AGREEMENT

between

BAY AREA HOSPITAL
AND
OREGON NURSES ASSOCIATION

March 4, 2019 through December 31, 2021
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This Agreement is entered into by and between the Bay Area Health District, a municipal corporation and public employer under the laws of the State of Oregon, herein called Hospital, and the Oregon Nurses Association, Inc., an Oregon corporation, herein called Association.

ARTICLE 1 – RECOGNITION

1.1. **ONA Recognized.** Hospital recognizes the Association as the sole and exclusive representative for collective bargaining purposes of all registered nurses employed by the Hospital excluding supervisory and confidential employees. Wherever this Agreement mentions or refers to Nurses, Registered Nurses or RNs, such reference shall include Licensed Practical Nurses (LPNs), except as specifically omitted or noted below.

1.2. **Designated Representatives.** Prior to all periods of negotiations regarding employment relations each party to this Agreement shall certify in writing to the other its designated bargaining representatives, and thereafter it shall be the duty of each party to notify the other of any changes in such representatives.

1.3. **Association Membership.** Association membership is voluntary.

1.3.1. The Hospital will provide the Association and the Bargaining Unit Chair with:

1.3.1.1. A quarterly list of nurses showing: name, address, date of hire, job classification, OSBN license number, telephone number (unless unlisted), unit and shift, FTE status, number of hours worked (per diem nurses) in preceding calendar payroll quarter; and
1.3.1.2. A monthly list of newly hired nurses with the same information and names of terminated nurses.

1.4. The Hospital agrees to deduct once each month the Association membership dues of those Association members who individually authorize such deductions in writing on a form supplied by the Association. The Association shall provide written authorization to deduct and/or cease deduction of membership dues to the Hospital within ten (10) calendar days of receiving a membership application form or opt-out request form from any nurse who is a member of the bargaining unit.

1.4.1. The Association shall indemnify and hold the Hospital harmless against any and all claims, demands, costs, suits or other forms of liability that may arise by reason of action taken or not taken by the Hospital for the purposes of complying with any of the provisions of this Article. Such costs to be reimbursed shall include Employer’s reasonable out-of-pocket expenses and reasonable attorney’s fees.

1.5. Copies of Agreement. The Hospital agrees to provide each new nurse with a copy of this professional Agreement and the Association agrees to provide the Hospital with sufficient copies thereof.

1.6. Orientation. One member of the Association will be given an opportunity to meet with those orientees who so desire during their lunch period on Wednesday of orientation week. Neither the orientees nor the Association representative will be paid for such time. The Hospital will notify the Association at least five (5) calendar days in advance of scheduled new employee orientation involving new nurses with a copy to the bargaining unit representative.

1.7. Bulletin Board. The Hospital will provide the ONA with a bulletin board in each break room and (1) (approximately one-third (1/3) the size of the bulletin board currently shared with the other two (2) unions in the hospital) to be located near the staff elevators for posting materials relevant to its role as the representative of the bargaining unit. Materials for posting shall be submitted to the Human Resources Department for review. Any questions concerning the propriety of materials shall be resolved prior to posting. An ONA suggestion box of acceptable dimensions will also be available as
provided by the ONA. The Hospital will provide a Union bulletin board for the Home Health Department.

1.8. **Association Business.** Duly authorized representatives of the "Association" shall be permitted at all reasonable times to enter the facilities operated by the "Hospital" wherein members of the bargaining unit are employed for the purpose of transacting "Association" business and observing conditions under which nurses are employed, provided that the representative first advises the Chief Executive Officer or a duly appointed management representative of his or her presence. If the department manager is not available, the Union representative must contact the Chief Human Resources Officer or designee before entering any department to contact employees during working hours.

**ARTICLE 2 – EMPLOYMENT DEFINITIONS**

2.1. **Nurse.** A nurse is defined as a currently registered professional or licensed professional nurse employed by the Hospital and covered by this Agreement. Continuous employment is defined as the total of all paid hours of employment by the nurse, unless broken by resignation, termination, retirement, discharge, or other permanent separation.

2.2. **Regular Full-Time.** A regular full time nurse is defined as a member of the bargaining unit employed on a regular schedule of seventy (70) hours or more per pay period.

2.3. **Regular Part-Time.** A regular part-time nurse is a member of the bargaining unit employed on a regular schedule of forty (40) hours or more but less than seventy (70) hours per pay period. Notwithstanding any other provision of this agreement to the contrary, employees covered by this agreement must be considered either full-time or part-time to qualify for any of the benefits under the provisions of this agreement, including but not limited to PTO, medical, dental, vision insurance, [See Article 10, Eligibility Rule] life insurance, short and long-term disability insurance, retirement contributions, jury duty compensation and bereavement or extended sick leave compensation.
2.4. **Per Diem.** A Per Diem Nurse is defined as a member of the bargaining unit who is not employed on a regular schedule, and will be compensated at the nurse’s regular rate for all shifts accepted, unless the nurses’ hours exceed the overtime limits specified in Article 6, Sections 6.2 of this Agreement.

- **2.4.1.** Nurses who are classified as per diem nurses shall receive fifteen percent (15%) in addition to the straight-time hourly rate of pay in lieu of receiving PTO, medical, dental, vision insurance, life insurance, short and long-term disability insurance, jury duty compensation, retirement contributions and bereavement, extended sick leave compensation.

- **2.4.2.** Per diem nurses status shall not change in the event a nurse temporarily works a full or part-time schedule due to the absence of another nurse for up to one hundred eighty (180) calendar days.

- **2.4.3.** At the Associations’ request, a review of per diem hours worked in any particular department shall be made. In the event such review demonstrates per diem hours worked that would constitute a regular full or part time position for a period of ninety (90) calendar days, during which no department nurse was on a leave of absence, the appropriate full or part time position shall be posted in accordance with Article 17, Section 17.4.

2.5. **Probationary Nurse.** A newly hired nurse shall be on probationary status until the nurse has successfully completed no less than four hundred eighty (480) hours of work or ninety (90) calendar days of employment, whichever is longer, beginning with the nurse’s most recent date of hire. The probationary period of a nurse evaluated as less than satisfactory may be extended by mutual agreement between the Hospital and the Association; the terms of which shall be specified in writing. During the probationary period, a nurse may be discharged without notice and without recourse to the grievance procedure.

- **2.5.1.** Bargaining unit nurses who have completed the regular probationary period and are subsequently transferred to a different unit where different skill sets are required for the position will serve an evaluation period of up to four hundred eighty (480) hours of work in the new position. During this evaluation period in the new
position, the nurse may be removed from the new position without recourse to the
grievance procedure, provided, however, such nurse has received prior written notice of
any failure to meet competencies required of other nurses in the unit and has been
provided a reasonable period of time to meet such competencies or performance
issues. In the event the transferred nurse is unsuccessful in the new position, the nurse
will be returned to his or her previous position, if such position is available. If such
position is not available, the nurse may accept any available open position for which the
nurse holds the qualifications and seniority, or transfer to the float pool with the FTE
budgeted hours he or she previously held prior to the new position.

2.6. **Gray Matters Program.** Any nurse covered under the existing labor agreement
who has recently retired or is eligible to retire from service with the Hospital, who has
reached age fifty-five (55), and who has a total of ten (10) years of nursing experience,
at least five (5) of which have been in the employ of the Hospital, may apply for
employment as a Gray Matters Program employee. Represented employees shall
remain a part of the bargaining unit and must maintain their membership or other
reimbursement arrangement with the Union, on the same basis as prior to retirement.
All provisions of the labor agreement will continue to apply to these employees, except
as specifically stated below:

2.6.1. **Application and Appointment:** The employee shall apply to the director or
manager for whom the nurse wishes to work. Once a nurse has been appointed to the
Hospital’s Gray Matters program, the Hospital reserves the right to rescind such
appointment for any lawful reason with no less than thirty (30) calendar days’ written
notice to the nurse prior to the posting of the work schedule. Upon request the nurse
shall be afforded an exit interview. The decision to appoint is at the sole discretion of the
Hospital and no manager shall be compelled to appoint a nurse to this program unless
the manager agrees that it is in the Hospital’s best interest to do so. All Gray Matters
appointments must be reviewed and approved by the appropriate Senior Manager and
Chief Human Resources Officer. Following appointment, the nurse and the manager
shall specify any limitations, special schedules or other conditions that will apply. Such
specifications must be mutually agreed and documented in writing with the signature of
both the manager and the nurse. Such special conditions may be revised by mutual
agreement of the parties. All such agreements must be copied to the Association by the
Hospital no later than seven (7) calendar days from the effective date.

2.6.2. **Requirements:** Nurses in the Gray Matters Program must maintain all appropriate licenses, meet Hospital mandatory education requirements, and work at least the minimum number of hours required to meet State requirements and to maintain clinical competency in the unit(s) to which they are appointed. All nurses in this program will receive an annual evaluation by the manager by whom they were appointed and/or for whom they usually work. An overall rating of “meets expectations” is required to continue in the program.

2.6.3. **Hours of Work:** With respect to Article 6 – Hours of Work – below, Gray Matters Program nurses have no regular schedule. They may be requested to work any number of hours up to, but not exceeding, the regular shift hours in operation for their appointed department following the scheduling of regular and per diem nurses. This may include coverage for meetings, meal relief or other short-term assignments. Payment shall be for all hours actually worked.

2.6.4. **Training Costs:** The Hospital will pay for any meetings, classes or trainings which are required for Gray Matters Program nurses. The Hospital will not pay for any additional, non-mandatory or specialized certification or training.

2.6.5. **Wages:** With respect to Article 12 – Wages below, nurses in this Program shall be paid at the grade and step they held when they officially retired. Annual pay adjustments shall reflect changes in the pay plan implemented under the labor agreement, and Gray Matters Program nurses shall be eligible for step increases on the same basis as per diem nurses.

2.6.6. **Benefits:** With respect to Article 7 – Paid Leaves, Article 8 – PTO and Article 9 - Health and Welfare, Gray Matters employees are not eligible for these specified benefits, but shall receive twenty percent (20%) additional compensation in lieu of benefits.

2.7. **Charge Nurse.** A Charge Nurse is defined as a member of the bargaining unit who is assigned charge nurse duties by the appropriate hospital manager.
ARTICLE 3 – HOSPITAL’S LEGAL AND MANAGERIAL FUNCTIONS

3.1. It is acknowledged by the parties that the constitution and laws of the State of Oregon confer upon the Hospital certain powers, duties and obligations to be exercised in the interest of the public health, safety and welfare which cannot be delegated or contracted away. It is further recognized by the parties that the Hospital retains all managerial rights and prerogatives except as modified by this contract; and that they include, but are not limited to, the right and prerogative to:

3.1.1. Direct employees;

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

3.1.3. Relieve employees from duties because of lack of work or other legitimate reason;

3.1.4. Maintain the efficiency of governmental and Hospital operations;

3.1.5. Determine the methods, means and personnel by which operations are to be conducted;

3.1.6. Take whatever action may be necessary to carry out the missions of the Hospital in situations of emergency;

3.1.7. Determine reasonable schedules of work and establish the methods and processes by which such work is performed; and

3.1.8. Determine the need for, and assign employees to, educational and training programs, on-the-job training and other educational activities.

3.2. The exercise of the rights and prerogatives of the Hospital shall not be subject to a grievance except where such exercise is arbitrary, unreasonable or capricious.
ARTICLE 4 – NURSING COMMITTEES

4.1.

4.1.1. Recognition. The Association may establish and the Hospital will recognize a Professional Nursing Care Committee (PNCC) composed of bargaining unit members who are members of the Association. The PNCC may be composed of up to one nurse per nursing unit/department. Nurses shall elect PNCC members annually as outlined in the ONA Bay Area Hospital Bylaws, with members serving two (2) year terms. The Hospital shall provide sufficient paid hours per fiscal year for PNCC members to attend to PNCC responsibilities described herein. The release hours shall be paid at each nurse’s straight time.

4.1.2. Function. It shall be the function and duty of the Professional Nursing Care Committee (PNCC) to:

4.1.2.1. Review, study and make recommendations through the Chief Nursing Office (CNO) and/or the Hospital Administration or Medical Staff concerning rules, practices and policies relating to the practice of nursing and nursing administration for the purpose of improving nursing care and Hospital efficiency.

4.1.2.2. Serve an advisory function for all appointments of bargaining unit staff nurses to all nursing councils and committees, standing or ad hoc that relate to nursing service or direct patient care. There shall be one designated PNCC bargaining unit member selected by the bargaining unit members of the committee that shall serve as liaison to the Staffing Committee and the Coordinator Council.

4.1.2.3. Monitor the distribution of staff development funds as described in Article 5 in collaboration with the Hospital. The PNCC is also responsible for maintaining and updating the national certification list, to inform staff of eligible certifications and to make recommendations to amend this list to the Hospital.

4.1.3. Disposition of Recommendations. All written recommendations submitted by the Committee to the nursing administration shall be referred to appropriate committees or Chief Human Resources Officer or designee. An explanatory written response or report shall be made to the Committee by the nursing administration.
concerning the action taken on each recommendation or suggestion or describing the procedure being used to consider and implement such recommendation or suggestion, or the rational for not adopting the recommendation. Such report shall be made to the Committee within thirty (30) calendar days from the delivery of the written recommendation. The Hospital and PNCC shall cooperate to assure that written recommendations, responses and PNCC minutes are made available to all bargaining unit nurses within thirty (30) days of their approval or delivery.

4.1.4. **Joint Meetings.** The Committee and the CNO or designee may schedule regular meetings each month or special meetings to be attended by both Committee members and members of the Hospital Administration and/or appropriate members of medical staff for the purpose of discussing mutual problems relating to patient care or nursing administration.

4.2. **Hospital Nurse Staffing Committee (HNSC)**

4.2.1. The Hospital and nurses shall act in compliance with current law related to nurse staffing.

4.2.2. The Hospital shall post Oregon’s staffing law and related OARS, as well as interpretive documents supplied by the State of Oregon, on the Hospital’s intranet in a manner that affords easy access by managers and bargaining unit members.

4.2.3. The Hospital and nurses shall act in compliance with the current law related to nurse staffing. Staffing concerns and/or requests should follow the appropriate chain of command and a Staffing Request and Documentation Form (“SRDF”) will be completed by the requesting nurse. SRDF’s will be reviewed by the Nurse Staffing Committee.

4.3. **Unit Based Practice Councils (UBPC)**

4.3.1. Bay Area Hospital encourages each nursing care unit to establish a unit based practice council or form another process that better allows staff nurses to have input into the professional practice on their unit. Bargaining unit staff will be responsible to recruit staff nurses and other department staff as indicated. Shared decision-making recognizes the cooperation of management for input and guidance.
4.3.2. Each UBPC member shall be paid for meeting time. Additional hours for project work related to UBPC activities will be mutually agreed upon with the manager prior to the project work.

4.3.3. UBPC’s will be encouraged to develop a documented standard/charter for membership, decision-making and communication practices.

ARTICLE 5 – PROFESSIONAL DEVELOPMENT

5.1. In-Service Education. The Hospital agrees to maintain a continuing in-service education program for all nurses covered by this Agreement. All nurses covered by this Agreement are required to maintain unit-specific competencies and/or certifications required for the nursing units and/or departments in which they regularly work. A nurse who is deficient in competencies and/or certifications shall receive notice of the deficiency thirty (30) calendar days prior to the nurse’s renewal date. Nurses who are unable to participate in training while on duty shall be provided with sufficient relief to complete such training. Nurses failing to maintain this requirement shall be subject to disciplinary action.

