AGREEMENT

between

BAY AREA HOSPITAL

and

OREGON NURSES ASSOCIATION

August 5, 2022 through June 30, 2024
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BAY AREA HOSPITAL

and

OREGON NURSES ASSOCIATION

AGREEMENT

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

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.

1.1. Section 1 – 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.

1.2. Section 2 – Association Membership.

Association membership is voluntary.

1.3. Section 3 – Provisions.

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

1.3.1. Quarterly List.

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 Monthly List.
A monthly list of newly hired nurses with the same information and names of terminated nurses.

1.4. Section 4 – Association Membership Dues.
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.

1.5. Section 5– Indemnify and Hold.
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.

1.6. Section 6 - 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.

1.7. Section 7 – 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.

1.8. **Section 8 – 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.

1.9. **Section 9 – 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. **Section 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. **Section 2 – Regular Benefited 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. **Section 3 – Regular Benefitted 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. **Section 4 – Regular Non-Benefited Part-Time.**

A non-benefited part-time nurse is a member of the bargaining unit employed on a regular schedule up to (40) 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.

2.5. **Section 5 – PRN.**

A PRN (Pro Re Nata: Latin for “as needed”) or 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.
2.5.1. PRN Nurse Benefits.

Nurses who are classified as PRN 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.

2.5.2. PRN Nurse Status.

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.

2.5.3. Review of PRN Nurse Hours.

At the Associations’ request, a review of PRN hours worked in any particular department shall be made. In the event such review demonstrates per diem PRN 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.

2.6. Section 6 – 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.

2.6.1. Bargaining Unit Nurses.

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.

2.7. Section 7 – 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 PRN 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:

2.7.1. Application and Appointment.

The employee must apply to the director or manager for whom the nurse wishes to work as a Gray Matters Program employee. 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 it is agreed that it is in the Hospital's best interest to do so. All Gray Matters appointments must be reviewed and approved by the Chief
Nursing Officer and Chief Human Resources Officer. On the Gray Matters Program application, the nurse and the manager shall specify limitations if any; special schedules and/or other conditions on the position applied for. 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. 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.

2.7.2. 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.

2.7.3. Hours of Work.
With respect to Article 6 – Hours of Work – below, Gray Matters
Program nurses have no regular schedule and will work “as needed"
based on specifications agreed in the application. 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 PRN nurses. This may include
coverage for meetings, meal relief or other short-term assignments.
Payment shall be for all hours actually worked.

2.7.4. 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.

2.7.5. Wages.
With respect to Article 11 – 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 PRN
nurses.

2.7.6. 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.
2.8. **Section 8 – Charge Nurse.**

A Charge Nurse is defined as a Nurse who is assigned charge nurse duties by the appropriate hospital manager. Preference will be given to regular nurses who are competent and willing to perform the duties of charge nurse. Should there be no regular nurses competent or willing a competent PRN or contract nurse may be assigned charge nurse duties.

2.9. **Section 9 – Travelers/Agency/Locum Tenens/Temporary/Nurse.**

A nurse who is not employed by the Hospital working on contract for a short term. The Hospital is committed to staff its facility by recruiting and hiring nurses for authorized positions. Traveler/Agency/Locum Tenens/Temporary nurses will be utilized only when the Hospital is unable to meet patient care needs by providing adequate qualified staff through its own resources.

ARTICLE 3 – HOSPITAL’S LEGAL AND MANAGERIAL FUNCTIONS

3.1. **Section 1 – Acknowledgement.**

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. Section 2 – Rights and Prerogatives.

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. Section 1 – Professional Nursing Care Committee (PNCC).

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. The PNCC may from time-to-time request reasonable and relevant information from the Hospital to aid in its performance of this function.

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. Section 2 – Hospital Nurse Staffing Committee (HNSC).

4.2.1 Compliance.

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

4.2.2 Oregon’s Staffing Law.

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 Staffing Request and Documentation Form.

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 accordingly, nurses are obligated to notify the charge nurse or PCS hospital supervisor of additional resource needs at the time the need arises. If the resource need is not resolved than the nurse would contact the clinical manager. A Staffing Request and Documentation Form (“SRDF”) will
be completed by the requesting nurse. SRDF’s will be reviewed by the Nurse Staffing Committee.

4.2.4 Training.
On an annual basis the HNSC shall participate in training to ensure that all members are educated on current Oregon staffing law. The HNSC co-chairs shall identify the training and arrange for it to be provided to the HNSC members during an HNSC meeting at the Hospital’s expense.

