ability to perform work, the access to which is controlled by law. The term does not refer to the legitimate use of substances authorized by law which do not affect job safety or performance.

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20.2.3 Illegal Drugs: Any form of drug, narcotic, hallucinogen,

depressant, stimulant, cannabis, or other substance capable of creating or maintaining impairment or otherwise affecting one's physical, emotional, or mental state; the sale, purchase, transfer, use or possession of which is prohibited by law.

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20.2.4 Employee: Any individual who performs work for the Hospital is

subject to provisions of these guidelines.

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20.2.5 Hospital Premises: Hospital premises include all Hospital

property, facilities, parking lots, garages, workplaces, storage structures, and Hospital-owned vehicles and equipment.

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20.2.6 Under the Influence: A level in excess of established cutoff levels

of alcohol, illegal drugs or controlled substances in an employee's blood or urine reported by the laboratory, or use of alcohol, illegal drugs or controlled substances that results in any noticeable or perceptible impairment of the employee's mental or physical faculties or job performance. For the purposes of this definition, a blood alcohol level in excess of 0.03 will be considered under the influence.

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20.2.7 Reasonable Suspicion: Objective documented evidence of an

employee's condition or performance that reasonably suggests that an employee may be using or under the influence of a controlled substance, illegal drug or alcohol that may impair an employee's faculties. Examples may include altered work performance, appearance such as a noticeable odor of alcohol, erratic behavior or involvement in an accident or incident while on the job that results in

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physical injury or property damage when there is a reason to suspect that drugs/alcohol use was a contributing factor.

20.3 Policy

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20.3.1 Pre-Employment Drug Testing. All final applicants receiving job

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offers for positions, including full-time, part-time, casual, and temporary, will have the job offers conditioned on satisfactorily passing a drug test. Individuals with positive drug testing results will not be hired and may not apply or be considered for employment for six (6) months after a positive test result.

Any violation of this policy may result in discipline up to and including termination. The only exception to this rule is for an employee possessing or using as directed a drug which is prescribed for that employee by a physician or licensed practitioner and which does not impair safe or efficient job performance.

When a manager or supervisor has reasonable suspicion that an employee has used or is under the influence of a substance regulated by this policy, the manager or supervisor should initiate an investigation in accordance with the procedures identified in this Policy.

Extensive training for supervisors in recognizing symptoms of drug intoxication and impairment will be updated periodically.

Grande Ronde Hospital will not engage in random alcohol or drug testing of the general employee population.

All testing will be done by labs licensed by the State of Oregon. Employees may choose a testing site from a list containing at least two labs in addition to the hospital lab.

All tests and results will be identified in such a way as to ensure employee confidentiality. Strict attention shall be paid to adhering to chain of custody procedures when collecting and labeling specimen(s).

A test result in excess of cut-off levels will be sent to the Medical Review Officer (MRO) contracted by the Hospital and trained in interpretation of drug and alcohol testing results. The MRO will contact the employee and offer to meet to discuss the test results. The employee will have the opportunity to confirm or rebut the test results. If the MRO determines there is a legitimate reason for the test results, the test will be deemed to be negative. If the MRO determines there is no legitimate reason for the test results or the employee refuses to meet with the MRO, the test results will be deemed to be positive.

The testing procedure will include a second and confirming test by Gas Chromatography/Mass Spectrography where initial test results exceed cut-off levels. If the confirming GC/MS test exceeds cut-off levels, a split of the original specimen(s) will be sent to a different lab for a repeat testing. If the second testing results are below cut-off levels, both test results are deemed negative. A record of the test results will be maintained under strict control and confidentiality in the Human Resources Department in a locked location. Access to test results will be on a need to know basis only.

All employees must refuse to report if he/she believes himself/herself to be impaired.

All testing will be done at Hospital expense.

20.4 Procedure/Responsibility

20.4.1 When a manager/supervisor has reasonable suspicion an employee is under the influence of alcohol or a substance regulated by this policy, he/she will:

20.4.1.1 Find another member of the Hospital's management staff or nursing staff to verify the suspicions or actions and document behavior.

20.4.1.2 If agreement has been reached between the two that there are reasonable grounds to suspect the employee is under the influence of alcohol or drugs, then they will confront the employee with the suspicion. This will be done at a suitable location which will promote privacy and freedom from distractions during this meeting. Union represented employees will be offered an opportunity to have a union representative present through all steps of the investigatory and testing phases.

20.4.1.3 If an employee denies using or being under the influence of a substance regulated by this policy and the manager/supervisor and second staff member both still believe the employee to be under the influence of or to have used a substance in violation of this policy, he/she will obtain employee consent to collect specimen(s) for drug testing. The following procedure will be followed:

(a) Lab personnel will be responsible for overseeing the specimen collection for alcohol/drug testing. Collection will be done in a private location other than in the lab area.

A "split" of the specimen(s) will be preserved in the lab if needed for confirmation testing at a second lab location. In addition, employees may request a further "split" of a specimen(s) for testing at their own expense. All specimen(s) will be collected under the same rules for chain of custody.