5.2. In-Service (Mandatory) Training. Attendance for training or testing that is specifically required by the Hospital, department or manager, or that is listed as mandatory in the employee’s job description or education record.

5.2.1. If the Hospital designates a training session or test for certification or recertification as mandatory for a nurse, the Hospital agrees to reimburse the nurse for the cost of such testing or training, including registration, books, required travel and living expenses in accordance with the guidelines outlined in the Hospital Administrative Policy on Travel and Education Reimbursement ADM.0130 and the policy Competency Assessment and Documentation HR ED 1005.

5.2.2. Nurses who attend mandatory in-service (including disaster drills) shall be compensated based on the actual time attended. In-service hours will be included in the calculation of overtime (not double time) and will accrue PTO hours. In the event that a nurse attends a mandatory in-service on a regularly scheduled shift and at the end of such test and/or training, there are hours remaining in the scheduled shift, the
nurse will be required to contact the PCS office and report to work for the remainder of
the shift. If there is no work made available, the nurse will be compensated for the
remaining hours in his/her regularly scheduled shift. Mandatory in-service hours
scheduled more than sixty (60) miles away from the hospital will not require the
employee to complete the remainder of any regularly scheduled shift and the employee
will not suffer a loss of regularly scheduled hours due to mandatory in-service.

5.3. Education (Non-mandatory) Any seminar, workshop, certification and/or
recertification class or a conference that maintains and/or improves skills needed for the
current job, and/or provides exposure to new trends related to nursing practice, and is
not a mandated requirement for the present position. Education leave is intended to
allow the nurse to participate in these various opportunities without losing pay.
Education leave hours are not included in the calculation of overtime, PTO accrual or
ESL accrual.

5.3.1. Non-mandatory education funds must be requested at least three (3)
weeks in advance of the training if pre-payment is being requested. Requests must be
submitted prior to the educational opportunity and shall be approved or denied in a
timely fashion based solely on the criteria set forth in this Section by the Nurse Manager
and CNO. A nurse may elect to use education funds as wages for education hours
when a day of work is missed due to the educational event. The hours must be claimed
during the same pay period that the activity occurs, and will not be paid retroactively.
Hours will be paid at the nurse’s regular rate of pay, as taxable income. These hours
will never be paid as overtime, and will not count toward PTO accrual.

5.3.2. The actual amount of the yearly funds is calculated each July as follows:
Yearly Funds = (# of RNs in ONA Bargaining Unit on June 30) x (24 Hours) x (Average
Productive Wage on June 30) + $25,000.

5.3.3. The individual allocation of educational reimbursement will be prorated,
based on the total number of productive hours worked in the previous Fiscal Year and
rounded to the nearest twenty-five dollars ($25.00). By July 15 of the Fiscal Year, each
nurse will be informed of the amount available to him or her for non-mandatory
education. Total amount of reimbursement available to ONA members by the Hospital
5.3.4. Individual allocations must be used within the fiscal year, and may not be carried over to another year or transferred to another employee. The exception is that once every three (3) years, and by March 31st of the current fiscal year and approval by the nurse’s manager, director and CNO, individual allocation education funds may be rolled over for one (1) year to attend a national conference specific to the area in which the nurse is employed.

5.3.5. Eligible nurses may be reimbursed from available funds for expenses related to approved education. No cash advances will be made. Available funds may be used for registration and/or one (1) testing fee per certification cycle, or testing to obtain continuing education credit or course credit, meals, lodging, and/or transportation. No expenses will be reimbursed for an education event outside the continental U.S. including wages for the education hours, unless the seminar/conference is hosted by one of the nationally recognized nursing specialty organizations. Special exceptions to this geographical restriction may be reviewed at the Senior Leadership level.

5.3.6. Eligible nurses may be reimbursed up to five hundred dollars ($500.00) towards the purchase of journals, books, software, periodicals, or recertification fees and dues. Continuing education in the form of CEUs or Contact Hours, resulting from purchase of CDs, webinars, audio conferences and journal articles will be eligible for coverage under the individual allocation, and not the five hundred dollars ($500.00) “book budget.” Proof of earned Contact Hours will be necessary for reimbursement.

5.4. Meetings. Meetings are time spent on a voluntary basis doing committee work and are paid for actual time attended. Meeting time is not included in the calculation of overtime, but it does accrue PTO and ESL hours. Examples of meetings include Benefits Committee, PNCC, Labor Management Committee, Charge Nurse Retreat, and unit meetings.

5.5. Unpaid Education Leave. Nurses pursuing a degree may request and may be granted an unpaid educational leave by the appropriate Executive Team Member, or
designee for periods up to one (1) year for study toward such degree. Seniority and
benefits (PTO and ESL, health and welfare benefits and pension) shall not accrue
during this leave. Upon returning from the one year’s educational leave, the nurse shall
be granted a similar position to the one held immediately prior to the start of the leave.

5.6. **Tuition Reimbursement.** The Hospital shall make available to nurses who have
been employed at least one (1) year reimbursement for a portion of the tuition paid for
college classes which are required for a nursing or health care-related degree on receipt
of proof of satisfactory completion of the course of study and proof of payment of the
tuition. For full and part-time nurses, as defined by this agreement, the reimbursement
shall be fifty percent (50%) of the tuition costs. During each fiscal year (July 1 through
June 30), the reimbursement for any one nurse shall not exceed limits outlined in policy
HR ED 1030 Tuition Reimbursement.

**ARTICLE 6 – HOURS OF WORK**

6.1. **Work Day/Payroll Period/Breaks.** The work day referred to in this article shall be
defined as the twenty-four hour (24) period beginning at the time the employee
commences work on their regularly scheduled shift. Payroll period as referred to in this
agreement shall be defined as a fourteen (14) calendar day period beginning at 12:01
a.m. Sunday, or at the shift changing hour nearest that time. The basic straight-time
workday shall consist of twelve (12) hours to be worked consecutively, except for a
scheduled meal period of not less than one-half hour lunch and three (3) fifteen (15)
minute rest periods during each twelve (12) hour shift. Meal breaks and rest periods will
be taken in accordance with the needs of the unit and the requirements of federal
and/or state law. Nurses shall not be scheduled to rotate shifts nor shall the regular
hours for beginning and terminating shifts be modified without the nurse’s consent.
Nurses who request a change in shift in order to work for another nurse shall not
receive premium pay which would result solely from such substitution. The Hospital will
not utilize mandatory scheduled on-call/standby to meet the staffing plan core
requirements for units/departments that have staff present for patient care at all times.
This type of standby, however, may be utilized for limited specialized needs in these
units/departments that require on-call/standby at all times. Nurses shall not be
scheduled for shifts beyond the nurse’s regular scheduled position hours without the
nurse’s prior consent. In unusual circumstances the parties recognize, however, that the Hospital may require nurses to report for work for short-term emergency situations that are beyond the immediate ability of the Hospital to otherwise address or control.

6.1.1. **Break Period.**

6.1.1.1. The basic straight-time workday shall consist of twelve (12) hours to be worked consecutively, except for a scheduled uninterrupted meal period of one-half (1/2) hour to be taken as near as practicable to the middle of the work shift, and one (1) paid fifteen (15) minute break during each four (4) hours of work or major fraction thereof. Alternative straight-time workdays shall consist of ten (10) and eight (8) hours with similar meal and break periods.

6.1.1.2. The parties agree that employees scheduled to work six (6) hours or less shall not be required to take a meal period.

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<tr>
<th>Hours Worked</th>
<th>Paid Break</th>
<th>Unpaid Meal Period</th>
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<tr>
<td>4-6 hrs</td>
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<td>None</td>
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<tr>
<td>6 hrs 1 min-10 hrs</td>
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<td>1</td>
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<tr>
<td>10 hrs 1 min-13 hrs 59 mins</td>
<td>3</td>
<td>1</td>
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<tr>
<td>14 hrs</td>
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<tr>
<td>More than 14 hrs</td>
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6.1.1.3. It is understood by both the Hospital and the Union that every reasonable attempt will be made to provide employees with required breaks and clear communication by the Hospital to the employee that it is an expectation that employees will take required breaks pursuant to Oregon law. To ensure compliance with all legal requirements with respect to meal and break periods, the Hospital will provide adequate staffing in accordance with the unit staffing plan. The desired break structure is an equal distribution of rest and meal breaks. The option to combine one rest break with the meal break will be allowed when mutually agreed upon.

6.2. **Overtime.**

6.2.1. Eight (8) Hour Shifts: Nurses who have been awarded an eight-hour shift
position shall receive time and one-half for all work in excess of eight (8) hours in a day
or eighty (80) hours in a fourteen (14) day period. Nurses scheduled for an eight (8)
hour shift shall be paid at the rate of one and one-half (1-1/2) the straight-time hourly
rate, including shift differential, if applicable, for all hours of work performed in excess of
eight (8) hours within a payroll day. Nurses on an eight (8) hour shift shall be paid at
the rate of two (2) times the straight-time hourly rate, including shift differential if
applicable, for all hours of work performed in excess of twelve (12) hours in any payroll
day.

6.2.2. Ten (10) Hour Shifts: Nurses who have been awarded a ten (10) hour
shift position will work under a seven (7) day, forty (40) hour workweek. Nurses
scheduled for a ten (10) hour shift shall be paid at the rate of one and one-half (1 ½) the
straight time hourly rate, including shift differential, if applicable, for the greater of all
hours of work performed in excess of ten (10) hours in any one payroll day or all hours
worked in excess of forty (40) straight time hours within the seven (7) day payroll period.
Nurses scheduled for a ten (10) hour shift shall be paid at the rate of two (2) times the
straight-time hourly rate, including shift differential, if applicable, for all hours of work
performed in excess of fourteen (14) hours in any one payroll day.

6.2.3. Twelve (12) Hour Shifts: Nurses who have been awarded a twelve (12)
hour position will work under a seven (7) day, forty (40) hour workweek, rather than the
fourteen (14) day, eighty (80) hour payroll period. Nurses working a twelve (12) hour
scheduled shift will receive time and one half for the greater of all hours worked over
twelve (12) hours in a day or in excess of thirty-six (36) hours in a workweek. The nurse
scheduled a twelve (12) hour shift shall be paid two (2) times the nurse’s regular pay for
all overtime hours beyond sixteen (16) hours in a workday. Overtime pay shall include
shift differential specified. Nurses who work a twelve (12) hour shift shall work such
time consecutively except for one (1) scheduled meal period of not less than one half
(1/2) hour and a fifteen (15) minute rest period which may be taken during or after the
conclusion of each four (4) hours of work.

6.2.4. By written mutual agreement between the individual employee and
management, employees may work alternative shifts that may consist of eight (8) hour,
or ten (10) hour, or twelve (12) hour shift lengths. When such alternative shifts are
assigned, the affected nurses will work under the appropriate shift length overtime rules as outlined in Section 6.2.1, 6.2.2 and 6.2.3 above.

6.3. **Work Schedules.** Work schedules for each month shall be posted on or before the fifteenth (15th) of the month. Requests for scheduled time off must be submitted by the nurse by the fifth (5th) of the month preceding the work period. Schedule changes following the posting of the work schedule may be made by agreement between the affected nurse and the appropriate Executive Team Member, or designee. Work schedules for the Home Health Unit shall be posted on or before the twentieth (20th) of the month. Requests for scheduled time off must be submitted by the nurse by the tenth (10th) of the month preceding the work period.

6.4. **Weekend Work.** Full-time and part-time nurses shall be scheduled to receive every other weekend off (including standby) except as otherwise provided in this Article. Nurses requested to work consecutive weekends shall be paid at the rate of one and one-half (1 ½) the straight-time hourly rate for work performed on their scheduled weekend off. A weekend for the purpose of this Article shall be defined as Friday and Saturday or Saturday and Sunday for the night shift, and Saturday and Sunday for the day and evening shifts. In no event shall a nurse receive consecutive weekend pay for all three (3) days.

6.4.1. This Section may be waived on the written request of the individual nurse to the nursing administration. Such waiver shall be effective until canceled in writing by the nurse. The cancellation shall be delivered to the nursing administration by the tenth (10th) of the month to be effective on the next schedule. Upon written request by the Association, copies of the signed waiver shall be provided to the Association Grievance Officer/designee.

6.5. **Weekend tours of duty or alternate schedules requested in writing by a nurse may be arranged by mutual agreement with the appropriate Executive Team Member, or designee and shall not be subject to the above time and one-half (1-1/2) provisions.**

6.6. **Overtime Authorization.** Overtime must be properly authorized by the immediate supervisor.
6.7. **Partial Shift/Unscheduled Shift.** Nurses who are directed to work only a portion of the straight time shift shall be paid one hour in excess of actual time worked. Partial shifts include hospital requested late starts and mandatory call offs during a shift.

6.7.1. Any regular full-time nurse or regular part-time nurse requested to work an unscheduled full or partial shift within twelve (12) hours of the beginning of the shift work shall be paid time and one-half of the nurse's straight-time hourly rate of pay for all unscheduled hours worked.

6.8. **Pay for In-Service, Meetings and Drills.** Mandatory in-service, meetings and disaster drills shall be compensated based on actual time attended. A mandatory in-service is one where attendance has been specifically required by the department or unit manager, or listed as mandatory in the employee’s job description or education record.

6.9. **No Guarantee of Hours.** No provision of this agreement shall be construed as a guarantee of any number of scheduled hours of work per day or any number of days of scheduled work per week for any bargaining unit employee covered by its terms. This provision shall not apply to Article 6, Section 6.8 and Article 2, Section 2.6.3 and 2.6.4.

6.10. **No Pyramiding.** Overtime premium payments and shift differentials shall not be duplicated or pyramided for the same hours worked or paid for under any of the terms of this Agreement, and to the extent hours are compensated for at overtime or premium rates under one provision of this Agreement, they shall not be counted as hours worked under the same or any other provision of this Agreement. This provision shall not apply to Article 8, Section 8.14.

6.11. Full-time or part-time nurses who are on scheduled standby and are called back to work and actually perform work in excess of twelve (12) hours during the recognized 24-hour period described in Article 6, Section 6.1 above, shall be paid two times the nurses regularly hourly rate for all additional hours actually worked after twelve (12) for nurses on an eight (8) hour schedule, and after fourteen (14) for nurses on a ten (10) hour schedule. This section only applies to nurses working on an eight (8) hour or ten (10) hour schedule.
6.12. **Overtime and Work Schedule Waivers.** Nurses may be afforded the opportunity to work flexible hours by waiving contractual overtime or premium pay by mutual written consent between the nurse and the nurse manager. Individual daily waivers will be copied to the Union upon written request; standing (recurring) waivers will be routinely copied to the Union by the Hospital. The Union shall have ten (10) calendar days from receipt of such written standing waiver agreements to challenge the appropriateness of the waiver. If challenged a meeting with the nurse, manager and Union representative shall occur. If after the meeting the challenge remains unresolved any standing waiver that deviates from the agreed to provisions of the contract shall be considered void. Any nurse who enters into a waiver may rescind such waiver upon written notice to the Hospital by the fifth (5th) of the month to be effective on the following month’s posted work schedule.