4.3. Section 3 – Unit Based Practice Councils (UBPC).

4.3.1 Unit Responsibilities.
Each unit is responsible for maintaining a UBPC which shall consist of staff nurses, other unit staff and management representatives in appropriate proportion to the number of nurses and other staff on the unit. Staff nurse representatives shall be selected by nurses on the unit in accordance with the UBPC’s charter. A staff nurse and the unit manager shall serve as co-chairs of each UBPC. All nursing staff members will have access and input to agendas and decisions, meetings will be open to all nurses and the time and location of meetings shall be posted and meeting minutes made available to them. Decisions/recommendations made by a UBPC must be in compliance with the current Agreement, statutory regulations, and hospital policy and procedure. In the event that the association is unable to staff the specified number of members for the committee, decision making authority reverts back to the unit manager.

4.3.2 UBPC Member.
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 Standards for Membership.

UBPC’s shall be responsible for making recommendations and performing functions including but not limited to:

4.3.3.1 Unit goals related to practice;

4.3.3.2 The development of an appropriate orientation for new nurses on the unit and nurses floating into the unit;

4.3.3.3 The development of a draft unit staffing plan which shall be submitted to the Hospital Nurse Staffing Committee (HNSC);

4.3.3.4 Establishment of a charter that includes a process for selecting members who will represent all nursing staff and that contains parameters for length of members, rotation or members, and a decision-making process; and

4.3.3.5 Other tasks agreed to or assigned by the Hospital.

ARTICLE 5 – PROFESSIONAL DEVELOPMENT

5.1 Section 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 Section 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 Reimbursement.

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 Compensation.

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 Section 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.

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 Actual Amount.

The actual amount of the yearly funds is calculated each July as follows:

\[
\text{Yearly Funds} = (\# \text{ of RNs in ONA Bargaining Unit on June 30}) \times (24 \text{ Hours}) \times (\text{Average Productive Wage on June 30}) + \$25,000.
\]

5.3.3 Individual Allocation.

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 will not exceed the Yearly Funds amount.

5.3.4 Fiscal Year.

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.

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 Reimbursement.

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 Section 4 – Technology and Equipment.

The Hospital is committed to ensuring that nurses have access to
appropriate training for any new technology or equipment adopted for use by
nurses.
5.5 **Section 5 – 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.

5.6 **Section 6 – 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 (1) year’s educational leave, the nurse shall be granted a similar position to the one held immediately prior to the start of the leave.

5.7 **Section 7 – 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.

5.8 **Section 8 – Nurse Residency Program.**
The Hospital’s decision to implement, modify or end the Nurse Residency 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 twelve (12) month duration of the program, the selected participants who work under a twelve/thirty-six (12/36) work rule shall participate in up to four (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.

ARTICLE 6 – HOURS OF WORK

6.1 Section 1 – Workday/Payroll Period/Breaks.

The workday referred to in this article shall be defined as the twenty-four (24)-hour 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.

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.

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

<table>
<thead>
<tr>
<th>Hours Worked</th>
<th>Paid Break</th>
<th>Unpaid Meal Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-6 hrs</td>
<td>1</td>
<td>None</td>
</tr>
<tr>
<td>6 hrs 1 min-10 hrs</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>10 hrs 1 min-13 hrs 59 mins</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>14 hrs</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>More than 14 hrs</td>
<td>4</td>
<td>2</td>
</tr>
</tbody>
</table>

6.1.1.2 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 (1) rest break with the meal break will be allowed when mutually agreed upon.
6.2 Section 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 Written Mutual Agreement.

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.

6.2.5 Pattern Scheduling System.

If RNs in a department would like to request the creation/deletion of a pattern scheduling system, fifty percent (50%) of staff nurses must submit a written request to the Department manager. The Department manager will have 30 days from the written request to initiate addressing the creation of a pattern scheduling system, using the method below:

6.2.5.1 Each RN will select and submit their top three (3) schedule choices by requested date from manager. Any RN that does not submit choices by requested date, herein foregoes participation in pattern selection.

6.2.5.2 The unit manager or designee develops at least one (1) pattern schedule (based on seniority preference and with nurses identified on the pattern/schedule) on which the unit may vote.

6.2.5.3 Once approved by manager and majority vote of the nurses on the unit, the selected pattern shall be implemented within two (2) pay periods.
6.2.6 System.

Any such system will adequately address, at a minimum:

6.2.6.1 Scheduling that is as predictable and regular as possible with regard to the days of the week to be scheduled and worked over the course of a pay period or a scheduling period.

6.2.6.2 A method to adapt any pattern schedule to meet changing patient and operational needs, including a method for the nurse manager to adjust the pattern/schedule on a case-by-case basis. See section 6.1.1. Pattern schedules may be changed based on unit needs.

6.2.6.3 Charge Nurses may also have a pattern or predictable schedule template, separate from staff nurse patterns, that meets the leadership needs of the unit.