(b) Following the interview process and specimen collection, the employee will be sent off duty.

(c) Transportation will be arranged for the employee to their home. The employee will be compensated for the loss of any scheduled work time on the shift from which he/she was sent home and remainder of any other scheduled lost time due to the test, if the test is negative.

20.4.1.4 If the employee does not consent to a drug test:

(a) Provide/arrange transportation home for the employee immediately.

(b) At the earliest opportunity, contact the Executive Patient Care Services and proceed with disciplinary action based on observable behavior and/or refusal to consent to a drug test, up to and including termination.

20.4.2 Results of the tests will be forwarded to the Medical Review Officer.

20.4.3 If the Hospital determines from test results or from an employee admission, the employee used or was under the influence of a prohibited substance or violated this policy in any other way, appropriate disciplinary action may be taken.

20.4.4 The employee will be allowed to provide evidence of prescription usage.

20.4.5 Searches. The Hospital may conduct random searches of Hospital facilities and property (such as Hospital vehicles, desks, file cabinets, employee lockers, etc.). Searches of employee lockers will be conducted in the presence of the employee whenever possible.

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20.4.6 Rehabilitation. The Hospital attempts to provide employees the opportunity to deal with drug- and alcohol-related problems. Any employee who voluntarily requests assistance in dealing with a drug and/or alcohol problem is urged to seek professional counseling for an assessment and, if appropriate, to enter a treatment program. Generally, employees who self-refer to such programs before work performance problems arise will not be disciplined. Professional counseling and treatment programs for drug and alcohol problems may be available through Hospital-provided health care insurance. Any cost not covered by health care insurance is the employee's responsibility. Generally, discontinuation of any

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involvement with alcohol or drugs is an essential requisite for participation in any treatment program. A medical leave of absence may be granted during this period if requested by the employee.

As a result of disciplinary action arising from a drug or alcohol problem or as a condition of continued employment, an employee may be required to participate in a drug or alcohol treatment program. An employee who is so required will first be evaluated for drug and alcohol use by an accredited professional. An employee may be required to participate in follow-up care as part of a comprehensive alcohol and/or drug treatment program. Depending upon the nature of the conduct which led to the employee's mandated participation in an alcohol and drug treatment program, the employee may be required to submit to random blood and urine screening for alcohol and/or drugs for a specified period of time and to meet various performance standards which are imposed as a condition of continuing employment.

The Hospital reserves the right to determine whether reasonable suspicion exists, the level of discipline to be applied, and whether an employee should be given the opportunity to participate in a drug or alcohol treatment program, provided the Hospital's actions are not conducted in a discriminatory or arbitrary manner.

Employee Consent To Urine Testing For Alcohol/Drugs

1. I, _____, hereby authorize Grande Ronde Hospital personnel to collect urine specimen(s) for alcohol and/or drug levels.

2. I understand that the specimen will be sent to _____ for testing.

3. I hereby authorize _____ to furnish the results of such tests to Grande Ronde Hospital.

4. I understand and agree that _____ is not responsible for the consequences of this information being given to Grande Ronde Hospital.

5. Release of these test results to any other party will require specific written consent by me.

Please List Any Medications (Prescriptions And Over The Counter) Taken Within The Last Two Weeks.

6. I certify that this is my urine specimen and that I have initialed by custody seal and that I have applied this seal to my urine specimen(s).

Dated: _____ Signature _____

Dated: _____ Signature _____

Note: Refusal to sign this consent form without qualification or refusal to give the above requested sample may result in disciplinary action up to and including dismissal.

For Lab Use Only
Performance Contract

Agreement To Conditions Of Continuing Employment

I, _____, understand that my reinstatement to employment by Grande Ronde Hospital is based upon a constraint of the following terms:

1. I accept admission to an alcohol/drug recovery program.
2. I recognize the importance of the involvement of my spouse and adult children in my recovery program.
3. I will comply with all of the program requirements to their successful conclusion.
4. I recognize the adverse impact that working overtime may have on my recovery and waive my rights to assignment of overtime.
5. I understand that my previous job performance warrants close supervision for a minimum period of six months upon return to work, and will accept such supervision as a constructive part of my recovery.
6. I understand that, upon return to the work place, I must meet all established standards of conduct and job performance and that I will continue to be subject to the Hospital's disciplinary procedures for any failure to meet these standards. I understand further that I must comply with the Hospital's Drug and Alcohol Policy.
7. I agree that for a period of six months from the date below, I will be subject to a random drug screening procedure. This will be done at the discretion of my manager/supervisor.
8. I understand that I will be subject to the terms of this Performance Contract until I have completed at least six (6) months of work. Upon completion of six months of work, my manager will review my job performance and recovery progress and determine if the terms of this Performance Contract will be removed, or continued for a maximum of 30 additional days.

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9. I understand that if I am a union-represented employee, a copy of this agreement will be provided to the union if I chose.

I understand and agree that my reinstatement and continued employment are contingent upon my meeting satisfactorily all of the above terms of this Performance Contract, and that my failure to do so relinquishes all defenses on my part and subjects me to immediate termination of my employment with Grande Ronde Hospital.