**ARTICLE 7 – LEAVES**

7.1. **At times nurses may need extended periods of time away from the job to take care of personal needs.** These absences may be paid or unpaid depending on the type of leave and available accruals. It is the intent of the Hospital to comply with all applicable federal and state laws regarding leaves of absence. With respect to protected leaves, whenever federal and state laws differ, Hospital will comply with the law that is more generous to the nurse. When federal or state laws provide greater rights than those enumerated below, the provisions of law will apply.

7.2. **Leaves of Absence.** Under certain conditions and for specified reasons, a nurse may be granted a leave of absence after six (6) months of service. All such requests must be presented in writing to the department/division head as far in advance as possible. (Request forms are available in each department.) Each case will be reviewed and considered for approval by the department/division head. A leave of absence protects an employee’s accrued service record; however, a nurse will not accrue or build seniority credit during any leave beginning on or after January 1, 2016, unless (1) the leave is for four (4) weeks or less, or (2) the leave is considered protected leave under state or federal law.

7.3. **Reinstatement.** When a leave of absence is granted for a specific period not
exceeding ninety (90) calendar days, the nurse shall be entitled at the termination of
such leave to be reinstated in the same position held at the time the leave was granted.
When a leave of absence extends beyond ninety (90) calendar days, the nurse will not
have the right to the same job or shift but will have the right to be employed in the most
suitable position available. Notwithstanding the prior sentence, a nurse on a protected
leave such as Family Medical Leave (FMLA), Oregon Family Medical Leave (OFLA),
parental leave, and military leave, shall have the right to return to the same position held
at the time the leave was granted if that same position exists consistent with the
requirements of the laws described above.

7.4. Educational Leave. After completing one (1) year of service a nurse, upon
request, may be granted a leave of absence without pay for educational purposes at an
accredited school when it is related to employment. The period of such leave of
absence shall not exceed one (1) year but it may be renewed or extended, when
necessary, at the request of the nurse and upon authorization by the Hospital. One (1)
year’s leave of absence with any requested extension for education purposes may not
be provided more than once in any three-year period. Seniority credit and benefit
accrual, including hours toward step increase, will not build during leave of absence, as
per Article 7, Section 7.2.

7.5. Leave for Health. Leaves for health may be approved for up to six months.

7.5.1. Nurses off work as a result of a compensable workers' compensation
claim shall continue to accrue seniority credit as provided under Article 15 during any
such absence, for up to and including eighteen (18) months, provided such employee
retains "employee status" with the Hospital pursuant to ORS 659.415 or 659.420. After
an eighteen (18) month absence from work as a result of a compensable workers' compensations claim, the employee shall no longer accrue seniority credit, but instead will retain all previously earned and credited seniority while retaining "employee status"
as defined above.

7.6. Military Leave. Leaves of absence for services in the Armed Forces of the
United States will be granted with or without pay in accordance with applicable state
and federal law.
7.7. **Return to Work.** At least two (2) weeks prior to the expiration of any unpaid leave, the nurse must notify his/her department manager or the Human Resources department in writing as to whether the nurse will return to work as scheduled. Any request for extension must be filed at the same time. Extensions of medical leave require substantiation by a healthcare provider’s statement and approval of the appropriate department manager/director or designee. Failure to contact the appropriate department manager/director or designee, or designee is grounds for disciplinary action.

7.8. **Other Employment.** While on a leave of absence, a nurse shall not engage in equivalent employment for another employer except as approved by the Hospital.

7.9. **Bereavement Leave.** Regular nurses shall be allowed five (5) calendar days off with pay at straight-time plus shift differential (up to a maximum of forty (40) straight time hours of pay) for the purpose of bereavement in the event of the death of the employee’s spouse (including documented same sex domestic partner) or son, or daughter including adopted child(ren) and/or child(ren) in a legally recognized guardian relationship. In the event of a death in the immediate family the employee shall be granted three (3) calendar days off with pay at straight time (for a maximum of twenty-four (24) straight time hours of pay). Paid days off will be limited to the employee’s scheduled workdays. Scheduled days off will not be changed to avoid payment of bereavement leave which runs concurrently with OFLA leave. Immediate family shall be defined as the following:

- Employee: mother, father, parent equivalent, brother, sister, grandparents and grandchildren;

- Current Spouse, including documented same sex partner: mother, father, parent equivalent, son or daughter including adopted child(ren) and/or child(ren) in a legally recognized guardian relationship, grandparents and grandchildren.

7.9.1. Should the employee be notified on the job of such death, he/she will also receive the remainder of that scheduled day off with pay. Time off for the death of other
family members or time off in addition to the days specified above may be taken as PTO or unpaid leave provided the employee has received the authorization from the appropriate Supervisor.

7.9.2. Up to two (2) weeks of unpaid leave may be taken if requested pursuant to OFLA requirements. Approval to take such unpaid leave will not be unreasonably withheld.

7.9.3. Approval will not be unreasonably withheld for up to three (3) days’ leave without bereavement pay in the event of the death of the brother or sister of a current spouse.

7.9.4. By advance written notification to the employer, the amount of bereavement leave described above may be taken by an employee at times other than immediately after the date of death. The number of days available for such bereavement leave will remain unchanged, but employees may, within ninety (90) calendar days after the date of the death request to take a bereavement leave on a specific designated day during such ninety (90) calendar day period. In order to accommodate such request, the employee must provide a written request to the employee's supervisor no less than fourteen (14) calendar days before the date the employee wishes to take off as part of the paid bereavement leave described above. Notification may be less than fourteen (14) calendar days with supervisory approval.

7.10. Jury Leave. Any full-time or part-time nurse who is called to perform jury duty will be permitted the necessary time off to perform such service, and will be paid the difference between the straight-time hourly rate of pay, including shift differential, if applicable, for the scheduled workdays missed and any jury duty pay received less mileage. Jury Duty pay is not considered hours worked for overtime calculations. Jury duty pay shall be extended only to employees who are called, not employees who volunteer and shall be limited to a maximum of twenty-two (22) working days per year. The employee must furnish a signed statement from a responsible officer of the court as proof of jury service. The nurse must arrange with his/her supervisor in advance of the actual jury service. Any employee released from jury duty before the end of his or her regular shift shall immediately contact the nursing office to determine whether work is
available. The nurse released from jury duty must report to work if required by the
nursing office. Nurses assigned to work the evening or night shift on the same day they
are required to serve jury duty will automatically be relieved of such assignment when
spending four (4) hours or more on jury duty that day.

7.11. Court Witnesses.

7.11.1. A nurse who is required to testify in a legal proceeding on behalf of
the Hospital, will be compensated at the straight-time hourly rate, including shift
differential if applicable, for all time spent in official trial proceedings.

7.11.2. A nurse who is subpoenaed to appear as a witness in a legal
proceeding to which the Hospital is not a party to testify concerning matters involving
events which took place while performing such duties shall be compensated at
straight-time hourly rate, including shift differential, if for the actual time spent during
the nurse’s scheduled workday.

7.11.3. A nurse who is subpoenaed to appear as a witness concerning
matters not directly related to his/her employment at the Hospital shall be granted a
leave without pay.

7.11.4. Notwithstanding Article 8, Section 8.3.1, 8.3.2 or 8.3.3 above, the
Chief Human Resources Officer or designee may determine that a subpoena issued to
an employee is for the purpose of testimony at a proceeding adverse to the hospital’s
best interest. In the event of such subpoena, the Employer shall have no obligation to
compensate any employee for any loss of wages which may occur as a result of the
employee’s obligation to comply with such subpoena. The decision of the Chief Human
Resources Officer or designee to deny an employee compensation for purposes of
complying with a subpoena in a proceeding adverse to the Employer’s best interest
shall not be made in an arbitrary or capricious manner.

7.12. Reserve Military Duty. A nurse who has been employed by the Hospital for at
least six months and is in the National Guard or Armed Services Reserves is entitled to
an annual leave of fifteen (15) consecutive calendar days without loss of pay or other
benefits. Nurses shall inform the nursing office of the dates of their annual training by
the fifth (5th) of the month preceding the month in which training occurs.

7.13. **Oregon Family and Medical Leave.** An Oregon and Federal Family Medical Leave shall generally be granted up to twelve (12) weeks per year for an eligible nurse’s own serious health condition, to care for a family member with a serious health condition, to care for an infant or newly adopted or foster child or to care for a child who does not have a serious health condition but who requires home care. Under Oregon law, an eligible nurse is entitled to an additional twelve (12) weeks of leave per year in certain circumstances. During such leave no nurse shall be required to reduce his/her PTO bank below eighty (80) hours. The balance of such leave of absence shall be unpaid leave unless the nurse wishes to use additional accrued PTO, ESL or Sick benefits. Information regarding nurse rights and entitlements under applicable state and federal leave laws is available in the Human Resources Department.

7.14. **Americans with Disabilities Act.** The Employer and Union hereby agree that the Employer’s obligations under the Americans with Disabilities Act to an employee or applicant for employment may require an accommodation affecting the terms of the parties collective bargaining agreement. The Union and Employer hereby agree that in the event of a conflict in the Employer’s obligations under the collective bargaining agreement and the Americans with Disabilities Act, the Employer's obligations under the Americans with Disabilities Act shall be deemed paramount and no violation of the collective bargaining agreement will occur so long as the employee or applicant accommodation is consistent with the requirements of the Americans with Disabilities Act.

7.15. **Domestic Violence.** Reasonable unpaid time off to address domestic violence, sexual assault, or stalking of the employee or his/her minor dependents.

**ARTICLE 8 – PAID TIME OFF AND SICK LEAVE**

8.1. **PTO.** The Hospital’s Paid Time Off (PTO) is provided to encourage planning and predictability of employee time off. PTO compensates eligible employees at their regular rate of pay including shift differentials, if applicable, when they are absent from work for such purposes as vacation, illness, holidays, religious observances,
preventative health and dental care, care of a family member’s illness, for any purpose covered by the Oregon Family leave Act (OFLA) (regardless if eligible for OFLA), qualifying reasons under Oregon’s domestic violence, harassment, sexual assault and stalking law, public health emergencies (such as hospital or school closing, or when the presence of the employee or family member jeopardizes health) and other excused absences.

8.2. **Shift Differential.** The base wage does include shift differential for personnel permanently assigned to evenings or nights, but does not include overtime, hospital-paid benefits or similar allowances. Permanent assignment constitutes an anticipated or realized six (6) months of assignment to the evening or night shift.

8.3. **Eligibility for PTO.** Nurses are eligible for PTO unless they are paid a percentage in lieu of benefits (medical, dental, vision insurance, term life insurance, retirement, short and long-term disability, and bereavement and jury duty compensation).

8.4. **Eligible Hours.** PTO is accrued on the first eighty (80) hours of work time per pay period (excluding extended sick leave, PTO, education leave, funeral/bereavement leave, standby, and short and long term disability) at established rates which are based on the employee's status and length of employment.

8.5. **Accrual and Derivation of Rates.** The following schedule of Paid Time Off will apply to all nurses in the bargaining unit. The accrual rates for Paid Time Off shall be as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st through 4th year</td>
<td>0.111</td>
</tr>
<tr>
<td>5th through 9th year</td>
<td>0.135</td>
</tr>
<tr>
<td>10th through 14th year</td>
<td>0.161</td>
</tr>
<tr>
<td>15th through 19th year</td>
<td>0.187</td>
</tr>
<tr>
<td>20th and all subsequent years</td>
<td>0.215</td>
</tr>
</tbody>
</table>

8.6. **Accrual on Jury Duty.** PTO accrual will continue for all hours off on jury duty for which the employee is paid Jury Leave by the hospital.
8.7. **PTO Use.** PTO may be used as soon as it is earned, including in the same pay period. PTO may be requested in advance but shall not be used in advance with an agreement to reimburse the Hospital and may not be used on regularly scheduled days off. PTO may be utilized, at the nurse’s option, to supplement work time lost due to low census cancellation.

8.8. **Requests for PTO.**

8.8.1. **Vacation PTO:** PTO utilized for vacation, as with all other time off, must, except in unusual circumstances, be requested in writing in advance of the time off desired, and approved or denied in writing within ten (10) calendar days of receipt of the request by the Supervisor. Nurses may request, and take, up to fourteen (14) consecutive vacation days off. Any request for vacation days in excess of fourteen (14) days may be granted in an equitable manner by mutual agreement of the nurse and the supervisor when hospital staffing and unit needs allow for such leave to occur including during peak vacation periods described below. Peak vacation time shall be defined as the months of June through September and spring break as determined by the Coos County school system. Requests off during peak vacation time shall be submitted from January 1st through March 31st for the year in which the peak vacation is to occur including during peak vacation periods described below. Peak vacation requests must be approved or denied, in writing, by May 1st. Approval will be based upon the Hospital’s determination of its staffing needs, with first consideration given to the needs of particular nursing units. Nurses shall be granted vacation PTO requests based on seniority; however, once granted the request shall not be subsequently rescinded unless mutually agreed by the nurse and the unit manager.

8.8.2. **Sick PTO:** Sick PTO is defined when time off requested with or without prior approval due to an emergency or illness, or other reason consistent with Oregon Sick Leave (OL 537, 2015). A general reason explaining the type of sick PTO for the request is to be given. If within the nurse’s control, the nurse must make reasonable efforts to schedule sick time off to minimally disrupt operations. In all cases accrued PTO must be used. Such mandatory utilization of PTO shall be limited to a maximum of sixty-four (64) hours per calendar year. Except in unusual circumstances where the nurse is unable to do so for medical or other legitimate reasons, the employee requiring
time off without prior approval must call as soon as practicable, with at least two (2) hours notification before the start of the assigned shift. If the employee does not have approval for each day of absence, it will be paid, however, such absences can become cause for disciplinary action if the nurse's absence was unexcused and the nurse was not sick or absent for Oregon Sick Leave reasons. The Hospital may request a healthcare provider verification or certification of sick time request defined in OL 537, 2015 if time requested off is more than three (3) consecutive scheduled work days. The Hospital shall pay any reasonable out-of-pocket costs for providing medical verification or certification required that are not paid under the nurse's health benefit plan. If the Hospital suspects a nurse is abusing sick time, including engaging in a pattern of abuse, the Hospital may require verification from a healthcare provider, including seen by the Hospital's Employee Health Coordinator. The Hospital may not require the nurse to search for or find a replacement worker as a condition of the nurse's use of accrued PTO for sick time. The Hospital will not apply an absence control/attendance policy toward any absences due to utilization of the first accrued forty (40) hours of sick PTO per calendar year or that are otherwise protected by federal or state law. The Hospital may impose discipline for a nurse's failure to notify it of an unscheduled absence if the nurse fails to timely notify the Hospital of the absence.

8.9. PTO Minimums. Full-time employees may be required to use at least eighty (80) hours of PTO per year. It is also recommended that employees reserve at least forty (40) hours of PTO to cover emergencies.

8.10. PTO Priority over LOA. If there are two (2) or more requests for time off by employees and if not all of such requests can be accommodated, then an employee requesting PTO shall be given a priority over an employee requesting time off without pay regardless of seniority.

8.11. PTO May Not Cover Tardiness. After the first forty (40) hours of PTO is used in a calendar year, PTO may not be used to claim pay for the time lost due to tardiness. This lost time cannot be regained and shall be considered unexcused absent time.