6.2.6.4 Delete Pattern Scheduling.

If the nurses vote to delete a pattern scheduling system, the pattern will continue until the end of the current schedule.

6.3 Section 3 – Work Schedules.

Work schedules for each month shall be posted on or before fifteen (15) days prior to the applicable six (6) week schedule period (or other timeline designated by unit). The fifteenth (15th) of the month. Requests for scheduled time off must be submitted by the nurse twenty five (25) days prior to the start of the pattern schedule period or 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. Pattern Work Schedules. Regularly scheduled nurses shall be scheduled their pattern schedules, including weekend(s), unless the nurse consents to a modified pattern schedule following a request by the Hospital or as described herein. When business operations necessitate a deviation from a nurse’s pattern schedule,
the following shall apply: Nurses must be consulted about any altered pattern assignment. The Hospital may assign the regular nurses to work a modified pattern schedule by (1) first seeking volunteers and then, (2) assignment on a rotational basis among qualified nurses by seniority and skillset per selected shift and unit beginning with the least senior regularly scheduled nurse(s). A nurse may choose to volunteer for multiple rotations.

6.4 Section 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. Full-time and part-time nurses shall not be scheduled to work more than six (6) weekend shifts in a scheduling period (including standby) except as otherwise provided in this Article. Nurses requested to work additional weekend shifts shall be paid at the rate of one and one-half (1 ½) the straight-time hourly rate for work performed. A weekend for the purpose of this Article shall be defined as Friday, 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 Written Request.

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.

6.4.2 Alternative Schedules.

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 ½) provisions.

6.5 **Section 5 – Overtime Authorization.**
Overtime must be properly authorized by the immediate supervisor.

6.6 **Section 6 – Partial Shift/Unscheduled Shift.**
Nurses who are directed to work only a portion of the straight time shift shall be paid one (1) hour in excess of actual time worked. Partial shifts include hospital requested late starts and mandatory call offs during a shift.

6.6.1 Compensation.
Any regular full-time nurse or regular part time nurse requested to work an unscheduled full or partial shift within twenty-four (24) 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.

6.7 **Section 7 – 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.

6.8 **Section 8 – 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.

6.9 **Section 9 – 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.

6.10 Section 10 – Standby.

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 twenty four (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.

6.11 Section 11 – Overtime and Work Schedule Waivers.

Nurses may be afforded the opportunity to work flexible hours and have the ability to swap shifts by waiving contractual (but not statutory) overtime or premium pay by mutual written consent between the nurse and the nurse manager for up to ninety (90) day periods. 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 with beginning and end dates not to exceed ninety (90) days. 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, on or before the end date, 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 – LEAVE.

7.1 Section 1 – Extended Leave.
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 Section 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 Section 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 Section 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 (3)-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 Section 5 – Leave for Health.

Leaves for health may be approved for up to six (6) months.

7.5.1 Workers’ Compensation.

Nurses off work as a result of a compensable workers’ compensation claim shall continue to accrue seniority credit as provided under Article 17 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’ compensation 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 Section 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 **Section 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 **Section 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 **Section 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 Notification of Death.

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 OFLA Requirements.

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 Bereavement Pay.

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 Advance Notification.

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 **Section 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 **Section 11 – Court Witnesses.**

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.

7.11.1 Hospital Subpoena.

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.
7.11.2 Personal Subpoena.
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.

7.11.3 Chief Human Resources Officer.
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 Section 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 Section 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 Section 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 Section 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. Section 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. **Section 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. **Section 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. **Section 4 – Eligible Hours.**
PTO is accrued on all 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. **Section 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. **Section 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.

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8.7. **Section 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.

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8.8. **Section 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 workdays. 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. **Section 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. **Section 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. **Section 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. **Section 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. **Section 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.


Nurses who are required to work on any of the following actual holidays will be paid at one and one-half (1 ½) 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 ½) 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. Section 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. Section 16 – PTO Cash Out.
Benefitted nurses may request PTO cash out twice (2 times) a year by
following the procedures of 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. Section 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. Amount Accrued.
The amount of accrued extended sick leave will be listed on the
employee's paycheck.

8.17.2. Extended Sick Leave Benefit.
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. Section 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.

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.
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 Section 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: 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 Section 2 – Benefit Eligibility.