Dated: _____ Signature: _____

CUT OFF LEVELS FOR URINE DRUG TESTING

	EMIT	GC/MS
Amphetamines	300 ng/ml	500 ng/ml
Methamphetamines	500 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Cocaine	300 ng/ml	300 ng/ml
Opiates	300 ng/ml	300 ng/ml
THC	55100 ng/ml	55100 ng/ml
Benzodiazepines	300 ng/ml	300 ng/ml

ARTICLE 21 - DURATION AND TERMINATION

21.1 It is agreed that this document contains the full and complete agreement reached on issues considered during negotiations. All prior agreements between the parties are replaced and superseded by the provisions herein. The provisions of this Agreement are the sole source of any rights which the Association or any member of the bargaining unit may charge the Hospital has violated. No amendment or supplement to this Agreement shall be considered by either party until this Agreement terminates except by mutual consent of the parties. Any changes in mandatory topics of bargaining which were not otherwise discussed in the negotiations leading to this Agreement or contained herein shall be subject to negotiations between the parties.

21.2 This Agreement shall be effective on ratification, except as otherwise noted. It shall be renewed automatically in its present form another one year beyond April 30, 2017~~5~~ unless one party gives written notice to the other at least 90 days before its expiration date of April 30, 2017~~5~~ of its intention to terminate, amend or modify the Agreement. It is intended by the parties that a renewed agreement shall have the same effect as an original agreement between the parties.

1 | TA April 28, 2015
2 | IN WITNESS WHEREOF the Hospital and the Association have executed this
3 | Agreement as of July 23rd, 2013.

4 | OREGON NURSES ASSOCIATION GRANDE RONDE HOSPITAL

5 |
6 | _____
7 | Ateusa Salemi, Jackie Damm, Attorney
8 | Labor Relations Representative
9 |

10 | _____
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APPENDIX A

Appendix A is intended to be part of this entire Agreement and by this reference made a part hereof.

1. The following are the rates of pay for all nurses employed under the terms of this Agreement.

CLASSIFICATION: STAFF RN

Effective the first full pay period after 05/01/~~2015~~~~2013~~*- 2% Increase.

Effective the first full pay period after 05/01/~~2016~~~~2014~~- ~~21.5~~% Increase.

Effective the first full pay period after 11/1/2016 0.5% Increase.

*The retroactive effective date of 05/01/201~~5~~~~3~~ is based upon the successful ratification by vote of the membership on ~~May 28, 2013~~. May 15, 2015.

	Current (May 1, 201 42)	May 1, 201 53 2% Increase	May 1, 2016 ²⁰¹⁴ 21.5% Increase	Nov 1, 2016 0.5% Increase
Base				
1st Inc.	28.56 ^{29.71}	29.13 ^{30.30}	29.71 ^{30.76}	30.91
2nd Inc.	29.36 ^{30.55}	29.95 ^{31.16}	30.55 ^{31.63}	31.79
3rd Inc.	31.60 ^{32.87}	32.23 ^{33.53}	32.87 ^{34.03}	34.20
4th Inc.	32.44 ^{33.75}	33.09 ^{34.43}	33.75 ^{34.94}	35.12
5th Inc.	33.23 ^{34.57}	33.89 ^{35.26}	34.57 ^{35.79}	35.97
6th Inc.	34.35 ^{35.74}	35.04 ^{36.45}	35.74 ^{37.00}	37.19
7th Inc.	34.35 ^{35.74}	35.04 ^{36.45}	35.74 ^{37.00}	37.19
8th Inc.	35.60 ^{37.04}	36.34 ^{37.78}	37.04 ^{38.35}	38.54
9th Inc.	35.60 ^{37.04}	36.34 ^{37.78}	37.04 ^{38.35}	38.54
10th Inc.	37.02 ^{38.52}	37.76 ^{39.29}	38.52 ^{39.88}	40.08
11th Inc.	37.02 ^{38.52}	37.76 ^{39.29}	38.52 ^{39.88}	40.08
12th Inc.	38.37 ^{39.92}	39.14 ^{40.72}	39.92 ^{41.33}	41.54
13th Inc.	38.37 ^{39.92}	39.14 ^{40.72}	39.92 ^{41.33}	41.54
14th Inc.	39.57 ^{41.17}	40.36 ^{41.99}	41.17 ^{42.62}	42.84
15th Inc.	39.57 ^{41.17}	40.36 ^{41.99}	41.17 ^{42.62}	42.84
16th Inc.	40.72 ^{42.36}	41.53 ^{43.21}	42.36 ^{43.86}	44.07
17th Inc.	40.72 ^{42.36}	41.53 ^{43.21}	42.36 ^{43.86}	44.07
18th Inc.	41.95 ^{43.65}	42.79 ^{44.52}	43.65 ^{45.19}	45.42
19th Inc.	41.95 ^{43.65}	42.79 ^{44.52}	43.65 ^{45.19}	45.42
20th Inc.	43.23 ^{44.97}	44.09 ^{44.87}	44.97 ^{46.56}	46.79
21st Inc.	43.23 ^{44.97}	44.09 ^{44.87}	44.97 ^{46.56}	46.79
22nd Inc.	44.52 ^{46.32}	45.41 ^{47.25}	46.32 ^{47.96}	48.19
23rd Inc.	44.52 ^{46.32}	45.41 ^{47.25}	46.32 ^{47.96}	49.19
24th Inc.	45.86 ^{47.72}	46.78 ^{48.67}	47.72 ^{49.40}	49.65
25th Inc.	----	----	49.40	49.65