8.12. PTO May Not be used in Lieu of Notice of Resignation. All nurses regularly employed shall give the Hospital not less than fourteen (14) calendar days' written
notice of intention to resign. Failure to do so forfeits any right to accumulated paid time off. PTO cannot be used as termination notice. PTO will likewise not be paid for work time missed during the last two (2) weeks of employment without a physician's written confirmation of illness or unless otherwise covered by law. The Hospital may waive this disqualification in its discretion if an emergency beyond the control of the nurse prevents fourteen (14) calendar days' written notice of resignation.

8.13. Improper Use of PTO. The improper use of PTO imposes on fellow nurses, increases hospital costs, contributes to short staffing, increases the necessity for floating, and may constitute just cause for discipline.

8.14. Pay for Work on Holidays. Nurses who are required to work on any of the following actual holidays will be paid at one and one-half (1-1/2) times the regular straight-time hourly rate of pay for all hours actually worked on the actual holiday. Holiday pay shall not be considered premium or overtime pay. For pay purposes, a holiday shall begin at 12:01 AM on the day designated as the holiday and end at Midnight of the same day. In addition to one and one-half (1-1/2) times pay, the employee may claim an additional number of hours equal to their regularly scheduled shift from accrued PTO, to be paid at the employee's base wage.

- New Year's Day (January 1)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Eve (December 24)
- Christmas Day (December 25)

8.14.1. The nurse will have a choice of either Christmas Eve (December 24) or Christmas Day (December 25) when one or both of these holidays are worked, but shall not be compensated at the time and one half rate for both days under this provision.

8.15. Maximum PTO Accrual PTO may be accrued in an employee's account up to a
maximum of five hundred twenty-five (525) hours. After reaching the maximum accrual of five hundred twenty-five (525) hours, no additional PTO shall accrue in an employee’s account regardless of the number of hours worked by an employee covered by this agreement. In this case the maximum accrual of five hundred twenty-five (525) PTO hours shall be carried over in the next calendar year.

8.16. **PTO Cash Out.** Benefitted nurses may request PTO cash out twice (2 times) a year in accordance with the Hospital’s established PTO cash out policy in existence at the time of the request. Unless otherwise provided by law, the PTO cash out will not include shift differential. An employee may donate up to forty (40) hours of accrued PTO time per calendar year to another employee to utilize as sick time, with the understanding that such donation does not extend the forty (40) hour limit for protected leave under the Oregon Sick Leave law (OL 537, 2015).

8.17. **Extended Sick Leave Bank.** Full and part-time employees shall accrue up to a maximum of twenty-eight (28) hours of extended sick leave per year based on an accrual rate of .01346 per hour worked by such full and part-time employees. Extended sick leave is accrued on the first eighty (80) hours of work time per pay period (excluding extended sick leave, education leave, funeral/bereavement leave, standby, and short and long term disability).

8.17.1. The amount of accrued extended sick leave will be listed on the employee’s paycheck.

8.17.2. The extended sick leave benefit described above may be used for periods of illness which occur during an employee's regular work schedule that lasts more than twenty-four (24) scheduled hours of work. PTO must be used for the first twenty-four (24) hours of scheduled time an employee is off due to illness (1) if available in an employee's PTO bank and (2) provided such mandatory utilization of sick PTO is limited to a maximum of sixty-four (64) hours per calendar year. PTO may be used when extended sick leave benefits are exhausted if available in an employee’s PTO bank. Extended sick leave benefits shall only be provided upon satisfactory proof of illness, not limited to, a medical provider’s authorization. Notwithstanding the above, employees may use their extended sick leave benefits for any hospitalization stay
beginning with the first day of overnight hospitalization or any outpatient surgical procedure as defined as qualifying by Hospital policy. Extended sick leave benefits shall have no maximum cap. Extended sick leave benefits shall not be convertible to cash under any circumstances, nor shall extended sick leave benefits be paid to any employee upon separation of employment at Bay Area Hospital. Employees who work as temporary employees, relief or per diem employees, shall be ineligible to receive any accrual of extended sick leave benefits.

8.18. Credit for PTO Hours Used. PTO which is used by an employee pursuant to the above procedures will be counted as hours worked for purposes of determining a nurse's eligibility for education leave and step increases. Such PTO time shall not be counted for any other purpose. PTO time that is cashed out shall not count as time worked for any purpose.

8.19. Sick Leave. Beginning January 1, 2016, bargaining unit nurses who are not full or part-time benefit eligible shall accrue and be eligible to utilize sick leave time consistent with the Oregon sick leave law, OL 537, 2015.

8.19.1. Accrual. Such nurses shall accrue sick leave at a rate of one (1) hour for each thirty (30) hours worked. Accrual shall be on a calendar year basis and shall accrue up to forty (40) hours per year. The nurse may carry over forty (40) hours of unused sick time from year to year. Sick time accrual is capped at eighty (80) hours.

8.19.2. Utilization. Nurses may use sick time as it accrues, except that new employees may not begin using sick time until their ninety-first (91st) day of employment. Nurses may utilize accrued sick time (1) on any scheduled day of work for themselves or a family member for purposes covered by the Oregon Sick Leave law, including but not limited to, when the nurse or family member is determined by public official that the presence of the nurse in the community would jeopardize the health of others and (2) for approved foreseeable planned sick leave, whether the nurse would have been scheduled to work or not (such as scheduled surgeries or hospitalizations). If a nurse is rehired within one hundred eighty (180) days of separation, any accrued sick leave will be restored.
8.19.3. Notice. Nurses must notify the Hospital for any foreseeable, planned sick leave at least ten (10) calendar days before the date sick time will begin. Nurses must schedule such sick time in a manner that provides the least amount of disruption to the business of the Hospital. Nurses must inform the Hospital of any change in the expected duration of sick time as soon as practicable.

**ARTICLE 9 – HEALTH AND WELFARE**

9.1. Benefits. The Hospital shall continue to make available for participation by bargaining unit employees the current health and welfare insurance plans known as the Bay Area Hospital Self Insured Medical Plan (“BAHSIMP”) and the current retirement plan(s) including the following: medical, dental, vision, short and long term disability, accidental death and dismemberment, term life and the existing retirement plans. The Hospital agrees that its current medical, dental and vision insurance plans will remain in the BAHSIMP program and the benefit structure of each plan will remain unchanged during calendar year 2019. Under the BAHSIMP, the Hospital will offer three (3) medical plan options that bargaining unit employees may choose: (1) a Basic PPO-type plan; (2) a Premium PPO-style plan; and (3) a High-deductible plan with a Health Savings Account (“HDHP”). Dental and vision plans will be available for election under all three medical plans. Changes to the medical, dental and vision plans may be made during the term of this contract consistent with the provisions described in Article 10 – Benefit Review Committee.

9.2. Benefit Eligibility. Effective January 1, 2019, any nurse in the bargaining unit who is authorized to work seventy (70) hours or more per pay period (.875 FTE) shall be considered full-time for the purpose of insurance benefit eligibility. Any nurse in the bargaining unit who is authorized to work forty (40) hours or more but less than seventy 70 hours per pay period (.5 FTE to .875 FTE) shall be considered part-time for the purpose of insurance benefit eligibility. Any nurse in the bargaining unit who is authorized to work less than forty (40) hours per pay period (.5 FTE) shall not be eligible for medical, dental and vision benefits.

9.3. 2019 Health Insurance Plans. The 2019 Bay Area Hospital Self-Insured Medical Plan (“BAHSIMP”) medical, dental and vision plans together with the current monthly
employee contribution rate for bargaining unit employees shall remain unchanged through December 31, 2019. For eligible bargaining unit employees who participate in the BAHSIMP plan, such employees will pay the following monthly amounts for such insurance:

**Medical & Rx**

<table>
<thead>
<tr>
<th>Full-time (70+)</th>
<th>HDHP</th>
<th>PREMIUM</th>
<th>BASIC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
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**Dental**

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**Vision**

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Upon Employer review of the effectiveness of and participation in the Wellness program, the program will be offered and communicated to participants annually.

9.4. **2020 Health Insurance Plans.** For 2020 eligible bargaining unit employees who participate in the BAHSIMP plan, such employees will pay the following monthly amounts for such insurance:

### Medical & Rx

<table>
<thead>
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### Vision

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### Total

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</table>

4 Upon Employer review of the effectiveness of and participation in the Wellness program, the program will be offered and communicated to participants annually.

5 9.5. **2021 Health Insurance Plans.** For 2021 eligible bargaining unit employees who participate in the BAHSIMP plan, such employees will pay the following monthly amounts for such insurance:
### Medical & Rx

<table>
<thead>
<tr>
<th></th>
<th>Full-time (70+)</th>
<th>Part-time (40-69.9 hrs)</th>
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</thead>
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### Dental

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<th>Full-time (70+) and Part-time (40 – 69.9 hrs)</th>
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<tbody>
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### Vision

<table>
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<th>Full-time (70+) and Part-time (40 – 69.9 hrs)</th>
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<tbody>
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<td>Employee + Spouse</td>
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<td>Employee + Child(ren)</td>
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<td>Employee + Family</td>
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### Total

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<td>Employee + Child(ren)</td>
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<tr>
<td>Employee + Family</td>
<td>$249.00</td>
</tr>
</tbody>
</table>
Upon Employer review of the effectiveness of and participation in the Wellness program, the program will be offered and communicated to participants annually.

9.6. **Start of Coverage.** Employees and dependents are eligible for health benefits on the first day of the month following the date of hire, or the first of the month after their benefits eligible date. An employee’s date of hire for purposes of this Section is defined as the calendar day on which the employee first earns wages in employment with the Hospital or first earns wages in a benefits eligible position. Employees must complete the enrollment form and return it to the Human Resources Department before the last day of the month in which the employee was hired or became benefits eligible to begin health coverage the first day of the following month. The spouse, domestic partner (affidavit required), and child(ren) up to the age of twenty-six (26) of any employee eligible for coverage pursuant to Section 9.2 above are eligible for coverage under the health plan.

9.7. **Opt-Out.** The Hospital will offer an opt-out payment in the amount of one hundred dollars ($100.00) per month, subject to applicable taxes and withholdings, for employees who voluntarily choose to opt-out of the Hospital provided medical/dental/vision insurance plan and who meet the following conditions. To be entitled to receive the opt-out payment, the eligible employee must notify the Hospital in writing on the benefits enrollment form of his/her decision to opt-out during the open enrollment period for the Hospital provided medical/dental/vision insurance plan. In addition, before the close of the open enrollment period, the eligible employee must provide the Hospital with information in writing certifying that the employee and the employee’s spouse and dependents have valid health insurance coverage.

9.8. Notwithstanding the above provisions, the parties may mutually agree to
substitute an alternate health insurance plan that may be mutually beneficial and become available prior to any plan year enrollment period.

9.9. **Retiree Health Benefits.** Retiree Health Benefits consistent with Oregon State Law shall be as provided by Hospital policy in existence at the time the employee elects to retire.

9.9.1. The employer agrees to offer all retirees who otherwise meet eligibility requirements health and welfare coverage under the Bay Area Hospital plans in effect at the time of retirement. In doing so, it is expressly understood that the hospital has no obligation to continue to make such health and welfare retiree coverage available to future or past retirees and Bay Area Hospital may make any changes or revisions in the retiree health insurance program, the eligibility standards for participation in the program, require premium contribution, increase or decrease amounts or eliminate the plan completely with or without advance notice to affected employees or retirees and with or without notice to the Union. The parties have specifically agreed that the hospital has no obligation to create or offer a retiree insurance program and once created, the hospital shall have no liability if it decides to change, revise or discontinue its retiree health coverage program. The Hospital shall have no duty to bargain over any decision to change, revise or discontinue its retiree health coverage program. The current retiree health and welfare program is as follows:

9.9.1.1. **Retiree Health Benefits** shall be as provided by Hospital policy in existence at the time the employee elects to retire.

9.10. **Section 125 Plan.** Employees may pay their portion of the monthly health insurance premium with pre-tax dollars through The Hospital’s Section 125 plan.

9.11. **Retirement Plan.** The Hospital shall continue to provide the current retirement plan paid by the Hospital.

9.12. **Tax Sheltered Retirement Plan.** The Tax sheltered retirement plan shall continue in effect at the Hospital.
9.13. **Infectious Disease.** Time lost from work because of quarantine after exposure to a communicable disease at work will be compensated if the nurse is disqualified from nursing duties by the Hospital's infection control office, when temporary work outside of patient care is not available. Examinations, including laboratory tests, shall be provided at no cost to the nurse when indicated because of exposure and potential exposure to communicable disease while at work.

9.13.1. If emergency treatment received in the Emergency Department for an on-the-job illness or on-the-job injury, the nurse shall make an application for state accident benefits pursuant to existing Hospital policy.

9.14. As a result of the implementation, repeal (judicial or legislative), or any change to any federal or state mandated regulations or statutes which require the Hospital to provide health insurance benefits to bargaining unit employees covered by this agreement in a manner that changes the benefit structure or plan design provisions in a way that will reasonably be expected to increase the costs of providing such health insurance benefits over the amount that would otherwise occur without such mandated changes (including but not limited to changes in the structure of the health and welfare benefits provided, changes to the eligibility for required Employer health and welfare contributions, changes to required number of hours an employee must work in order to be eligible for an Employer paid health and welfare contribution or for any other reason), the Hospital shall have the right, upon no less than fifteen (15) calendar days written notice to the Union, to reopen the contract for renegotiation of the health care provisions of this agreement exclusively limited to those issues noted above. If after a reasonable period of good faith negotiations, the parties reach impasse, the Hospital may implement its proposed changes to the health and welfare plan or the amount of the nurses' required monthly copay obligation. The parties specifically agree that there shall be no strikes, lockouts or any other disruption of work of any kind during the negotiations of such changes and during the remaining term of this Agreement.

9.14.1. If any federal or state mandated change in the health and welfare benefits provided by the Hospital to nurses covered by this Agreement requires the Hospital to provide health and welfare benefits to all relief or per diem employees, the Hospital has the right upon no less than ten (10) calendar days written notice to decrease the fifteen percent (15%) payment in lieu of benefits referenced in this labor
agreement to ten percent (10%). The parties specifically agree that there shall be no strikes, lockouts or any other disruption of work of any kind during the period of over negotiations such changes and during the remaining term of this Agreement.

9.15. Notwithstanding any other provision of this Agreement to the contrary, the Hospital shall have no obligation to make a health and welfare contribution for any month for any employee classified by the Hospital as an On-call or Part-Time Less Than 20 Hours Per Week employee and/or a temporary employee regardless of the number of hours worked by such employees in any calendar month except as described in Section 9.15 below or as otherwise required by the ACA.

9.16. If an eligible employee remains employed as a bargaining unit employee of the Hospital but ceases to be eligible for health and welfare coverage, and such employee would be considered a “full-time” employee under the “employer shared responsibility” provisions of the ACA for a month, the Hospital and the employee shall make a health and welfare contribution for each such month. BAHSIMP agrees to accept such contributions and provide health and welfare coverage to all such “full-time” employees under the ACA. Compensable hours only include education hours, regular hours worked, PTO, ESL, military leave law hours, bereavement hours, in-service training hours, jury duty hours, paid Oregon sick time and mandatory meetings. All other compensable time is excluded.

9.17. For purposes of compliance with the Affordable Care Act requirements, the Hospital will use the IRS Approved lookback measurement period to determine part-time or per diem employees’ eligibility for health insurance coverage in the following year. Any per diem employee who receives health and welfare coverage in any calendar year of this Agreement will no longer be eligible for the payment in lieu of described in Article 2, Section 2.4.1.