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 Section 3 – 2022 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, 2022. For eligible bargaining unit employees who participate in the BAHSIMP plan, such employees will pay the following monthly amounts for such insurance:

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### Dental

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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 Section 4 – 2023 Health Insurance Plans.
For 2023 eligible bargaining unit employees who participate in the BAHSIMP plan, such employees will pay the following monthly amounts for such insurance:

**Medical & RX**

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**Dental**

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1 **Vision**

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2 **Total**

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

4 **9.5 Section 5 – 2024 Health Insurance Plans.**

5 For 2024 eligible bargaining unit employees who participate in the BAHSIMP plan, such employees will pay the following monthly amounts for such insurance:
### 1 Medical & RX

#### Full-time (70+)

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#### Part-time (40-69.9 hrs)

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### 2 Dental

#### Full-time (70+) and Part-time (40 – 69.9 hrs)

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### 3 Vision

#### Full-time (70+) and Part-time (40 – 69.9 hrs)

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### Section 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 Section 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 Section 8 – Provisions.

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 Section 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 Retiree Coverage.

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 10 – Section 125 Plan.
Employees may pay their portion of the monthly health insurance premium
with pretax dollars through The Hospital’s Section 125 plan.

9.11 Section 11 – Retirement Plan.
The Hospital shall continue to provide the current retirement plan paid by the
Hospital.

9.12 Section 12 – Tax Sheltered Retirement Plan.
The Tax-sheltered retirement plan shall continue in effect at the Hospital.

9.13 Section 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 Emergency Treatment.
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 Section 14 – Bargaining Unit Classification.

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.

9.15 Section 15 – Per diem Classification.

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.
9.16 **Section 16 – On-Call or Part Time Classification.**
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.

9.17 **Section 17 – Full Time Employee.**
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.

9.18 **Section 18 – Affordable Care Act.**
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.

9.19 **Section 19 – Quarantine Time Loss.**
In the event a nurse is required by the Hospital to quarantine after a workplace exposure to a communicable disease, and the nurse is unable to
perform other work consistent with the quarantine order, the nurse will be
permitted to supplement workers' compensation benefits (if any) with
accrued Extended Sick Leave (ESL) benefits without first completing the
twenty-four (24)-hour waiting period. Nurses that do not have enough PTO or
ESL to cover the normal two weeks of quarantine may borrow up to forty (40)
hours of PTO to be borrowed from future accruals. Non-benefitted nurses
may use Oregon Sick Leave during the quarantine period.

ARTICLE 10 – BENEFIT REVIEW COMMITTEE

10.1 Section 1 – Committee Composition.
The Hospital and the Association agree, subject to and effective upon
approval by the UFCW and Teamsters bargaining units, as follows:

10.2 Section 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.
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.
The benefits review committee membership, as outlined above, shall take
effect upon ratification by the last Union participating.
10.3 Section 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 Section 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 Section 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 **Section 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 Agreement.

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 Selection of the Arbitrator.

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 Decision Criteria.

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 Hearing.

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 Plan.

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 Section 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 April 24, 2022, Increase the wage rates for all RN classifications contained in the labor agreement by five dollars ($5.00) per hour.
Effective April 24, 2022, Increase the wage rates for all RN classifications:

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Nurses will also be paid a ratification bonus per the chart below, prorated by length of employment since January 1, 2022 and by current FTE, and grossed-up to cover the impact of FICA withholding:

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<td>0.39 and below</td>
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Effective July 3, 2022: Increase the wage rates for all classifications contained in the labor agreement by four percent (4%) per hour.

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Effective the first full pay period following July 1, 2023: Increase the wage rates for all classifications contained in the labor agreement by the greater of two percent (2%) or the twelve (12) month non-seasonal adjusted CPI-W index as of the June reporting period, not to exceed four percent (4%).

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Effective April 24, 2022, Increase the wage rates for all LPN classifications contained in the labor agreement by three dollars ($3.00) per hour.

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Nurses will also be paid a ratification bonus per the chart below, prorated by length of employment since January 1, 2022 and by current FTE, and grossed-up to cover the impact of FICA withholding:

<table>
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<tr>
<td>0.39 and below</td>
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Effective July 3, 2022: Increase the wage rates for all LPN classifications contained in the labor agreement by four percent (4%) per hour.

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Effective the first full pay period following July 1, 2023: Increase the wage rates for all LPN classifications contained in the labor agreement by the greater of two percent (2%) or the twelve (12) month non-seasonal adjusted CPI-W index as of the June reporting period, not to exceed four percent (4%).

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11.2 Section 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 Section 3 – Shift Differential.

11.3.1 Eligibility.

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 and the night shift differential shall be five dollars ($5.00) per hour. Effective April 24, 2022, the evening shift differential shall be two dollars ($2.00) per hour and the night shift differential shall be five dollars and fifty cents ($5.50) per hour. Effective July 3, 2022, the evening shift differential shall be two dollars and fifty cents ($2.50) per hour and the night shift differential shall be six dollars ($6.00) per hour.

11.4 Section 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. Effective April 24, 2022, the weekend differential will be two dollars ($2.00) per hour. Effective July 3, 2022, the weekend differential will be two dollars and fifty cents ($2.50) per hour.