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26 th Inc	---	---	50.39	50.64
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- 1
- 2 *Effective on first payroll period beginning after the effective date

Evening differential***	\$2.25 per hour
Night differential***	\$4. 5025 per hour <u>eff 5/1/15; \$4.75 per hour eff 5/1/16**</u>
Charge differential	5% of the nurse's regular rate of pay
On-Call differential	\$4.75 per hour, \$5.25 on holidays.
Surgical Services/HH Standby Differential	\$5.75 per hour, \$6.25 on holidays.
Certification differential	\$1.25 per hour for any ANA or nationally recognized certifications.

** Upon ratification, differential increases to be effective the first full pay period after the effective date

*** Evening shift differential shall be paid for all hours worked ~~for shifts which start~~ between 1500 and 2300 hours and night shift differential shall be paid for all hours worked ~~for shifts which start~~ between 2300 and 0700. These shift differentials do not apply to Home Care/Hospice nurses except in call-back situations. Should a nurse working a night shift continue to work into the day shift at the hospital request, the nurse will continue to receive night shift differential for all hours worked on the day shift. Should the shift start and stop times be altered, the appropriate evening and night shift differentials shall be paid for the altered shifts.

2. A nurse temporarily assigned to a higher position and shift shall be compensated for such work at no less than the minimum rate of pay applicable to the higher position if such assignment lasts for a period of four or more hours.

3. Regular part-time nurses shall receive consideration for promotional advancement.

4. Merit Raises. The Association recognizes this Agreement to be the minimum standards of employment. This Agreement should not be construed to limit management's right to reward an individual nurse's performance over and above the prescribed conditions called for in the Agreement.

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5. Nurses shall be paid on an hourly basis.

6. On the nurse's anniversary date, a regular full-time or part-time nurse will receive the increment increase provided in Section 1 if the nurse has earned at least 1,100 compensable hours (including house-convenience days and on-call hours) since the nurse's previous increment increase. If the nurse has not earned 1,100 hours since the nurse's prior anniversary date, the nurse will advance to the next increment upon completion of 1,100 compensable hours.

7. When a nurse is placed on-call and is called in to work less than six (6) hours (nine (9) hours for nurses on twelve (12)-hour shifts), the nurse shall receive time-and-a-half (1-1/2) the regular rate of pay for hours worked, with a two(2)-hour minimum. When a nurse is placed on-call and called into work more than six (6) hours (more than nine (9) hours for nurses on twelve (12)-hour shifts), the nurse shall receive eight (8) hours pay at the straight-time rate (twelve (12)-hours pay at straight-time rate for nurses on twelve (12)-hour shifts). Any OR nurse being called into work while being on standby shall be paid at the rate of time and one-half (1-1/2) for a two(2)-hour minimum guarantee.

8. Employment of a nurse who has had prior experience as a registered nurse shall be governed by the following provisions:

8-1A Nurses with less than a year of relevant experience will be hired at the first (1st) increment.

8-2B Nurses with one(1) to five(5) year's relevant experience will be hired at the salary increment which reflects their experience minus one(1) year.

8-3C Nurses with five(5) to nine(9) year's relevant experience will be hired at the fifth (5th) increment.

8-4D Nurses with ten (10) to fifteen (15) years of relevant experience will be hired at the tenth (10th) increment.

8-5E Nurses with more than fifteen (15) years of relevant experience will

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be hired at the fifteenth (15th) increment.

8.6F

The determination of relevant nursing experience at time of hire shall be up to nursing management. Any challenge of this determination must be made within the introductory period of the nurse.

8.7G

Nurses hired after completion of a re-entry program shall receive reconsideration for higher wage scale placement after their first year of service. Any challenge of this reconsideration must be made within thirty days of notification from management of the result.

9. As an incentive to work as a casual nurse, such nurses shall receive a differential of 15% above the nurse's hourly rate of pay on all hours worked. If a casual nurse should take a regular full-time or part-time position in the hospital, they may request to have their wage increment reviewed for appropriate placement on the scale. In order to qualify for an adjustment, they must make the request within thirty (30) days of hire into a new position.