ARTICLE 10 – BENEFIT REVIEW COMMITTEE

10.1. The Hospital and the Association agree, subject to and effective upon approval by the UFCW and Teamsters bargaining units, as follows:
10.2. **Members.** This committee shall consist of members as follows:

- Three (3) members from the Hospital’s ONA bargaining units;
- Two (2) members from the Hospital’s Teamsters Bargaining Unit;
- Three (3) members from the Hospital’s UFCW Bargaining Unit;
- Six (6) members from the Hospital’s non-represented employees, management or administration.

10.2.1. Bargaining unit representatives shall not vote on recommendations for benefit plans on a benefit plan change in which their bargaining units do not participate. Union representatives may be present at all meetings of the committee as non-voting members.

10.2.2. The Benefits Review Committee membership, as outlined above, shall take effect upon ratification by the last Union participating.

10.3. **Operation of the Benefits Committee.** Each of the above members shall be voting members of the committee. The committee shall be responsible for establishing its own rules of procedure by majority vote. The participants on the committee described above shall be paid their straight time hourly rate of pay for all time spent in performing committee functions. The committee is expected to utilize the assistance of outside sources to assist in its deliberations. The committee shall be responsible for preparing a written recommendation regarding suggested changes in the hospital's current benefit program. These written recommendations must be approved by seventy-five percent (75%) or more of the committee members. Recommendations for any changes in any hospital benefit must also be approved by the Hospital Management Team before such changes may be implemented. Any recommendation of the Benefits Committee must be approved by the Hospital Board of Directors and the appropriate union, before being implemented.

10.4. **Selection of Committee Members.** Each union bargaining unit described above shall be responsible for establishing their own rules regarding the selection criteria for membership on the committee. The Hospital shall be responsible for determining the selection criteria for the members it appoints to the committee.
10.5. **Ratification of Benefits Changes.** It is anticipated that the committee's recommendations regarding benefit changes at the Hospital are to be designed to affect all employee groups. It is, however, specifically recognized that implementation of any recommended benefit change in the Bay Area Hospital Health and Welfare Plan benefits and/or premium costs which impact the United Food and Commercial Workers bargaining unit, the Oregon Nurses Association bargaining unit and the Teamsters bargaining unit shall be subject to the bargaining process described in Section 10.6.

10.6. **Bargaining and Arbitration.** If the actuary of the Bay Area Hospital Health and Welfare plan recommends to modify or discontinue any aspect of the benefits provided in any of the three (3) health plans in order to maintain the financial viability of the Plan, or in the case of an annual cost increase of nine percent (9%) or more in any one (1) year or a cumulative increase of fifteen percent (15%) or more in any two (2) consecutive calendar years, the Hospital shall have the right upon no less than thirty (30) calendar days written notice to convene the Benefits Committee. The purpose of such convening is to permit the committee to attempt and reach agreement over any changes to the benefit structure of any of the three (3) health plans.

10.6.1. If the Committee does not reach agreement within forty-five (45) calendar days of the start of the first Committee meeting held pursuant to this Section, any party represented on the Committee may request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within five (5) calendar days of receipt of the list, the parties shall alternately strike one (1) name from the list, and the last name remaining shall be the arbitrator.

10.6.2. No less than fourteen (14) calendar days after the selection of the arbitrator, each party shall submit their respective final positions on the proposed changes to the Plan. The arbitrator shall be obligated to select only one of the final proposals presented, in its entirety, and such decision shall be final and binding on all parties.

10.6.3. The arbitrator shall base the decision on the following criteria:

   a. The long-term stability and viability of the Plan
   b. The best interests of the Plan participants
c. The equitable allocation of any increased costs of providing health, dental and vision benefits under the plan.

10.6.4. If the arbitrator determines it is necessary to hold a hearing, the arbitrator shall set a hearing within thirty (30) calendar days of receipt of the parties’ final proposals. The cost of the arbitrator’s fee will be paid evenly by the parties whose offer was not selected by the arbitrator.

10.6.5. If the Plan consultants determine that the changes negotiated by the Committee or implemented by this Section have addressed the shortfall, benefits will be restored to those in place prior to the benefit reductions occurring or such other levels that the consultants determine is appropriate.

ARTICLE 11 – WAGES

11.1. Pay Plan. The following are the base rates of pay for all nurses beginning on the dates shown. Pay step increases shall be annually on the nurse’s continuous employment anniversary date provided one thousand eight hundred (1,800) compensable hours have been completed since the nurse’s last anniversary date (equivalent hours for multiple year steps). If on the dates described below, a nurse has not met the one thousand eight hundred (1,800) compensable hours required, advancement will occur upon completion of the one thousand eight hundred (1,800) compensable hour requirement.

Effective beginning the first full pay period following January 1, 2019 increase the then existing RN pay scale by four percent (4%) as follows:

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Effective beginning the first full pay period following January 1, 2020, increase the then existing RN pay scale the greater of two percent (2%) or the twelve (12) month non-seasonal adjusted CPI-W index as of the December Reporting period. The wage adjustment will not exceed four percent (4%). Add steps 18, 19, 21, 22, 23, 24 as follows (table reflective of two percent (2%) minimum):

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Effective beginning the first full pay period following January 1, 2021, increase the then existing RN pay scale the greater of two percent (2%) or the twelve (12) month non-seasonal adjusted CPI-W index as of the December Reporting period. The wage adjustment will not exceed four percent (4%).

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adjustment will not exceed four percent (4%) as follows (table reflective of two percent (2%) minimum):

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Effective beginning the first full pay period following January 1, 2019, increase the then existing LPN pay scale by four percent (4%) as follows:

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</table>
Effective beginning the first full pay period following January 1, 2020, increase the then existing LPN pay scale by the greater of two percent (2%) or the twelve (12) month non-seasonal adjusted CPI-W index as of the December Reporting period. The wage adjustment will not exceed four percent (4%). (Table reflective of two percent (2%) minimum):

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Effective beginning the first full pay period following January 1, 2021, increase the then existing LPN pay scale by the greater of two percent (2%) or the twelve (12) month non-seasonal adjusted CPI-W index as of the December Reporting period. The wage adjustment will not exceed four percent (4%). (Table reflective of two percent (2%) minimum):

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11.2. **Credit for Prior Experience.** Nurses hired during the life of this Agreement shall be placed at the step in the wage schedule that appropriately corresponds with the nurse’s experience in a relevant acute care setting. Step placement shall include, where applicable, years’ credit toward advancement to the next step.

11.3. **Shift Differential.**

11.3.1. All hours of a shift shall be eligible for evening or night shift differential if a majority of hours are scheduled on the applicable standard shift. The standard evening shift is 1500-2330; the standard night shift is 2300-0730. Shift differentials shall not be applied to continuous hours worked in excess of a nurse’s scheduled shift if less than one (1) hour in duration, except that such differentials shall apply to all night shift overtime hours. The evening shift differential shall be one dollar and seventy-five cents ($1.75) per hour. Effective the first full pay period following ratification the night shift differential shall be five dollars ($5.00) per hour.

11.4. **Weekend Differential.** Weekend differentials apply to all scheduled hours actually worked between midnight Friday and midnight the following Sunday. The weekend shift differential shall be one dollar and seventy cents ($1.70) per hour.
11.5. **Certification Pay.** Upon written request, nurses who obtain and maintain a nationally recognized certification associated with their primary assigned unit, shall receive an additional seventy cents ($.70) per hour premium added to the nurse’s straight-time hourly rate of pay. Proof of certification must be provided to the Hospital upon request. LAN approved certification list shall be established by mutual consent between the PNCC and Nursing Administration and shall be updated on an annual basis.

11.5.1. The certification pay beginning the first full pay period following January 1, 2020 shall be an additional eighty-five cents ($.85) per hour premium added to the nurse’s straight-time hourly rate of pay.

11.5.2. The certification pay beginning the first full pay period following January 1, 2021 shall be an additional one dollar ($1.00) per hour premium added to the nurse’s straight-time hourly rate of pay.

11.6. **Standby/On-Call.** The following standby/on-call compensation policies shall apply:

11.6.1. Effective the first full pay period following ratification, all nurses scheduled for standby shall be paid four dollars and fifty cents ($4.50) per hour for scheduled standby, regardless of hours worked if called back to work while on standby.

11.6.2. All nurses scheduled for standby shall be paid four dollars and seventy-five cents ($4.75) per hour effective the first full pay period following January 1, 2020, for scheduled standby, regardless of hours worked if called back to work while on standby and other compensation received during the scheduled standby period.

11.6.3. All nurses scheduled for standby shall be paid five dollars ($5.00) per hour effective the first full pay period following January 1, 2021, for scheduled standby, regardless of hours worked if called back to work while on standby and other compensation received during the scheduled standby period.

11.6.3.1. Effective the first full pay period following January 1, 2021, Nurses in areas with mandated call, as outlined in Section 11.6.8 below, who are scheduled for standby in excess of eighty (80) hours in a payroll period, shall receive standby pay at the rate of eight dollars ($8.00) per hour for any standby hours in excess of their eighty
hours per payroll period. This additional standby premium only applies to assigned
hours and does not apply to standby hours above the payroll period maximum that
occurs as a result of voluntary trades of standby assignments between the employees
in the department.

11.6.4. Time actually worked on a callback while on standby shall be paid
at one and one-half (1-1/2) times the nurse’s straight-time hourly rate of pay. Such
payment shall be a minimum of three (3) hours and shall be paid in addition to any
pre-scheduled hours worked. This three (3) hour minimum shall not apply to a nurse
who is working during the first thirty (30) minutes of a scheduled standby/on-call shift
that immediately follows the completion of the nurse’s scheduled shift end time.

11.6.5. A nurse not scheduled for standby, but who agrees to work on a
second call will be compensated at two times the straight-time hourly rate of pay for a
minimum of three (3) hours, plus an additional four dollars and fifty cents ($4.50) per
hour for each hour so worked or compensated. This three (3) hour minimum shall not
apply to a nurse who is working during the first thirty (30) minutes of a scheduled
standby/on-call shift that immediately follows the completion of the nurse’s scheduled
shift end time. This Section 11.6.5 applies to nursing units that regularly assign standby
and the nurse(s) on standby, if scheduled, have already been called back.

11.6.5.1. All nurses not scheduled for standby shall be paid four dollars and
seventy-five cents ($4.75) per hour effective the first full pay period following January 1,
2020, for second call standby, regardless of hours worked if called back to work while
on standby.

11.6.5.2. All nurses not scheduled for standby shall be paid five dollars
($5.00) per hour effective the first full pay period following January 1, 2021, for second
call standby, regardless of hours worked if called back to work while on standby.

11.6.6. Call-back is defined as work performed by a nurse at the Hospital
or other work setting from a scheduled call or standby status.

11.6.7. A nurse shall not be scheduled standby on the nurse’s scheduled
day off without the nurse’s voluntary written consent.
11.6.8. Standby/On-call is a method of contingent staffing used to provide staff as a response to emergent or unforeseen needs. Standby/On-call is defined as a scheduled or assigned status requiring the nurse to be available to report for work within thirty (30) minutes of notification except for departments which currently require a twenty (20) minute response time when needed. Scheduled standby/on-call shall be for no less than four consecutive hours, unless otherwise requested by the nurse. Standby/On-call shall not be scheduled or assigned outside of the Surgical Services areas, Cath Lab, and Home Health except in the case of a low census cancellation. Low census standby/on-call is voluntary. Standby/On-call shall be scheduled in an equitable manner among all regular nurses in the unit.

11.6.9. Call-back is defined as work performed by a nurse at the Hospital or other work setting from a scheduled call or standby status.

11.7. Temporary Assignments. 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 (4) hours or more.

11.8. Charge Nurse. The Charge Nurse premium will be three dollars ($3.00) per hour effective the first full pay period following July 1, 2016, for all hours assigned as Charge Nurse. Decisions on the assignment of charge nurses shall be made by the appropriate hospital manager. Not more than one nurse shall be assigned as a charge nurse in any unit at the same time.

11.9. Promotion of Part-Time Nurses. Regular part-time nurses shall receive consideration for promotional advancement.

11.10. Home Health and MOMS.

11.10.1. Home Health and MOMS nurses who are required to use their personal automobiles for work shall be reimbursed at the rate of no less than the allowance acceptable by the Internal Revenue Service. In addition such nurses shall be eligible for an additional payment of four hundred dollars ($400) per year to compensate for insurance expenses related to the use of the automobile provided an automobile has
been used by the employee for each of the prior twelve (12) months. If used less than twelve (12) months, this payment shall be prorated on a per month basis. Payment shall be made the first full pay period after January 1st of each year for the prior years' use.

11.11. Telephone Consultation. This section applies only to Home Health, MOMS and bargaining unit nurses in Clinical Informatics. Telephone consultation, including documentation of telephone contact, that is necessary for supervision, telephone conferences, and/or patient evaluation or advice that is in excess of fifteen (15) cumulative minutes over the assigned call period, if applicable, shall be considered hours worked and shall be compensated at the applicable rate of pay from an on-call status. Nurses are responsible for duly and accurately recording all such working time. Waiting for return calls shall not be considered hours worked. Long distance telephone charges that are a direct result of work activities by Home Health nurses as a result of required telephone consultation shall be compensated by the Hospital in a timely fashion.

11.12. Nurses Returning to Bargaining Unit. Any nurse returning to the bargaining unit from a separation from employment of one (1) year or less duration shall be entitled to wage step, fringe benefits and PTO accrual the same as enjoyed at the time of separation, and shall additionally be credited with their previously accrued bargaining unit seniority. "Separation" shall include unpaid leaves of absence and termination.

11.13. BSN Pay (including Bachelor of Science with a minor in nursing). Upon submission of proof to the Hospital by the nurse, the nurse shall receive an additional seventy cents ($0.70) per hour added to the nurse’s straight-time hourly rate of pay.

11.13.1. The BSN pay beginning the first full pay period following January 1, 2020 shall be an additional eighty-five cents ($0.85) per hour premium added to the nurse’s straight-time hourly rate of pay.

11.13.2. The BSN pay beginning the first full pay period following January 1, 2021 shall be an additional one dollar ($1.00) per hour premium added to the nurse’s straight-time hourly rate of pay.
11.14. **Preceptor Pay.** Any nurse trained and qualified per specified preceptor areas and performing preceptor duties shall receive an additional five percent (5%) per hour added to the nurse’s straight-time hourly rate of pay.

11.15. **OR Coordinator Pay.** Any nurse assigned to perform coordinator duties shall receive an additional two dollars ($2.00) per hour added to the nurse’s straight-time hourly rate of pay.

11.16. **Stat RN Pay.** Any nurse hired as a Stat RN shall receive an additional five dollars ($5.00) per hour added to the nurse’s straight-time hourly rate of pay for all hours paid in the Stat RN role.

**ARTICLE 12 – WORK RULES**

12.1. The parties recognize that the Employer is directly responsible to the citizens of the County and the public generally for the performance of the functions and services involved in operating Bay Area Hospital. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by work rule, oral or written, whether such work rule now exists or may be promulgated in the future. It is agreed, however, that no new work will be promulgated or implemented which is inconsistent with a provision of this Agreement, provided that the requirements of Oregon law will always be paramount. All work rules which are now in existence shall be reduced to writing and will be furnished to the Association and to affected employees. The Employer shall give the Association and employees no less than ten (10) calendar days written advance notice of the implementation of any new work rule.