11.5 Section 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 one dollar ($1.00) 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.
11.6 Section 6 – Standby/On Call.

The following standby/on call compensation policies shall apply:

11.6.1 Scheduled Standby.

All nurses scheduled for standby shall be paid five dollars ($5.00) per hour for scheduled standby, regardless of hours worked if called back to work while on standby and other compensation received during the scheduled standby period. Effective July 3, 2022, all nurses scheduled for standby shall be paid five dollars and twenty-five cents ($5.25) per hour, for scheduled standby, regardless of hours worked if called back to work while on standby and other compensation received during the scheduled standby period.

11.6.2 Mandated Call.

Nurses in areas with mandated call, effective the first full pay period following January 1, 2021, 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 (80) 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.

11.6.3 Actually Worked Time.

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.
11.6.4 Second Call.

A nurse not scheduled for standby, but who agrees to work on a second call will be compensated at two (2) 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.

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.

11.6.5 Call-back.

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

11.6.6 Standby.

A nurse shall not be scheduled standby on the nurse’s scheduled day off without the nurse’s voluntary written consent.

11.6.7 Standby/On-Call.

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.

11.6.8 Call-back.
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 Section 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 Section 8 – Charge Nurse.
The Charge Nurse premium will be three dollars ($3.00) per hour for all hours
assigned as Charge Nurse. Effective April 24, 2022, the Charge Nurse
premium will be three dollars and fifty cents ($3.50) 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 (1) nurse shall be
assigned as a charge nurse in any unit at the same time.

11.9 Section 9 – Promotion of Part-Time Nurses.
Regular part time nurses shall receive consideration for promotional
advancement.

11.10 Section 10 – Home Health and MOMS.
11.10.1 Transportation Reimbursement.
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 Section 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 Section 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 Section 13 – BSN Pay.

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 one dollar ($1.00) per hour added to the nurse’s straight-time hourly rate of pay.

11.14 Section 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 Section 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 Section 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.

11.17 Section 17 – Float Pool Pay.
Any nurse working in the float pool shall receive an additional two dollars and seventy-five cents ($2.75) per hour.

11.18 Section 18 – Rest Between Shifts.
Nurses who are called in to work will be afforded an opportunity for adequate rest at a minimum of ten (10) hours before reporting to work for their next scheduled shift. If the Hospital cannot provide for the full ten (10) hours of rest, the nurse will be paid time and a half for all hours worked on his or her scheduled shift following the hours actually worked due to call; however, such time and a half premium will not be combined with any other time and a half or incentive premium.
ARTICLE 12 – WORK RULES

12.1 Section 1 – Performance of the Functions and Services.

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 Section 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 Section 2 – Performance Improvement Plan.

Performance improvement plans are not disciplinary actions. The goal of a performance improvement plan is to provide a tool to enable a nurse to develop skills and/or improve performance in a constructive, non-punitive setting. Performance improvement plans will outline job requirements, performance expectations, and objectives. The Hospital will seek input from
the nurse in the development of a plan, but the parties acknowledge that the
Hospital has the right to determine when to implement a plan and to decide
on the terms set forth in the development of the plan. If a plan is in place and
there is a significant change in the nurse’s workload or assignment, the nurse
may request an adjustment to the plan to address the changed
circumstances.

13.3 Section 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; if the employee was not
already interviewed as part of the disciplinary process, the employee may
request an interview with the decision-maker within ten (10) calendar days
from 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 Section 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 at the
investigatory meeting. The Association shall provide the Hospital with a list
identifying their authorized representatives, which list shall be regularly
updated. It is the nurse’s responsibility to arrange the appearance of a
representative at the investigatory meeting. The names of available
representatives will be shared by the Hospital with the nurse to facilitate
timely scheduling of the meeting.
13.5 **Section 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.

13.6 **Section 6 – Suspensions Pending Investigation.**
A nurse suspended pending investigation will be placed on paid administrative leave until the investigation is complete and a determination of appropriate discipline is made and communicated to the nurse and the Association- not to exceed five (5) calendar days. Once the investigation is complete appropriate discipline, if warranted, will be administered.

13.7 **Section 7 – Disciplinary Record.**
A nurse will have the opportunity to have a statement included in his or her personnel file within thirty (30) calendar days after the administration of a disciplinary action.

13.8 **Section 8 – Exit Interviews.**
Nurses terminating employment with the Hospital will be offered an exit interview. Nurses changing departments may request an exit interview. Exit interviews will be offered and/or requested of through Human Resources. Exit interviews will be attended by a Human Resources representative or others as designated.

**ARTICLE 14 - REQUIREMENT TO MAINTAIN OREGON STATE BOARD OF NURSING ISSUED LICENSE IN GOOD STANDING**

14.1 **Section 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 **Section 2 – Notice of Restrictions or Limitations.**
14.2.1 Subject to this agreement.
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 Reasonable Accommodation.