10. Weekend Differential. Any nurse who works on a weekend shall receive \$~~1.50-25~~ per hour for each hour worked on the weekend in addition to the nurse's applicable rate of pay. For differential purposes, the weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Should the Friday night shift start within one half hour of this 11 p.m. time period, the weekend differential shall be applied to the beginning of this revised time period and end 48 hours later on Sunday. For Home Health nurses, the weekend differential shall be measured as the 48-hour period from 5:00 p.m. Friday and 5:00 p.m. Sunday. For OR/PACU nurses, the 48-hour period for weekend differential purposes shall be measured from 3:00 p.m. Friday and 3:00 p.m. Sunday.

11. PICC Line Certified Nurses. Nurses who are PICC Line Certified shall receive the equivalent of two (2) hours at their time-and-one-half rate of pay plus any applicable differentials for each incident in which the nurse reports at hospital request for PICC line care. Time spent trouble shooting by phone with hospital personnel shall be paid at the nurse's applicable rate of pay with a minimum of fifteen (15) minutes per call.

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12. **Nurse Mentor Pay.** The Hospital shall pay a differential of \$1.25 per hour to any nurse who is chosen and consents to serve as a nurse mentor as defined in 10.2.9 and receives nurse mentor training as determined by the Hospital. The differential shall only be paid for actual mentor hours and will be paid only to the designated nurse mentor. A nurse mentor will be responsible for mentoring only one nurse at a time.

13. **Short-Notice Shift Premium.** Full time, part time, and casual nurses who agree to work previously unscheduled hours, with less than seventy-two hours' notice shall be paid their time-and-one-half rate for all extra hours worked, regardless of the total number of hours worked in the work week or workday. The Short-Notice Shift Premium is available only for those shifts that are open as a result of a call off for illness, injury, bereavement leave or jury duty (for any days the nurse did not have advance notice) or because of increased patient census within the last seventy-two (72) hours. The hospital may offer a nurse an additional \$10.00 per hour for all extra hours worked to encourage nurses to work hours/shifts that are more difficult to fill

APPENDIX B – ALTERNATIVE SHIFT SCHEDULES

1. This agreement shall cover nurses regularly assigned to twelve (12) hour shifts or ten (10) hour shifts. Where otherwise mutually agreeable to the Hospital and a 2/3 majority of the affected nurses on a nursing unit, a nurse may be scheduled for twelve (12), ten (10), or eight (8) hour shifts, or some combination of such shifts, under the following conditions.

2. All other terms and conditions of the master Collective Bargaining Agreement shall apply to affected nurses unless explicitly amended by this agreement.

3. This agreement shall remain in effect until amended or terminated by the following procedure:

a-A Should either administration or a two-thirds (2/3) majority of the affected nurses voting by secret ballot wish to terminate this agreement, then the moving party shall give notice to the other at least sixty (60) days prior to its intent to terminate or modify this agreement.

b-B The parties shall meet at least once in order to attempt to negotiate the terms of a successor agreement. If no agreement is reached, then the status quo shall remain in place unless (1) administration notifies ONA that the agreement is terminated at the end of the notice period, or (2) at least two-thirds (2/3) of the affected nurses vote by secret ballot to terminate this agreement at the end of the notice period.

4. A nurse covered by this agreement shall be considered full-time if he or she regularly works or is regularly scheduled to work seventy-two (72) hours over a two (2) week period. Benefits for a part-time nurse covered by this agreement shall be prorated by the percentage of regularly scheduled hours to the full-time equivalent of seventy-two (72) hours.

5. Overtime shall be compensated at the rate of 1-1/2 times of the nurse's regular rate of pay inclusive of differentials for all work greater than the regularly

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scheduled shift for that work day and/or 40 hours in a work week.

6. Each regularly scheduled nurse shall normally have an unbroken rest period of at least ten (10) hours between shifts, unless emergency conditions require such nurse to work longer periods to meet adequate nursing care requirements. All time worked without a break of at least ten (10) hours at the request of the Hospital shall be paid at the rate of one and one-half (1-1/2) times the nurse's regular rate of pay.

7. Evening shift differential shall be paid for all hours worked between 1500 and 2300 hours and night shift differential shall be paid for all hours worked between 2300 and 0700.

8. If a nurse is placed on-call or house-convenienced, he/she will be paid in accordance with Appendix A, Section 7. ~~work the remaining four (4) hours to avoid losing a full 12-hour shift. If a nurse is put on-call and then called in to work for less than nine hours of the scheduled on-call shift, the nurse shall receive time and one-half the applicable rate of pay for each hour worked, with a two-hour minimum. If put on-call and then called in to work nine hours or more, he/she will be paid for 12 hours at the straight-time rate. This provision is not intended to preclude the exercise of voluntary low census or HC as per Article 16.9.~~

9. Three (3) 15-minute breaks and a one-half (1/2) hour unpaid meal break shall be permitted. The breaks may not be combined without prior agreement with the covering house supervisor. Within 120 days following ratification of the 2015 collective bargaining agreement, the PNCC will discuss and attempt to develop a plan to better ensure that nurses are able to take their meal and rest periods consistently. Additionally, this plan should include the use of nurses who are involuntarily on HC, where appropriate.