**ARTICLE 13 – DISCIPLINE AND DISCHARGE**

13.1. **Disciplinary Action.** Disciplinary action may include, but will not be limited to, oral reprimand, written reprimand, placement on probation, demotion, reduction of pay by one step, suspension and discharge for just cause. To the extent that it is feasible, an oral reprimand will be given by a supervisor in a manner least likely to cause embarrassment of the nurse before other employees, patients or the public. A
grievance involving disciplinary action shall be filed first with the person who originated the disciplinary action.

13.2. Notice of Discharge. Whenever a proposed disciplinary action consists of the discharge of a nurse, then such nurse and the Association shall be entitled to fifteen (15) calendar days' written notice of such proposed action and the reasons therefore, and a written grievance may be filed within such fifteen (15) day period. Until the grievance procedure shall be terminated by a failure to process a grievance within the times provided or by a final decision, the discharge shall not take effect, but the nurse may be suspended pending final disposition of the grievance. Nurses who have passed their probationary periods shall not be discharged except upon good and sufficient cause. The employer and union will use certified mail, return receipt requested when mailing information to each other under this Article and Section.

13.3. Written Notice of Disciplinary Action. No oral or written reprimand or other disciplinary action shall result in an adverse entry in the personnel records of an employee unless written notice of such entry is delivered or mailed to the employee within ten (10) calendar days of the reprimand or other disciplinary action; and such employee shall have the right to a personal interview with the persons for such interview in writing within ten (10) calendar days from the receipt of the written notice. The employee shall have the right to be accompanied at the interview by a representative of the Association, and shall also have the right to have a written rebuttal to such adverse entry entered in the personnel records.

13.4. Notice of Right to Representation. The Hospital shall advise the nurse in advance if a requested meeting may result in disciplinary action. Where an investigatory meeting may lead to disciplinary action, the Hospital will inform the nurse that he/she may request to have another employee or Association representative present.

13.5. Employee Locator Systems. Nurses shall not be disciplined based solely upon data from the call light locator system or other employee locator tracking system.
Article 14 - REQUIREMENT TO MAINTAIN OREGON STATE BOARD OF NURSING
ISSUED LICENSE IN GOOD STANDING

14.1. Good Standing. As a condition of continued employment, all nurses in the
bargaining unit shall maintain their license from the Oregon State Board of Nursing
(“OSBN”) permitting such nurse to practice nursing in the State of Oregon in good
standing.

14.2. Notice of Restrictions or Limitations.

14.2.1. Each nurse subject to this Agreement has a duty to report any
OSBN imposed restriction on the nurse’s license to practice nursing in the State of
Oregon. The nurse shall report any such limitation in writing, to the Hospital within five
(5) calendar weekdays of the date of the receipt by the nurse or the nurse’s legal
representative of the limitation imposed by OSBN on the nurse. Failure to provide such
written notice to the Hospital within this five (5) calendar weekday period notification
shall be grounds for discipline and will permit the Hospital to place the nurse on an
unpaid suspension until the investigatory process has been completed.

14.2.2. The Hospital shall have no obligation to continue to employ any
nurse when OSBN imposed restrictions cannot be reasonably accommodated.

14.2.3. Any nurse who violates any restriction or limitations imposed by the
OSBN may be subject to discipline up to and including discharge.

14.3. Notice of Proposed Action. Any nurse who receives a formal Notice of Proposed
Action by the OSBN must provide a written copy of the OSBN notice to the Hospital
within five (5) calendar weekdays of the issuance and receipt by the nurse or the
nurse’s legal representative of such notice by the OSBN. Any failure to provide the
Hospital with a copy of such OSBN notice is grounds for discipline and may permit the
Hospital to place the nurse on an unpaid administrative leave until the OSBN and/or any
Hospital initiated investigation process has been completed.
14.4. **Right to Investigation.** In the event the Hospital becomes aware of any OSBN investigation of a nurse employed by the Hospital and/or a formal Notice of Proposed Action by the OSBN is issued to a nurse and the Hospital believes, in good faith, the investigation raises a question a nurse’s fitness for duty, the Hospital will promptly meet with such nurse and determine if a formal investigation by the Hospital is warranted. Such meeting shall occur within ten (10) calendar days of the Hospital becoming aware of allegations under investigation that raise a fitness for duty issue.

14.4.1. In the event that the Hospital determines it is necessary to conduct an independent investigation into matters under investigation by the OSBN. During the Hospital’s investigation, the nurse shall have no obligation to provide the Hospital with any document of any kind that is prohibited from being disclosed to the Hospital as a result of any state or federal law or court order, Administrative Law Judge order or a written notification from OSBN prohibiting such disclosure, provided, however, the prohibition against disclosure must expressly and specifically identify the Hospital, by name, as ineligible to receive the requested document(s). Any nurse who fails to cooperate with the Hospital’s investigation into a nurse’s fitness for duty may be placed on unpaid administrative leave for the remaining duration of the investigation or until the OSBN has issued a final order regarding any discipline to be imposed or until the Hospital determines during its investigation that the nurse has or has not violated Hospital policies and procedures and/or is otherwise fit or unfit to provide direct patient care to Hospital patients.

14.5. **Evaluation of Fitness for Duty.** If the Hospital has a good faith reason to believe that a nurse is mentally or physical impaired to the extent such impairment would reasonably impact the nurse’s ability to remain fit for duty to provide direct patient care, the Hospital will first meet with such nurse to outline the reasons for its concern. A union representative may be present if requested by the nurse. The meeting shall occur within ten (10) calendar days from the date upon which the Hospital becomes aware of such information. If the nurse is unavailable to meet with the Hospital during such ten (10) calendar day period of time because of permissible time off, the Hospital shall meet with the nurse as soon as reasonably practicable. If, as a result of such meeting, the Hospital believes there is a good faith question regarding the nurse’s ability to provide safe and effective direct patient care and/or that the nurse may be unfit for duty, the
Hospital may require such nurse to undergo a fitness for duty evaluation by a licensed medical provider, selected from a list to be mutually agreed upon by the parties. If a fitness for duty evaluation is required, the nurse shall be removed from the schedule and be placed on paid administrative leave for a period of up to fourteen (14) consecutive calendar days from the date the Hospital determines that a fitness for duty evaluation is required. This fourteen (14) calendar day period may be extended if a provider selected from the list described above is unavailable to conduct the required fitness for duty evaluation within the initial fourteen (14) calendar day period. The nurse shall fully cooperate with the requested fitness for duty evaluation including traveling to the location where the fitness for duty evaluation will occur and doing so within the fourteen (14) calendar day period described above. Failure to cooperate with this process may result in the nurse being placed on unpaid administrative leave as described in Section 14.4 of this Article.

14.6. The nurse shall be paid for all travel expenses and will be considered on paid time while traveling to and from such evaluation and during the time spent in the evaluation process itself.

14.6.1. If the fitness for duty evaluation in the opinion of the medical evaluator confirms a present physical or mental condition that reasonably prevents the nurse from providing safe and effective direct patient care or indicates the nurse is otherwise unfit for duty, the Hospital shall have the right to place such nurse on unpaid suspension or administrative leave until such time as the nurse is deemed by the same qualified medical provider to be fit for duty without restrictions or limitations. If the results of the fitness for duty evaluation reveal that the nurse does not have any present medical and/or mental condition which impedes or restricts the nurse’s ability to provide safe and efficient direct patient care, the nurse shall be paid for the time the nurse would have otherwise worked during his/her regular schedule but for the events leading to the Hospital’s request for a fitness for duty evaluation. Such payment shall include any and all compensation provided to the nurse as described above.

14.6.2. Any nurse who fails to cooperate fully in a fitness for duty evaluation by failing to attend such examination or by failing to provide any and all information and/or documents and/or releases to obtain all required information deemed
relevant by the medical professional to complete the fitness for duty evaluation may be subject to discipline up to and including termination for a failure unless prohibited from disclosure by law. The Hospital policy HR_3005 - Investigation and Reporting of Drug Diversion describes the standards and procedures to be used by the Hospital to determine when it is appropriate for the Hospital to request a nurse submit for a fitness for duty evaluation.

ARTICLE 15 – GRIEVANCE PROCEDURES

15.1. Definition. "Grievance" shall mean a complaint relating to the application, enforcement or interpretation of the terms and conditions of this Agreement.

15.2. Time Limits. Any time limits provided in this grievance procedure may be waived by mutual agreement of the parties. A failure by the Hospital to respond within the time limits provided or agreed upon shall be deemed a rejection of the grievance, and the grievance may be filed in the next step within the time provided from the date of rejection. A grievance may be terminated at any time upon receipt of a signed statement from the Association that the matter has been resolved; and a failure to submit or pursue the grievance in accordance with this procedure or with the time limits prescribed or agreed upon shall constitute an abandonment of the grievance.

15.3. Association and Nurse Participation. The Association shall receive copies of all grievance notices and shall be entitled to participate in all of the grievance procedures. The Association may elect to initiate or process a grievance even if the affected nurse fails to do so. The Association shall not be required to process any grievance which it believes lack sufficient merits.

15.4. Grievance Procedure. The steps of the grievance procedure shall be as follows:

15.4.1. After first attempting to resolve the grievance informally with the nurse's Nurse Manager, or designee, the nurse or Association may file a grievance in writing with the department head within fifteen (15) working days from the occurrence which is the subject of the grievance or from the time of the nurse's or Association knowledge of such occurrence. (Working days in this section exclude Saturday,
Sunday and holidays.) The written grievance shall contain a statement of the relevant facts, the nature of the grievance, and the relief or remedy requested.

15.4.2. Within five (5) working days of the receipt of the written grievance, the department head shall either respond in writing to the grievance or notify the Association and nurse in writing that the grievance has been referred to the Chief Human Resources Officer.

15.4.3. If the grievance remains unresolved by the department head's action, then within five (5) working days the Association may submit the grievance in writing to the Chief Human Resources Officer. The Chief Human Resources Officer will, within ten (10) calendar days of receipt of the grievance from the department head or the Association, conduct a conference with the affected parties for the purpose of resolving the grievance. A written response to the Association and nurse shall be made by the Chief Human Resources Officer within five (5) working days after the conference.

15.4.4. If the grievance is not resolved after the receipt of the written response from the Chief Human Resources Officer, then the Association may, within ten (10) working days thereafter, notify the Chief Human Resources Officer in writing of its desire to submit the matter to arbitration under the following procedures:

15.4.5. The Association and Hospital shall select one (1) arbitrator, but if they cannot agree upon an arbitrator within a period of ten (10) calendar days then either party may request a list of seven (7) arbitrators from the Oregon State Employment Relations Board (ERB) and the parties shall alternately strike one (1) name, the last name remaining shall be the arbitrator.

15.4.6. The arbitrator's fee shall be borne by the loser as determined by the arbitrator. Each party shall be responsible for the costs of presenting its case to arbitration.

15.4.7. No question, issue or matter shall be considered or decided in arbitration except those contained in the written grievance submitted to the Chief Human Resources Officer, or those contained in a written stipulation between the parties. The arbitrator shall have no authority to add to, modify or detract from this Agreement and may only consider the claim based upon specific provisions of this
Agreement. The arbitrator shall render his/her decision as soon as possible.

15.4.8. Either party may make a verbatim record of the arbitration proceeding, or both parties may share jointly the cost of making or transcribing such record.

15.4.9. If the grievance involves a proposed discharge of a nurse, then such nurse shall be entitled to have the arbitration procedure comply with constitutional due process, including the right to have an attorney present, cross-examine adverse witnesses and to present the witnesses and evidence on behalf of such nurse.

15.4.10. Decisions on all questions properly submitted to arbitration shall be final and binding upon the parties.

15.4.11. The grievant and one shop steward may be authorized by their immediate supervisor(s) to process a grievance without loss of regular pay, so long as such activity does not exceed two (2) hours per grievance. Under no circumstance will pay be granted for time when the employees would not have been scheduled to work nor for hours which result in overtime.

ARTICLE 16 – GENERAL PROVISIONS

16.1. **Discrimination.** The Hospital and Association agree to apply this Agreement equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, creed, sex, national origin, political affiliation or physical/mental handicap or condition, where such discrimination would violate federal and/or state laws; and they shall also not discriminate against any nurse on account of any labor-related activity which is lawful under the Public Employee Relations Act of the State of Oregon.

16.2. **Existing Conditions.** No nurse shall receive a reduction in pay or fringe benefits (including meal charges and pharmacy privileges) by reason of the negotiation and adoption of this Agreement.

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

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

ARTICLE 17 – SENIORITY

17.1. Breaks in Seniority. Seniority shall be broken and the employed relationship severed by:

17.1.1. Resignation, termination or retirement;

17.1.2. Absence due to lay-off for a period of twelve (12) months or more due to lack of work;

17.1.3. Failure of an employee on lay-off to report within ten (10) calendar days after date of mailing of a recall notice by certified mail, return receipt requested by the Employer to the employee's last known address;

17.1.4. Absence from work due to work related injury for a period of in excess of eighteen (18) months unless mutually extended in writing by the employer and the association; and
17.1.5. Absence of two (2) calendar days without notifying the Employer and providing a reason satisfactory to the Employer.

17.2. Seniority shall mean the length of continuous service with the Hospital in the bargaining unit. Seniority shall be determined by the date of entry to the bargaining unit, adjusted in accordance with Article 7, Section 7.2. Seniority for LPNs shall be determined by date of hire and job classification.

17.2.1. A nurse who has accepted or accepts employment in a position outside the scope of this Agreement, without a break in Hospital service, and who is later employed by the Hospital as a nurse hereunder, without a break in Hospital service, will thereafter be credited with his/her previously accrued seniority under this Agreement.

17.2.2. Length of service for any Hospital employee outside the bargaining unit shall continue to be recognized as service credit towards PTO, and retirement benefits when employed as a nurse hereunder.

17.3. Seniority Lists. The Hospital will post at least twice in a calendar year an updated seniority list which identifies the relative seniority of employees. Seniority lists will be posted at least thirty (30) calendar days in advance of their effective dates in January and July. If no objection to the accuracy of the list has been filed with the Department of Human Resources during the posting period, mistakes in the list discovered subsequently shall not result in back pay liability for the Hospital.

17.4. Posting of Vacancies. Vacancies or new positions shall be posted online at least seven (7) calendar days before such positions are filled. Each position posting shall specify; nursing unit, shift, classification, FTE (full-time equivalent), minimum educational requirements for the position and whether there is a standby/call requirement. Any nurse is eligible to apply for such opportunities and will be interviewed and considered. Ability, qualifications, experience and seniority will be considered in selection among applicants. The job posting for which any nurse is awarded a position, shall be retained in the employee’s personnel file.
17.4.1. The qualified senior nurse then employed will be given the first opportunity to fill the vacancy, except that such nurse must have equivalent or greater related experience/post-licensure related education and documentation that job performance standards have been met or exceeded compared to any other applicant then employed.

17.4.2. Based upon the availability of qualified applicants, selection to fill permanent vacancies shall be made and applicants shall be notified within four (4) weeks from the date of initial posting. The nurse selected shall be scheduled into the new position no greater than one (1) full posted work cycle following the date of the position award unless the current manager, new manager and nurse mutually agree to an alternative start date.