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

14.2.3 Violation.

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

14.3 Section 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 Section 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 Independent Investigation.

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 Section 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 Section 6 – Travel Expenses.

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 Fitness for Duty Evaluation.

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 Failure to cooperate.

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 Section 1 – Definition.

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

15.2 Section 2 – Time Limits.

Any time limits provided in this grievance procedure may be waived by
mutual written 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 written 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 Section 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 Section 4 – Grievance Procedure.

The steps of the grievance procedure shall be as follows:

15.4.1 Written Grievance.

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 and assigned HR
Representative within fourteen (14) working fifteen (15) calendar 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. 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 Schedule a Conference.

Within seven (7) calendar days of the receipt of the written grievance,
the department head and HR representative shall schedule a
conference with the grievant(s) and then respond in writing within
fourteen (14) calendar days of the conference or notify the Association
and nurse in writing that the grievance has been referred to the Chief
Human Resources Officer (CHRO). The purpose of conducting a
conference with the affected parties is to discuss and seek resolution
of the grievance. If the response is untimely, the grievance will be
considered automatically elevated to the next step in the process.
15.4.3 Submit Grievance to Chief Human Resources Officer.
If the grievance remains unresolved by previous action, then within
seven (7) calendar days the Association may submit the grievance in
writing to the Chief Human Resources Officer. The Chief Human
Resources Officer will, within fourteen (14) calendar days of receipt of
the grievance from the department head or the Association, schedule
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 fourteen (14)
calendar days after the conference.

15.4.4 Submit to Arbitration.
If the grievance is not resolved after the receipt of the written response
from the Chief Human Resources Officer, then the Association may,
within fourteen (14) calendar 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 Selection of Arbitrator.
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 Arbitrator Fee.
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 Arbitrator Decision.
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 Transcribing the Arbitration.
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 Discharge of a Nurse.
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.
Decisions on all questions properly submitted to arbitration shall be final and binding upon the parties.

15.4.11 Authorization.
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 Section 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 Section 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 Section 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 Section 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.

16.5 Section 5 – Workplace Violence.
ONA commits to support and participate in the Hospital’s Workplace Violence
Prevention Committee (WVPC) and support statewide mandated workplace
safety legislation. Upon any incident of physical assault upon an employee,
the Hospital shall offer to support the employee in reporting the incident to
the police. Upon request and to the extent permitted under applicable state
and federal law, an employee affected by an incident of workplace violence
will be permitted to view documented evidence of the event.

ARTICLE 17 – SENIORITY

17.1 Section 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 **Section 2 – Continuous Service.**

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 **Scope of Agreement.**

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.**

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 **Section 3 – Seniority Lists.**

The Hospital will post at least twice (2) 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 **Section 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, pattern schedule (if applicable), 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 Seniority.

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 Notification.

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 Transparency.

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 applicant’s 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 Section 5 – Layoff.

17.5.1 Layoffs.

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 Written Notice.

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 ten (10) calendar days of the date the Hospital’s written layoff notice is provided to the Oregon Nurses Association.

17.5.3 Bumping.

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 Documentation.

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 Competencies.

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 Seniority.

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 Bumping Timeline.

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 Unit or Shift Selection.
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 to 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 Section 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.

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 utilize Paid Time Off (PTO) at the employee’s discretion for all low census hours. A nurse shall not be required to be on standby/on-call when called off for low census but may choose to be on standby/on-call should the Hospital request it.

17.6.2 Order of Call Offs.

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. 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 Selection of the Nurse.
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.
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 Section 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. Whenever possible, based 
on these considerations, a traveler/agency/locum tenens/temporary nurse 
will be requested to float prior to PRN, Gray Matters, or Regular nurses.

17.7.1 Within their Group.

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. Whenever possible nurses will be floated 
within their Group.

17.7.2 Outside Units.

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 Group . All such assignment 
of nursing care shall be consistent with licensure requirements for 
registered professional nurses in Oregon.

17.7.3 Floating criteria.

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 Group 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 within a Group.
Floating within a Group will first be fulfilled by the float staff, then by volunteers. In the event of insufficient float pool staff or volunteers, floating assignments shall be rotated among all nurses in a group. Nurses in a Group who are required to float will do so beginning in reverse seniority order. Once a nurse has floated (either voluntarily or by assignment), that nurse shall go to the bottom of the list and not be required to float until all other nurses in the Group and who are working that shift have floated. Exceptions to the floating order may be made if the floating assignment requires specific skills or abilities that the nurse whose turn it is to float does not possess. 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 Floating Responsibilities.
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 Nurse Residency Program.
Upon completion of the Nurse Residency Program and assumption of a staff position a newly licensed nurse shall not be floated 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. Nurse Residency Nurses hired into the float pool will be constrained to their floating Group 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.

