

Oregon Nurses Association→ Bay Area Hospital	Date of Proposal: ____/____/____
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1 negotiation and adoption of this Agreement.

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3 16.3. Compliance with Laws. The provisions of this contract shall comply with
4 the constitutions, laws and regulations of the United States and the State of
5 Oregon as they now exist or may be hereafter amended or interpreted. Neither
6 party shall be required to comply with or carry out any provision of this contract
7 which is contrary to any such constitution, law or regulation which is applicable
8 thereto; and any such failure to perform or comply shall not be a breach of this
9 contract or an unfair labor practice. In the event that any provision of this
10 contract shall become unlawful or noncomplying with any applicable law or
11 regulation or with a decision of a court having jurisdiction, or if such law or
12 regulation shall prevent compliance with such provision or prevent effective
13 operation of the Hospital, then the parties shall be obligated to bargain in good
14 faith to eliminate, change or amend such provision so that it will be compatible
15 with such law, regulation or decision.

16

17 16.4. Lockout and Strikes. In recognition of the importance of the operation of
18 the Hospital's facilities to the community, the Hospital and the Association agree
19 that there shall be no lockouts by the Hospital and no strikes or any other
20 interruptions of work by the employees or the Association during the term of this
21 Agreement.

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23 16.5. Payroll Statements. The Hospital will make available an earnings
24 statement on or before the designated payday for each biweekly pay period. The
25 earnings statement will include the regular hourly rate or rates of pay, the
26 overtime rate or rates of pay, the number of regular hours worked and pay for
27 those hours including differentials where applicable, and the number of overtime
28 hours worked and pay for those hours, and accrued paid time off hours.

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16.6. Paycheck Errors. Retroactive adjustment for overpayments or underpayments shall be applied to the period of the error, not to exceed twelve (12) months of such overpayments or underpayments preceding the date of the employee's written/email notification to Payroll or of Payroll's notification to the employee of the error. Absent special circumstances, the employee will be allowed to repay a total overpaid amount over the same period as the overpayments were made, up to a maximum of twelve (12) months or the employee's termination of employment, whichever occurs first.

16.6.1. Overpayments. Immediately upon becoming aware of an overpayment, a nurse shall notify the Payroll Department. If the amount of the overpayment exceeds the nurse's ability to repay immediately, the Payroll Department will provide the nurse with a letter, by e-mail and regular mail, enclosing a proposed repayment plan, alerting the nurse to consult with a tax advisor, and advising the nurse of his/her rights under this section. The Payroll Department will make a reasonable effort to provide the letter to the nurse within fifteen (15) days after having been notified of the overpayment. The nurse may request an adjustment to the plan or propose an alternate repayment plan. If the nurse fails to respond within fifteen (15) days after the proposed repayment plan is sent, the nurse will be deemed to have accepted the plan as written.

16.6.2. Underpayments. Paycheck errors made by the Hospital involving direct compensation must be corrected within two (2) business days of the error having been brought to the Hospital's attention.

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2 16.7. Performance Appraisals. The Hospital will provide a formal performance
3 evaluation for each employee, at least annually. In addition, the Hospital may
4 provide informal feedback and coaching to employees as appropriate throughout
5 the year. A registered nurse who is competent to evaluate the employee's clinical
6 nursing practices in the employee's specialty area will participate in evaluating
7 the RN on her/his performance related to the practice of nursing. The employee
8 being evaluated will be informed as to who will be evaluating his or her clinical
9 practice as soon as practical. The evaluation process shall occur in accordance
10 with the Hospital's performance appraisal policy. The Association will be given
11 the opportunity to review and provide input into this policy upon its revision and
12 upon request. Deficiencies in performance or behavior that have occurred in the
13 past may be addressed, but the evaluation will not specifically reference past
14 corrective action. While it is recognized that disciplinary action may result from an
15 employee's deficient performance, such action shall be initiated separately from
16 the evaluation process.

17 16.7.1. All time spent by a nurse in the evaluation process, including
18 time spent on self-evaluations and performance discussions with
19 management, will be compensated as time worked. The manager will
20 communicate in writing the unit processes and the maximum time
21 allotted for facilitating completion. In the event that a nurse believes
22 they need more time than the maximum time allotment to complete
23 the evaluation process, the nurse will make a written request to their
24 supervisor before exceeding the maximum, which will not be
25 unreasonably denied.

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27 16.8. Contracting Out. The Hospital may determine to contract or
28 subcontract work, provided that, if the work is presently and regularly

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performed by employees in the bargaining unit, the Hospital agrees to notify the Association and to negotiate, upon request by the Association, the decision and its impact prior to implementation. Such notice and bargaining shall occur in accordance with ORS 243.698. If the Association requests to bargain over the decision, then bargaining over the decision and its impact shall occur concurrently.

16.9. Removal of Functions from Bargaining Unit. Should the Hospital determine that a function or functions performed by a registered nurse should be removed from or transferred outside of the bargaining unit, the Hospital will be responsible for submitting the proposal to all members of the Labor Management Committee as set forth in Article 19 to provide them an opportunity for review and comment. Within thirty (30) days of receipt of the proposal, the Association's representatives on the committee may call a meeting of the entire committee to present comments and recommendations on behalf of the represented employees.

16.10. Employee Input. At least annually, the Hospital will solicit input from employees regarding their working conditions including, but not limited to:

- Staffing conditions
- Practice concerns
- Workplace violence and bullying
- Manager/Supervisor performance
- Overall satisfaction/dissatisfaction

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