17.4.3. Notwithstanding any provision of this Article and/or any other provision of this Agreement to the contrary, it shall not be considered a violation of the parties labor agreement for the Hospital to have a transparent peer interview process to conduct nurse interviews for vacant positions, training opportunities or new positions. Upon qualifying for the peer review process, all qualified applicants will, upon request, receive an, outline of the topics to be addressed in the peer interview process. The peer interview process will be used as a significant component of the hiring process. When two (2) or more applicants have equal ability, qualifications and experience, seniority shall be the deciding factor. Recommendations by the peer interviewers regarding an applicants ability, qualifications and/or experience shall not be subject to challenge unless such decisions have been made in an arbitrary and capricious manner. Results of peer interviews, any scoring tools used, or other factors for weighting of applicants, including ability, qualifications and experience, as well as interviewers’ names, shall be made available to the Union staff representative upon request.

17.5. Layoff.

17.5.1. Layoffs, for purposes of this contract, are defined as layoffs anticipated to exceed thirty (30) consecutive calendar days in a work unit, or a permanent reduction in the work force, or in a specific work unit. Layoffs will occur in the following manner:
17.5.2. Once the Hospital determines a layoff is necessary, the Hospital will provide written notice of such anticipated layoff to the Oregon Nurses Association. Such written notice will contain the day(s) the layoff will occur, the approximate number of nurses to be laid off, the department(s) affected by the layoff, a list of the nurses anticipated to be laid off, and an offer to meet with Oregon Nurses Association representatives to discuss the impact on the bargaining unit of the anticipated layoff. Such meeting must occur within in ten (10) calendar days of the date the Hospital’s written layoff notice is provided to the Oregon Nurses Association.

17.5.3. Nurses selected for layoff will be provided written notice of such decision and will have five (5) calendar days after receipt of such notice to elect to bump the least senior nurse(s) in the bargaining unit or accept the layoff. A nurse who elects to bump into a position held by the least senior nurse must provide written notice of such decision to the Human Resources Department within five (5) calendar days of the receipt of the notice or such nurse will be laid off without any further bumping rights.

17.5.4. No nurse will be permitted to bump into another position unless such nurse has current appropriate documented competencies specific to the unit the nurse is bumping into and the nurse has all of the required current certifications for such unit.

17.5.5. The nurse bumping into a different unit must be able to demonstrate the required competencies within no more than three (3) shifts or the bump will be denied. If the nurse cannot successfully demonstrate the competencies within three (3) shifts, the nurse will be laid off without any additional bumping rights.

17.5.6. Subject to the above requirements, the most senior nurse designated to be laid off shall have first choice to select a position to bump into that is currently held by the least senior nurse(s) in the bargaining unit. Positions eligible to be bumped into shall only be the least senior position(s) in the bargaining unit (for example, if ten (10) nurses are to be laid off, the most senior nurse designated to be laid off may bump into any of the ten (10) least senior positions in the bargaining unit). Thereafter, the next most senior nurse selected for the layoff shall select the position to bump into and this process shall be repeated until all nurses designated for layoff who have
provided a timely notice to bump have selected a position or accepted the layoff.

17.5.7. All bumping decisions must be completed within seven (7) calendar days for all nurses impacted by the layoff decision. Any nurse not making a bumping decision within the seven (7) calendar day period will be laid off without any additional bumping rights.

17.5.8. If a laid off or displaced nurse is dissatisfied with the unit or shift selected during the bumping process, the laid off or bumped nurse will be given first consideration, subject to the peer review process, in filling a vacancy in the unit or on the shift of the nurse’s preference over less senior transfers or outside hires.

17.5.9. Recall. Subject to the provisions of Article 17, Section 17.1 above, nurses shall have reemployment rights in the reverse order of layoff. A nurse that is laid off will have priority over new hires for vacant positions provided such nurse meets the competency requirements for the specific unit as described above. Nurses outside the Hospital shall not be employed for a vacancy in a nursing unit where there is a nurse on the layoff list with the required experience and qualifications, subject the competency requirements for the specific unit, as described above. Reemployment will be offered by verbal and certified written notice and the nurse will have seventy-two (72) hours to respond to the offer upon receipt of the certified written notice, or forfeit all reemployment rights. It shall be the responsibility of the laid off nurse to provide the Human Resources Department with a current telephone number and address. Benefits and seniority will not accumulate during the period of the layoff.

17.6. Low Census Procedure. When patient census and acuity create a need to reduce nurse staffing after the schedule has been posted, individual nurses will be subject to call off pursuant to the following procedures. In the application of the factors described below relating to call off decisions, the primary considerations shall be the maintenance, at all times, of safe patient care, continuity of care by the nurse currently assigned to such activities, and the maintenance of adequate nursing staff to serve Hospital patients. The appropriate mix of skill sets, certifications required to care for the immediate patient census and continuity of nursing care will be evaluated and determined by Nursing Leadership.
17.6.1. Low census call offs may occur for a portion of a scheduled shift (including a decision to delay the start time of a previously scheduled nurse) or for the entire scheduled shift. Nurses who are designated to be called off by Nursing Leadership will be provided notice of such call off no less than one (1) hour in advance of the nurse’s scheduled shift by way of a documented telephone call or acknowledged text to the telephone number provided by the nurse to Nursing Leadership. Employees may utilized Paid Time Off (PTO) at the employee’s discretion for all low census hours.

17.6.2. After evaluation of the factors described above, nurse call offs shall occur in the following manner:

17.6.2.1. The nurse to be called off shall be any nurse scheduled to work or actually working overtime or premium shifts;

17.6.2.2. If permitted by the terms of the Agreement between the Hospital and the agency or traveler nurse, agency, traveler or locum tenens shall be the first nurses called off under this procedure. If the Hospital is required to continue to pay agency traveler or locum tenens nurses even if such individuals are called off, such nurses will not be called off pursuant to these procedures but neither shall they displace a nurse working their regularly scheduled and positioned hours;

17.6.2.3. The Hospital shall continue to maintain a Hospital wide list of volunteers which will be updated no less than once per quarter. Nurses who have signed the volunteer call off list will be called off next.

17.6.2.4. Gray matter nurses shall be next called off;

17.6.2.5. Next in order priority shall be per diem nurses;

17.6.2.6. Next in the order of call off priority shall be regular part time and/or regular full time nurses based on the following criteria:

17.6.3. It is agreed and understood that in the event two (2) or more nurses are in the same category regarding the priority of call offs, once consideration of the nurses necessary skill mix, certifications, and continuity of patient care have been
considered and two (2) or more nurses are considered equal under this evaluation, the
call off decision will be made by seniority in the bargaining unit excluding on duty charge
nurses. The selection of the nurse to be sent home due to low census shall not be
subject to a grievance unless the House supervisor/manager making the decision fails
to follow the procedures described above and/or such decision is made by the manager
in an arbitrary or capricious fashion.

17.6.4. Low census hours, in the aggregate, shall not exceed twenty-four
(24) hours per pay period. Call off from a shift other than a nurse’s regularly scheduled
and positioned hours shall not count toward these maximums. Nurses may choose to
exceed these individual maximums. If all nurses on the unit have reached the maximum
of twenty-four (24) hours per pay period, the low census call off priority will follow the
above (17.6.2) criteria again. Low census hours will be tracked on each unit and it is the
Nurse’s responsibility to accurately log their low census hours. Nurses may volunteer to
rotate out of turn.

17.7. Floating Procedures. When census fluctuations occur in a specific unit in the
Hospital, nurses scheduled in the unit/department with low patient census may be
required to float to a unit with high (or higher) patient census. The paramount
consideration in such staffing adjustments will be the requirement for providing safe
patient care at all times. Additional considerations include, continuity of care by the
nurse assigned to specific patients, and adequate nursing staff to provide the required
level of care.

17.7.1. It is recognized by the parties that individual nurses have different
skill sets and certifications which must be appropriately mixed by supervisors, managers
and charge nurses to successfully maintain safe patient care at all times. To that end,
the hospital agrees to establish floating guidelines and competencies with input from
Unit Based Practice Councils to maximize staff cross training effectiveness. Final
determination of competency requirements will lie with Nursing Leadership.

17.7.2. The parties agree and understand that the policy at Bay Area
Hospital is that all nursing staff may be required to float to units outside their regularly
assigned department or floating tier. If the nurse is floated outside their tier, the nurse
will be partnered with a tier competent nurse to work together in a joint assignment (Team Nursing). All such assignment of nursing care shall be consistent with licensure requirements for registered professional nurses in Oregon.

17.7.3. Floating criteria used by supervisors, managers and charge RNs will be as follows:

a. The continuity of patient care within a shift;
b. Skill sets, including float tier competency;
c. Certifications and competencies required by the staffing plan for the float designation; and
d. Patient acuity and intensity considerations.

17.7.4. Floating will first be fulfilled by the float staff, then by volunteers. In the event of insufficient float pool staff or volunteers seniority will determine which qualified nurse will be required to float to a specific unit. Displacement of nurses on duty with current assignments is not permitted unless that nurse is to be called off for low census.

17.7.5. Nurses who are floated in accordance with this Section shall arrive at the designated unit in a timely manner and conduct themselves in accordance with Bay Area Hospital Behavioral Standards and expectations. Such nurses shall be prepared to discuss their patient assignments with the charge RN on arrival in the unit. The charge RN will confer with the nurse who floated into the unit and provide support throughout the shift. The charge RN will ascertain the skill level and certifications of the float nurse (in a candid fashion but non-threatening) if the skill and certification levels of the floated nurse are not known to the charge RN responsible for the unit. If a nurse is floating to a unit on a first time basis a care partner RN will be assigned to assist the nurse floated into the unit for orientation purposes.

17.7.6. Upon completion of the Bridge Program and assumption of a staff position a newly licensed nurse shall not be required to float outside their floating tier for up to three (3) months in order to afford the nurse the opportunity to solidify his or her skills within the nurse’s positioned unit/department. Bridge Nurses hired into the float pool will be constrained to their floating tier for the same period of time. Similarly, an experienced nurse who is new to a specialty unit/department and has just completed a
specialty training program shall be exempt from floating for up to three (3) months from
the time the nurse is scheduled in the unit/department, provided a specific specialty
procedure or competency learning opportunity is anticipated to occur during the nurse’s
shift.

17.7.7. Nurses shall receive float assignments commensurate with their tier
training, skills, competencies and the patient populations to which they have been
oriented. At a minimum, nurses assigned to float and assume a primary patient care
assignment will have previously received float tier training and standard orientation to
the unit. If a nurse at any time during the float assignment process determines in his or
her professional judgment that the nurse does not have the skills or experience required
for the assignment, the nurse will have the opportunity to raise the issue with the PCS
Supervisor or Nursing Leadership. In that situation, another nurse who has received
sufficient orientation may be floated, or the assignment may be modified to better match
the skill set of the nurses on the unit and create a safe patient assignment. Floating
hours will be tracked on each unit and are the responsibility of the individual nurse.
Floating off the unit will be kept at a maximum of twenty-four (24) hours a pay period. If
all nurses on the unit have reached the floating maximum of twenty-four (24) hours per
pay period, the floating priority will follow the above criteria again. Individual nurses may
volunteer to float out of turn or to exceed these maximums.

17.7.8. Nurses outside the Float Pool may be oriented to additional floating
tiers with the nurse’s consent (or by mutual agreement to schedule orientation above
the nurse’s positioned hours (FTE)). The nurse shall be entitled to additional orientation
prior to a primary patient care assignment if the nurse has not been oriented or worked
in the unit/department for a period of one (1) year or no longer meets the floating tier
requirements for the unit. For purposes of this orientation please refer to Float Pool
Tier orientation guidelines.

17.8. **Float Pool.** The hospital shall maintain a float pool in order to minimize requests
for staff to float from their regularly assigned units/departments. Float pool nurses shall
be required to achieve and maintain competency, skills and certifications required to
work within their Floating Tier as described below and will be provided with the training
and education to do so. The intent is to provide base unit staff with support while
establishing realistic expectations for staff floating into the department in order to
maximize patient and staff safety.

17.8.1. Tier 1: Floating among MCU, PSU and APU. (Please see
exclusions and base competencies in guidelines)

17.8.2. Tier 2: Floating among Tier 1 departments plus REU, Pediatrics,
Low acuity ER and FBC (Please see exclusions and base competencies in guidelines)

17.8.3. Tier 3: Floating among Tier 1 and 2 departments plus ICU and ER
(Please see exclusions and base competencies in guidelines)

17.9. Training Opportunities. Training opportunities that are not intended to result in a
position award and are outside an assigned nursing unit/department will be offered by
the manager in an email to PCS RN, with a copy sent to the ONA representative
outlining the training opportunity available and the timeline to express interest. Ability,
qualifications and experience will be objectively considered in selection among the
nurses expressing an interest. In-unit opportunities shall be communicated to all nurses
on an assigned nursing unit/department.

ARTICLE 18 – UNION OFFICES

18.1. Statewide or National Union Office. Up to two (2) bargaining unit RNs who hold
statewide or national Union office shall be entitled to up to twelve (12) scheduled work
days release time per year from scheduled work to fulfill their Union responsibilities.
The Hospital must receive written notification of the individual bargaining unit nurses
who are elected or appointed to such statewide or national union office within thirty (30)
calendar days of such appointment or election. In order to qualify for such release time,
the nurse must provide the Hospital with a minimum of thirty (30) calendar days’ notice
of the request for such release time. In the event another nurse in the bargaining unit
has previously arranged to be off work for the same period of time pursuant to the
Hospital’s normal policies, the nurse elected to statewide or national office and such
nurse shall confer to determine which nurse shall be entitled to the time off if the
Hospital cannot grant the request of both employees to be off at the same time. Once
advance notice is granted for such requested release, such release time shall be subject to the same requirements for rescission by the Hospital that currently exists for rescission of granted but untaken paid time off. The nurses elected or appointed to statewide or national office shall provide the Hospital with a list of anticipated meeting dates for the current calendar year by January 31st of such year. It is understood that some meeting dates may be tentative in nature and that others may be added at a later date. The nurses shall promptly inform the Hospital, in writing, of any revised or added meeting dates.

18.2. Local Union Office. Bargaining unit nurse representatives, as designated by the Association, shall be compensated for time spent engaged in union activity on behalf of bargaining unit members from the ONA PTO Fund as described below. Nurse Representatives may be selected from any of the work units represented by the Association. The Nurse Representative shall notify his/her immediate supervisor prior to performing permitted Nurse Representative duties during a regularly scheduled shift. If, in the supervisor’s discretion, the permitted activity would interfere with the work of the Nurse Representative or other employees, the Nurse Representative will arrange with the responsible supervisor(s) for a mutually satisfactory time to perform the requested activity.

18.2.1. Each year, for the second payroll period in September, the Hospital shall deduct one (1) hour from the earned PTO bank of each bargaining unit member employed by the Hospital in a benefited position and place the hours into the ONA PTO Fund along with any voluntarily donated PTO hours. This ONA PTO Fund shall be maintained by the Hospital as a bookkeeping account and the PTO hours deposited into such Fund shall be distributed as described below.

18.2.2. Bargaining unit nurses may voluntarily donate PTO to the ONA PTO Fund. Donations shall be in no less than one (1) hour increments. A mutually agreed PTO donation form, which may be the same or similar to the current PTO request form used by the Hospital, must be signed by the donor authorizing the transfer of hours.