17.7.7 Group Training.
Nurses shall receive float assignments commensurate with their Group training, skills, competencies and the patient populations to which they have been oriented. At a minimum, nurses who float and assume a primary patient care assignment will have previously received float Group 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 Consent.

Nurses outside the Float Pool may be oriented to additional floating Groups with the nurse’s consent (or by mutual agreement to schedule orientation above the nurse’s positioned hours (FTE)). Nurses who obtain and maintain competencies in addition to those of their assigned Group, sufficient to take a regular patient assignment in another Group, will be entitled to receive an annual float competency bonus of five hundred dollars ($500) for each additional group competency. In order to be eligible for such bonus the nurse must accept all floating assignments offered pursuant to the previsions of this article. The bonus will be paid annually and prorated based upon the number of months to which the nurse was competent during the year. To be considered competent a nurse would need an annual competency evaluation.

17.7.9 Helping Hands RN.

the capacity of a nurse who is floating to assist a clinical department by performing tasks that he/she is competent to perform. The Helping Hands RN does not assume a full patient assignment in this capacity, and works under the direction of the Charge Nurse or designee.

17.8 Section 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 Group 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. Scheduled Charge nurses will not be floated within a group on the day they are working as Charge.

17.8.1 Group 1.

Floating among MCU, PSU and IMCU
17.8.2 Inclusive Groups.

All other units shall constitute their own inclusive Groups within their own float pool resource.

17.8.2.1 Group 2: ER
17.8.2.2 Group 3: ICU
17.8.2.3 Group 4: FBC
17.8.2.4 Group 5: APU

17.8.3 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 Section 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 Section 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 ONA PTO Fund.
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.

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 Distribution.

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 Utilization.

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 Section 1 – BAH/ONA Labor-Management Partnership.

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 Section 2 – Communication.
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 Section 3 – Advisory Committee.
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 Section 4 – Recommendations.
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 Section 5 – Representatives.
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. Partnership meetings will occur as necessary, but at least
quarterly. Management will make reasonable efforts to accommodate nurse’s
attendance at these meetings. Agendas will be developed jointly. Meeting
minutes shall be taken. Draft minutes shall be reviewed and approved by
majority vote of the partnership members and final, approved minutes shall
be provided to all members.

19.6 Section 6 – Employee Participation.
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 – SUCCESSORSHIP
The Hospital desires to maintain its long-established Union-Employer status and as
such, in the event of any sale, acquisition or transfer of its operations shall
encourage any successor to continue such relationship to the extent permitted and
governed by Oregon law. The Hospital will inform any prospective transferee of the 
operations or facilities covered by this Agreement of the existence of this 
Agreement, and will likewise inform ONA in advance of any transfer of the 
operations or facilities covered by this Agreement.

ARTICLE 21 – DURATION AND TERMINATION

21.1 Section 1 – Sole Written Agreement.

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 June 30, 2024. 
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.

21.2 Section 2 – Written Notice.

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 
March 31, 2024.
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of August 5, 2022 through June 30, 2024.

BAY AREA HOSPITAL

Brian Moore
BAH Representative

Clay England
BAH Representative

OREGON NURSES ASSOCIATION

Misha Hernandez
ONA Labor Representative

Alexander L. Johnson
ONA Representative

Allison Herbert
ONA Representative

Gary Salcedo
ONA Representative

Harry Brown
ONA Representative

Jennifer Martin
ONA Representative

Ling Mork
ONA Representative

Meg Steele
ONA Representative

Rachel Beissel
ONA Representative

Susan Sefers
ONA Representative
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 bonus programs applicable to bargaining unit nurses.

Nothing contained in the parties’ Collective Bargaining Agreement (“CBA”) shall preclude the Hospital from implementing, in its sole discretion, bonus programs to provide additional compensation including but not limited to bonuses over and above the provisions of the CBA. Such bonus 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 bonus programs 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 bonus 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. However, the Hospital will promptly notify the Union prior to implementing any bonus program and will at that time provide the Union with the rationale for the program. Nothing in this agreement will permit the Hospital to change the negotiated wages and benefits set forth in the parties CBA without first bargaining with the Union.

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 August 1,
2022.