10. Earned leave and extended illness hours must be taken in blocks consistent with the nurse's regularly assigned daily shift. A "day" of earned leave or extended illness hours under this agreement requires the usage of the regularly scheduled daily shift hours of the affected nurse's accrued earned leave or extended illness hours.

11. Holiday pay described in Article 9.2 shall be paid for all hours worked during the 24-hour period commencing at 11:00 p.m. preceding the holiday.

APPENDIX C – HOME HEALTH/HOSPICE

1. This agreement shall cover the nurses assigned to Home Health/Hospice. All other terms and conditions of the master Collective Bargaining Agreement shall apply to affected nurses unless explicitly amended by this agreement.

2. Work schedules of eight or ten hour shifts shall remain in effect until amended or terminated by the following procedure:

a-A Should either Administration or a two-thirds (2/3) majority of the affected nurses voting by secret ballot wish to terminate this agreement, then the moving party shall give notice to the other at least sixty (60) days prior to its intent to terminate or modify this agreement.

b-B The parties shall meet at least once in order to attempt to negotiate the terms of a successor agreement. If no agreement is reached, then the status quo shall remain in place unless (1) administration notifies ONA that the agreement is terminated at the end of the notice period, or (2) at least two-thirds (2/3) of the affected nurses vote by secret ballot to terminate this agreement at the end of the notice period.

3. Overtime shall be paid in accordance with the terms of the Collective Bargaining Agreement, Article 8.3.1. For Home Health/Hospice nurses assigned 10 hour shifts, overtime shall be compensated at the rate of 1-1/2 times of the nurse's regular rate of pay, inclusive of differentials, for all work greater than 10 hours in a work day and/or 40 hours in a work week.

4. Each regularly scheduled nurse shall normally have an unbroken rest period of at least 10 hours between shifts, unless emergency conditions require such nurse to work longer periods to meet adequate nursing care requirements. All time worked without a break of at least 10 hours at the request of the Hospital shall be paid at the rate of 1-1/2 times the nurse's regular rate of pay.

5. For nurses assigned to the ten hour shifts, earned leave and extended illness

hours must be taken in 10 hour blocks. A "day" of earned leave or extended illness hours for these nurses requires the usage of 10 hours of the nurse's accrued earned leave or extended illness hours.

6. The shift differentials set forth in the master Collective Bargaining Agreement shall not apply to Home Health/Hospice nurses except in call-back situations involving those nurses.

7. Time spent traveling to and from patient visits shall be considered time worked and shall be paid at the applicable rate of pay. Time spent consulting with patients on the telephone while on-call or on a scheduled shift, shall be considered time worked and shall be compensated at the appropriate rate of pay. Nurses shall track total accumulated minutes in a pay period spent in such phone time and shall be paid to the nearest 15 minute increment. The cost of business related telephone calls made by nurses will be reimbursed by the Hospital. The Hospital shall continue its current practice of providing cellular phones to the nurses for business related use.

8. The Hospital commits to maintain a minimum of three vehicles available for use by Home Health/Hospice nurses.

9. **Mileage Reimbursement.** The Hospital shall reimburse nurses for private car mileage incurred while on hospital business at the IRS designated rate. The following also applies:

9.4A Commuting mileage from nurse's home to the hospital is not reimbursed with the following exceptions:

a.A.1. If a nurse travels from home to a patient worksite (that is, other than the hospital) as the first work location of the day, or patient worksite to home as the last worksite of the day, mileage paid is the difference between the home-to-hospital distance and the home-to-worksite difference. Each leg of travel (that is, from home to the patient worksite, and from patient worksite from home) is calculated separately; and

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2 | b-A.2. Mileage driven on hospital business which includes travel
3 | between the hospital and a patient worksite and between one (1) or more
4 | patient worksites is reimbursed. Home to hospital mileage is not
reimbursed. Hospital to home mileage is not reimbursed.

April 28, 2015

LETTER OF AGREEMENT
ER PREMIUM PAY

The ER Premium Pay once negotiated by the parties to offset house convenience or on-call hours to all ER nurses on 12 hour shifts has not been paid for new employees since May 1, 2005. ER nurses no longer receive a \$0.50 per hour differential except for the following grandfathered nurses who continue to receive it based upon their employment in the ER prior to May 1, 2005. These grandfathered nurses will continue to receive the differential as long as they continue to be employed in the ER:

1. Lynne Thompson

2. Kristin (Corky) Gillies

OREGON NURSES ASSOCIATION

GRANDE RONDE HOSPITAL

Date: _____

Date: _____

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LETTER OF AGREEMENT
ENDOSCOPIC STANDBY HOURS AND RATE OF PAY

The Oregon Nurses Association and Grande Ronde Hospital hereby enter into the following side letter of agreement concerning standby hours and rate of pay for after hours and weekend endoscopy and moderate sedation coverage. Except as specifically provided below, all provisions of the Collective Bargaining Agreement between Grande Ronde Hospital and the Oregon Nurses Association will remain in effect. The existing practice of one Surgi-Center nurse rotating on standby for weekend and holiday endoscopy coverage will continue. Standby for endoscopy coverage will be paid at the OR standby rate.