18.2.3. The ONA PTO Fund shall be distributed to Nurse Representatives’ PTO banks upon written request and authorization from an authorized union officer but
in no event will it exceed the amount available in the ONA PTO Fund. Such request shall specify by name the Nurse Representative who should be credited the PTO and the number of hours to be transferred by the Hospital to the Nurse Representatives’ PTO account. Such transfers shall occur by the next payroll period and shall be reflected on the recipient’s paycheck stub.

18.2.4. The ONA PTO Fund shall be utilized for contract negotiation and/or contract administration as authorized by the bargaining unit leadership at the union’s discretion. The Hospital shall supply to the union a written balance and accounting of donated PTO and transfers quarterly and upon written request at other times. ONA PTO Fund hours shall be paid to the recipient regardless of any difference in pay rates. Any PTO hours remaining in the Fund shall carry forward from year to year.

ARTICLE 19 – LABOR MANAGEMENT PARTNERSHIP

19.1. The essence of the BAH/ONA Labor-Management Partnership is communication, cooperation, involvement, pursuit of excellence, and accountability by all. Excellent organizational performance can only be achieved when everyone places an emphasis on benefiting of all Bay Area Hospital. Employees throughout the organization must have the opportunity to be involved in decisions and take actions to improve performance and better address patient needs. Together we must ensure employees, at all levels in the organization, have the skills, knowledge, information, opportunity, and authority to make sound decisions and perform effectively. Engaged and involved employees will be highly committed to their work and contribute fully to the success of the Hospital and the improved health of our patients.

19.2. In an atmosphere of open communications, we can achieve our common goals of organizational success and a secure, challenging, and personally rewarding work environment for each employee. With this Agreement, the parties jointly initiate a partnership designed to increase employee understanding and participate, learning opportunities, and professional development.

19.3. The Labor-Management Partnership is an advisory committee created to provide a forum for regular, ongoing communication between the ONA and the Hospital.
regarding issues of mutual interest. Topics for discussion may include working conditions, and other issues affecting employees in the bargaining unit, including but not limited to exploration of questions arising out of language in the negotiated agreement, as well as employee concerns not covered in the agreement. It will also be a forum for joint initiatives to improve communication, quality of care, efficiency, customer service, employee and patient safety, staff skills and career development.

19.4. The recommendations of the Labor-Management Partnership to BAH Senior Management and the membership of the ONA Bargaining Unit are not intended to replace the collective bargaining process or the grievance procedure that is outlined in Article 15 of this Agreement. It is expected that increased communication and cooperation will reduce the need for formal grievances. It is also not intended to supplant the Professional Nursing Care Committee (PNCC) or Safety/EOC Committees of the Hospital. Issues that are determined to be within the purview of these committees will be referred to them for study and recommendations.

19.5. The Partnership will consist of an equal number of representatives from Hospital Management and the ONA. The ONA membership on the Partnership will consist of ONA representatives selected by the employees of the ONA Bargaining Unit. The Labor-Management Partnership is considered a Hospital committee and employees will be paid for time spent in committee meetings, as mutually agreed upon by both parties, and all hours paid for service on this committee will be deemed straight time hours, and will not be used to qualify the employee for overtime under any provision of this agreement.

19.6. Employee participation on the committee is voluntary. Since the benefit of this committee will result from improved communications, thoughtful problem-solving, and increased cooperation between the parties, the ONA and the Hospital each agree to ensure that its representatives act on a spirit of good faith. The committee will develop procedures for carrying out their charge.

**ARTICLE 20 – DURATION AND TERMINATION**

20.1. This Agreement constitutes the sole written agreement between the parties and
shall be effective upon its ratification by both parties. This Agreement shall remain in full force and effect through and including December 31, 2021. Thereafter, this Agreement shall be renewed automatically from year to year unless one party shall notify the other, in writing, no later than one hundred fifty (150) calendar days prior to the expiration date of intent to modify or terminate this Agreement.

20.2. Whenever such written notice is given as provided herein, this Agreement shall remain in full force and effect during the period of negotiation. The parties agree to meet to commence the negotiation process no later than September 30, 2021.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of __________

BAY AREA HOSPITAL

By: [Signature]
Dated: 8/15/19

OREGON NURSES ASSOCIATION

By: [Signature]
Dated: 8/13/19

By: [Signature]
Dated: 8/13/19

By: [Signature]
Dated: 8/13/19

By: [Signature]
Dated: 8/15/19

By: [Signature]
Dated: 8/19/19

Dianne McCauley, RN
Dated: 3-1-19
SIDE LETTER OF AGREEMENT
between
BAY AREA HOSPITAL
and
OREGON NURSES ASSOCIATION

Success Sharing Program

This Side Letter of Agreement is entered into between Bay Area Hospital (hereinafter referred to as the “Hospital”) and the Oregon Nurses (hereinafter referred to as the “Union”) for the purpose of confirming the parties’ understanding regarding the implementation of a success sharing program applicable to bargaining unit nurses.

Nothing contained in the parties’ Collective Bargaining Agreement (“CBA”) shall preclude the Hospital from implementing, in its sole discretion, a success sharing bonus program to provide additional compensation including but not limited to bonuses over and above the provisions of the CBA. Such success sharing program(s) or the absence thereof, are not subject to any other provision of the CBA, including but not limited to the grievance and arbitration provisions of the CBA. The Hospital may implement, modify or terminate this success sharing program and such modifications, termination or implementation of any of the success sharing program shall not be deemed a violation of this Agreement and/or a violation of any provision of the Oregon Public Employee Collective Bargaining Act, as is now in effect or may be in effect at the time of such changes. Any Hospital decision to implement, modify or end any success sharing program which is not subject to the CBA shall not create any obligation by the Hospital to bargain with the Union regarding the effects of any such decision to implement, modify or terminate such program.
This Side Letter of Agreement shall be deemed a part of and incorporated into the terms
and provisions of the CBA currently in effect between the parties, and shall remain in
effect and be added as a Side Letter of Agreement incorporated into the terms and
provisions of the CBA which will become effective on or after January 1, 2019.

BAY AREA HOSPITAL

By: [Signature]
Dated: 8/5/19

OREGON NURSES ASSOCIATION

By: [Signature]
Dated: 8/5/19
SIDE LETTER OF AGREEMENT

between

BAY AREA HOSPITAL

and

OREGON NURSES ASSOCIATION

RN Bridge Internship Program

This Side Letter of Agreement is entered into between Bay Area Hospital (hereinafter referred to as the "Hospital") and the Oregon Nurses Association Inc. (hereinafter referred to as the "Union") for the purpose of confirming the parties' understanding regarding the implementation of a RN Bridge Internship Program applicable to bargaining unit nurses.

The Hospital's decision to implement, modify or end the Nurse Intern Program shall not create any obligation by the Hospital to bargain with the Union regarding the effects of any such decision to implement, modify or terminate such program, as long as the terms of the intern program comply with all parts of the CBA with the exceptions stated in this side letter of agreement.

To facilitate the learning experience, Hospital and Union agree that for the 12 month duration, the selected participants who work under a 12/36 work rule shall participate in up to 4 additional hours per work week not subject to the overtime language of ONA-BAH CBA Article 6 Section 6.3.1 to be used for education purposes only and not for direct patient care.
This Side Letter of Agreement shall be deemed a part of and incorporated into the terms and provisions of the CBA currently in effect between the parties, and shall remain in effect and be added as a Side Letter of Agreement incorporated into the terms and provisions of the current CBA.

BAY AREA HOSPITAL

By: [Signature]

Dated: 8/15/19

OREGON NURSES ASSOCIATION

By: [Signature]

Dated: 8/19/19
SIDE LETTER OF AGREEMENT

between

BAY AREA HOSPITAL

and

OREGON NURSES ASSOCIATION

This Side Letter of Agreement is entered into between Bay Area Hospital (hereinafter referred to as the “Hospital”) and the Oregon Nurses Association (hereinafter referred to as the “Union”).

Whereas the parties agree that low census cancellations allow the Hospital to decrease staff, providing flexibility in staffing to match the fluctuating census and;

Whereas the parties recognize that low census cancellations have a negative impact on the employee who cannot rely on a predictable amount of hours worked and;

Whereas the parties agree that employees who are not able to work their positioned hours due to low census should not be further harmed by the practice;

Therefore, the parties do hereby agree to the following:

- The Hospital will implement a system for tracking low census (cancelled) hours no later than July 1, 2019.

- The Union may, no earlier than July 1, 2020, demand to bargain over the impact of low census hours on nursing staff.

- The Hospital will provide any information requested by the Union in order to prepare for impact bargaining.

- The bargaining process shall focus on whether PTO may be accrued on hours when a nurse was cancelled due to low census at the Hospital’s request.
• The parties’ bargaining rights and obligations shall be as follows: The Hospital shall agree to meet on a minimum of five (5) occasions during the allotted 90-day period. At the conclusion of the 90-day period, unless the parties agree otherwise in writing, bargaining over the issue shall be deemed to be at an impasse and the Employer shall have the right to implement the terms of its last proposal.

This Side Letter of Agreement shall be deemed a part of and incorporated into the terms and provisions of the current collective bargaining agreement.

BAY AREA HOSPITAL

By: [Signature]
Dated: 8/15/19

OREGON NURSES ASSOCIATION

By: [Signature]
Dated: 8/19/19
SIDE LETTER OF AGREEMENT

between

BAY AREA HOSPITAL

and

OREGON NURSES ASSOCIATION

This Side Letter of Agreement is entered into between Bay Area Hospital (hereinafter referred to as the "Hospital") and the Oregon Nurses Association (hereinafter referred to as the "Union").

In order to ensure that all currently employed nurses are on the wage step that appropriately reflects their years of experience in accordance with Article 11, Section 11.2, there shall be a one (1) time step appeal period during the thirty (30) calendar day period immediately following ratification of the Agreement. Nurses who notify the Hospital within this thirty (30) calendar day appeal period will be required to provide documentation of their work history. Nurses who provide documentation showing that they have prior experience that has not been accounted for in their wage step placement shall be moved to the step that appropriately reflects their years of experience effective the first full pay period following the completion of the appeal process. There will be no retro payment based on step placement due to the appeal process. Full or partial denial of an appeal may be subject to the grievance process.

This Side Letter of Agreement shall be deemed a part of and incorporated into the terms and provisions of the current collective bargaining agreement.

BAY AREA HOSPITAL

By: [Signature]

Dated: 8/15/19

OREGON NURSES ASSOCIATION

By: [Signature]

Dated: 8/19/19
SIDE LETTER OF AGREEMENT
between
BAY AREA HOSPITAL
and
OREGON NURSES ASSOCIATION

This Side Letter of Agreement is entered into between Bay Area Hospital (hereinafter referred to as the “Hospital”) and the Oregon Nurses Association (hereinafter referred to as the “Union”) for the purpose of confirming the parties understanding regarding the implementation of an Extra Shift Pay Program applicable to bargaining unit nurses.

The Extra Shift Pay Program is designed to encourage nurses to proactively agree to work beyond their regular staffing (FTE) commitment when there is a shortage of previously committed nurses to adequately fill a work schedule.

Part-time and full-time nurses are added to the schedule according to their FTE status.

For the purpose of extra shift pay as outlined in this side letter, on-call/per diem nurses must be scheduled for a minimum of four (4) shifts before being eligible for Extra Shift Pay.

To be eligible for extra shift pay in any pay period, a nurse must work the nurse’s regularly scheduled shifts; EXCEPTIONS:

1. PTO which has been scheduled and approved in advance of the posting period will not disqualify a nurse from extra shift pay.

2. If a nurse is placed on low census in the pay period during which they had signed up for an extra shift, they will receive the extra shift pay even though they haven’t met their regularly scheduled hours for extra shift hours actually worked.

3. If a nurse’s FTE status is reduced and/or changes to on-call status, the nurse will only be eligible to receive the extra shift premium pay only for extra shifts worked after the completion of thirteen (13) full pay periods following the nurse’s FTE reduction or change in status.
The Extra Shift Pay Program is for a designated shift posted as an “Extra Shift” opening on the schedule and for those shifts that open unexpectedly and are filled on short notice. It does not apply to shift trades arranged between nurses.

1. Shift commitments made during the sign-up period: The shift commitment sign-up period will occur monthly between the 6th and the 12th of the month. A nurse who commits to (via written communication) and is assigned hours beyond the nurse's normal FTE commitment (or 4 shifts in a month for an on-call nurse) between the 6th and 12th of the month will receive a premium of $12 per hour worked. The $12 extra shift premium expires at midnight on the 12th of the month.

2. Shift Commitments Made After the sign-up period: A nurse who commits to (via written communication) and is assigned hours beyond the nurse's normal FTE commitment (or 4 shifts in a month for an on-call nurse) after the shift commitment sign-up period will receive $8 per hour for extra shifts committed to/worked. $8 premium shifts will be awarded to the first nurse who agrees to work the extra shift that has the competencies and skills needed.

3. It is recognized that the Hospital will schedule such extra shifts based on management’s assessment of patient acuity, available nursing skills, cost of services and seniority in the same manner as low census call offs under Article 17, Section 17.6. While scheduling decisions are subject to the grievance procedure of the contract, the remedy for a mis-assignment shall not be retroactive pay unless there are egregious or capricious mitigating circumstances raised during the grievance process.

4. Extra shift premium differential paid under this Program when a nurse works beyond his/her normal FTE will not be included in the nurse’s regular rate for purposes of calculating overtime and will be paid in addition to earnings at the regular rate of pay once overtime has been calculated. It is understood the premium applies regardless of whether the hours worked under the Program constitute a full regular “shift,” so long as the nurse works the hours assigned under the Program.
5. Premium pay only applies to “worked” hours.

6. A nurse who is scheduled for a premium shift and calls in sick on a regularly scheduled shift, will have the premium shift converted to a regular shift.

The Hospital and Union commits to the Extra Shift Pay Program described above. Should either party determine that this program needs to be altered or discontinued, they shall notify the other party of their desire to bargain over the impact. No less than thirty (30) calendar days’ notice shall be provided prior to entering into impact bargaining. The parties’ bargaining rights and obligations shall be as follows: The Hospital shall agree to meet on a minimum of five (5) occasions during the allotted ninety (90) calendar day period. At the conclusion of the ninety (90) calendar day period, unless the parties agree otherwise in writing, bargaining over the proposed alternation or discontinuation of the Extra Shift Pay Program shall be deemed to be at an impasse and the Hospital shall have the right to implement the terms of its last proposal.

This Side Letter of Agreement shall be deemed a part of and incorporated into the terms and provisions of the CBA currently in effect between the parties, and shall remain in effect and be added as a Side Letter of Agreement incorporated into the terms and provisions of the current CBA.

BAY AREA HOSPITAL

By: [Signature]

Dated: 8/15/19

OREGON NURSES ASSOCIATION

By: [Signature]

Dated: 8/19/19
CONTRACT RECEIPT FORM
(Please fill out neatly and completely.)
Return to Oregon Nurses Association,
18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498
or by Fax 503-293-0013.
Thank you.

Your Name: _____________________________________________

I certify that I have received a copy of the ONA Collective
Bargaining Agreement with Bay Area Hospital March 4, 2019
through December 31, 2021.

Signature: _____________________________________________

Today’s Date: ________________

Your Mailing Address ______________________________________

_________________________________________________________

_________________________________________________________

Home Phone: __________________ Work Phone: ________________

Email: _________________________________________________

Unit: ____________

Shift: ______________