When called in for an endoscopic procedure the nurse on standby will be paid at the nurse's overtime rate with applicable shift differential, with a two (2)-hour minimum. Actual hours worked in excess of two (2) hours will be paid at the nurse's overtime rate with applicable shift differential.

Standby pay will continue while the nurse is called in for the endoscopic procedure. Multiple procedures performed during a single sedation will not incur separate two (2)-hour minimum increments.

When a second nurse is needed for moderate sedation, the House Supervisor will call in the additional nurse. If the second nurse is not on standby and responds to a call to provide additional assistance with an Endoscopy procedure, the nurse will be paid at the nurse's overtime rate (with applicable shift differential) with a 2-hour minimum. Actual hours worked in excess of two (2) hours will be paid at the nurse's overtime rate with applicable shift differential. In addition, the nurse who was not on standby and who responds to the request will be paid twelve (12) hours of OR standby for each response.

1 OREGON NURSES ASSOCIATION GRANDE RONDE HOSPITAL
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3 _____
4 Ateusa Salemi Jackie Damm, Attorney
5 Labor Relations REpresentative
6 Date: _____ Date: _____

LETTER OF AGREEMENT
SAFE PATIENT HANDLING PROGRAM

The parties mutually agree to the benefits of developing a Safe Patient Handling Program in reducing the potential of injury to direct patient care nurses and direct patient care staff, and enhancing the work environment. To this end, the parties agree to the following:

-

1. The employer shall establish and implement a Safe Patient Handling Program. The Program shall include the establishment of a Policy that eliminates, and replaces with use of appropriate equipment, to the fullest extent possible, all manual patient handling and movement activities. Such activities include, but are not limited to lifts, transfers, repositioning, and movement of patients. The policy may include an exception for emergency situations. Emergency situations are situations where the failure to resort to a manual lift, transfer, reposition, or move a patient could result in serious injury or death of the patient.

2. No later than July 1, 2008, the program shall establish a multi-disciplinary Safe Patient Handling Committee which shall be comprised of management, direct patient care nurses and other direct patient care staff.

3. The Committee shall have the responsibility and authority to implement the Policy in a manner consistent with the evidence-based SPH/ergonomics program components including, but not limited to conducting a patient handling and movement hazard evaluation, analysis of injury data related to patient handling and movement, determination of at risk activities on each unit, prioritization of implementation activities, evaluation and recommendation on types and numbers of equipment needed, determination of education and training needs of direct patient care staff, and evaluation of the effectiveness of the above activities.

4. The Committee members shall be paid straight time for all hours spent in or related to Committee activities.

1 ~~5. The work of the Committee may be assigned to an existing committee~~
2 ~~provided that the composition of the committee and the assigned responsibilities and~~
3 ~~authority are the same as set out in subsection 2 above and such assignment is~~
4 ~~mutually agreeable.~~

5
6 ~~6. Assistance, as available, will be provided from the ONA to the Committee to~~
7 ~~design and implement the program.~~

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9 OREGON NURSES ASSOCIATION _____ GRANDE RONDE HOSPITAL

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13 Date: _____ Date: _____

LETTER OF AGREEMENT
SECONDARY JOBS

The parties mutually agree to the following provisions applicable to bargaining unit nurses who concurrently occupy a contract and non-contract position at Grande Ronde Hospital.

1. FTE Status. For purposes of the application of provisions of the ONA Agreement (such as Paid Educational Leave accrual, HCOC rotation), the number of hours scheduled in the bargaining unit position shall be the designated FTE.

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2. Years of Service Credit. All regularly scheduled position hours both in and out of the bargaining unit shall be counted toward years of service credit normally awarded by policy or specific benefit plans to GRH employees (EL accrual rates, pension, insurance, long term disability, etc.) All hours worked in both bargaining unit and non-bargaining unit positions shall be counted for purposes of Appendix A, Section 6.

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3. Casual Nurse Requirements. Casual nurse work requirements, described in Section 10.2.4 of the Collective Bargaining Agreement (including on-call scheduling), shall not apply to the nurse's secondary job class. One position (typically the one with regularly scheduled or greater number of hours) shall be designated as the primary job class.

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4. Overtime Pay. For the purposes of application of Article 8.3.1, all hours worked by the nurse in both bargaining unit and non-bargaining unit positions shall be counted.

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5. Earned Leave. The nurse shall receive Earned Leave (EL) accrual and rates of pay in accordance with contractual requirements or HR policy applicable only to the nurse's primary job class for all hours compensated. This application is without regard to bargaining unit or non-bargaining unit status of hours worked or compensated. A nurse holding positions of approximately equal hours both in and out of the bargaining unit shall, at the nurse's discretion and at the time of acceptance of a secondary job class, declare which position shall be considered the nurse's primary job class. This declaration shall

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determine the applicable EL accrual rate and pay benefit the nurse shall receive, and application of #7 below.

6. HCOC Rotation. For the purposes of the application of Article 16.10.6, only the assigned FTE hours in a bargaining unit position shall be counted.

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7. Grievance. Grievances, including arbitration, shall be applied by primary position for nurses who hold positions both in and out of the bargaining unit (exception: single stand-alone offenses that result in termination):

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a. Primary position in the bargaining unit:

The nurse may utilize the grievance procedure as outlined by contract, which shall be applied to both primary and secondary job classes.

b. Primary position not in the bargaining unit:

(i) If the incident which is the subject of the grievance arises from the nurse's bargaining unit position, the contract grievance procedure shall control.

(ii) If the incident which is the subject of a grievance arises from the nurse's non-bargaining unit position, hospital policy controls and the contract grievance process is not applied.

Incidents resulting in progressive discipline originating from a non-ONA bargaining unit position shall not be utilized as the basis for further progressive discipline for a bargaining unit position, unless the Hospital can affirmatively demonstrate that such disciplinary action would have withstood any challenge through the grievance process had the nurse been represented by the Association. Discipline arising within the bargaining unit may be utilized in the discipline or termination of a nurse regarding the nurse's non-bargaining unit position. Single stand-alone incidents that result in termination from all GRH employment (not discipline based upon prior work performance or discipline) shall be subject to the contractual grievance and arbitration procedure to the extent it has an effect on employment in the bargaining unit position, regardless of whether the incident giving rise

1 to the discharge originates from a bargaining or non-bargaining unit position.

2
3 | **8. Consecutive Weekend Premium Pay.** For nurses whose primary position is
4 in the bargaining unit, shifts worked both in and out of the bargaining unit shall count
5 toward consecutive weekend pay, provided that (a) such work constitutes a day of work as
6 defined by contract, (b) the consecutive weekend of work consists of bargaining unit work,
7 and (c) if a nurse volunteering for or agreeing to perform additional work is thereby entitled
8 to consecutive weekend premium pay under this paragraph, the nurse shall note such
9 entitlement on the appropriate sign-up sheet.

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11 **9.** The provisions of Article 20 shall be applied to a nurse even while working in
12 a non-bargaining unit position.

13
14 | **10. General Policies.** Health and welfare, bereavement leave, jury duty, and
15 court witness benefits shall be based upon regularly scheduled position hours and
16 continue to be applied to and coordinated between all of an employee's scheduled GRH
17 hours.

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19 | **11. Work Schedules/Floating.** Although there may be coordination of
20 scheduling between bargaining and non-bargaining unit positions for the posted work
21 schedules, bargaining unit position scheduling shall be governed exclusively by the
22 contract. There shall be no scheduled partial shifts, including on-call assignments, nor
23 floating from bargaining to non-bargaining unit positions, or vice-versa, during a shift of
24 work. Next day off rest provisions as specified by contract shall be applicable to all GRH
25 hours.

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27 | **12. Supervisory Nurses.** Nurses may not hold a position in the bargaining unit if
28 they simultaneously hold a supervisory GRH position. This provision shall not prevent
29 bargaining unit nurses from performing fill-in supervisory work, however, the status of such
30 bargaining unit nurses shall not be challenged by GRH.

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32 | **13. Bargaining/Non-Bargaining Unit Hybrid Positions.** Bargaining unit
33 positions, as defined by contract, shall be posted and awarded separately from non-
34 bargaining unit positions.

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1 | **14. Unpaid LOA.** A scheduled unpaid absence from a bargaining unit position
2 | shall be considered a “leave of absence” for purposes of return rights following the
3 | absence, even though the nurse may continue to work in his or her non-bargaining unit
4 | position.
5 |

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6 | **15. Roster.** The Hospital shall note on the monthly list of all bargaining unit
7 | nurses, those nurses holding secondary jobs under this Agreement. This list shall note the
8 | nurse’s name, primary and secondary job titles and regularly scheduled hours (or casual
9 | status) and date that the secondary job was initiated.
10 |

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11 | OREGON NURSES ASSOCIATION GRANDE RONDE HOSPITAL
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14 | Ateusa Salemi Jackie Damm, Attorney

15 | Labor Relations Representative

16 | Date: _____ Date: _____

SIDE LETTER
HOSPITAL DISCOUNT

Should the health insurance plan in place at the implementation of this Agreement be changed to one that does not provide payment of 100% of the cost of expenses incurred at a GRH entity, the discount allowed for in Article 13.4 of the Agreement in effect April 30th, 2008 shall apply.

OREGON NURSES ASSOCIATION

GRANDE RONDE HOSPITAL

Ateusa Salemi
Labor Relations Representative

Jackie Damm, Attorney

Date: _____

Date: _____

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LETTER OF AGREEMENT

INCREMENT ADJUSTMENT TO WAGE SCALE

~~Both Parties agree that for clarification purposes only, the wage scale was updated in 2011 so that the "Base" step, now reads "1st Increment." The subsequent increments were therefore renumbered accordingly. The renaming of the steps is a good faith effort to clarify the wage scale, and is meant in no way to alter the terms of the Agreement.~~

~~OREGON NURSES ASSOCIATION~~ _____ ~~GRANDE RONDE HOSPITAL~~

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