BAY AREA HOSPITAL

Brian Moore
President and CEO

OREGON NURSES ASSOCIATION

Misha Hernandez
Labor Representative

Date

2022-Aug-15 | 3:54 PM PDT

Date

2022-Aug-16 | 9:40 AM PDT
SIDE LETTER OF AGREEMENT – EXTRA SHIFT PAY PROGRAM

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 sixth (6th) and the twelfth (12th) of the month. A nurse who commits to (via written communication) and is assigned hours beyond the nurse’s normal FTE commitment (or four (4) shifts in a month for an on-call nurse) between the sixth (6th) and twelfth (12th) of the month will receive a premium of twelve dollars ($12) per hour worked. The twelve dollar ($12) extra shift premium expires at midnight on the twelfth (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 four (4) shifts in a month for an on-call nurse) after the shift commitment sign-up period will receive eight dollar ($8) per hour for extra shifts committed to/worked. The eight dollar ($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

Brian Moore
President and CEO

OREGON NURSES ASSOCIATION

Misha Hernandez
Labor Representative

2022-Aug-15 | 3:54 PM PDT
Date

2022-Aug-16 | 9:40 AM PDT
Date
SIDE LETTER OF AGREEMENT – FBC
between
BAY AREA HOSPITAL
and
OREGON NURSES ASSOCIATION

This Side Letter of Agreement is entered into between Bay Area Hospital (hereinafter referred to as “Employer” and/or “Hospital”) and the Oregon Nurses Association (hereinafter referred to as “ONA” or the “Union”). In order to evaluate the impacts on Hospital operations of not floating nurses to and from the Family Birth Center (“FBC”), the Parties agree to the following terms as part of a pilot program lasting six (6) months from the effective date of this Letter of Agreement:

The parties agree and understand that all terms and conditions of the existing labor agreement will apply to all ONA represented bargaining unit employees. In the event of any inconsistency between the terms of this Side Letter of Agreement and the terms of parties’ existing Collective Bargaining Agreement (CBA) effective at the time this Side Agreement is entered into regarding wages, hours, and benefits for bargaining unit members, the terms of this Side Letter of Agreement shall be deemed controlling. These terms and conditions are subject to bargaining in the ongoing negotiations for any successor Collective Bargaining Agreement.

The parties agree to the following:

1. The implementation of the program is dependent on agreement of at least fifty percent (50%) of FBC nurses by a survey administered by management.

2. If agreed to, the FBC shall, for the duration of the pilot program, operate as a “closed unit,” meaning that no nurses will be required to float to the FBC from other units or Groups within the Hospital, and no nurse assigned to the FBC will be required to float to another unit or Group within the Hospital.

3. In the two weeks prior to the expiration of the pilot program, the Parties will meet to assess the impacts of operating the FBC as a closed unit on Hospital operations, including but not limited to impacts on the operations of the FBC.
and on the operations of other units and Groups within the Hospital. Nothing in this agreement prevents the Parties from meeting more frequently to review and discuss the impacts of the pilot program.

4. Upon the written agreement of both parties, the pilot program may be discontinued at any time prior to its planned six (6) month duration.

5. Upon the written agreement of both parties, and upon at least fifty percent (50%) agreement of FBC nurses, the FBC may continue to operate as a closed unit beyond the duration of the six-month pilot program. Absent such written agreement, upon the completion of the six-month pilot program the FBC will no longer operate as a closed unit, and FBC nurses may be required to float to other units or Groups within the Hospital, and nurses from other units or Groups may be required to float to FBC, pursuant to the floating procedures set forth in the Parties’ collective bargaining agreement.

Additional Terms

1. All FBC nurses in the bargaining unit including full-time, part-time and PRN nurses will be considered part of the closed unit.

2. Nurses wishing to volunteer to float outside the unit to obtain additional hours or in times of low census may be considered after all volunteers in non-closed units have been floated first, regardless of seniority.

3. Call hours as a direct result of the FBC being a closed unit will not be impacted.

4. FBC schedule will be drafted by designated scheduler, approved by unit manager.

5. Draft schedule is posted twenty (20) days prior to the start of the schedule.
6. Master schedule is posted fifteen (15) days prior to the start of the schedule, with available call circles/skill needs.

7. Open call circles will be filled first by volunteers.

8. In the event that there are no volunteers, open call circles will be assigned by unit manager in four (4) hour increments; this will be done based on skill needs and then by reverse seniority. This will be posted ten (10) days prior to start of schedule with no more than twelve (12) hours assigned call per nurse.

9. When a nurse is scheduled, and in period of low-census when a standby nurse is needed, a nurse cannot decline such call.

This Side Letter of Agreement shall be incorporated into the terms and provisions of the CBA currently in effect between the parties, and shall remain in effect subject to the terms outlined above.

BAY AREA HOSPITAL

OREGON NURSES ASSOCIATION

Brian Moore  
President and CEO

Misha Hernandez  
Labor Representative

Date  
2022-Aug-15 | 3:54 PM PDT  
2022-Aug-16 | 9:40 AM PDT
SIDLE LETTER OF AGREEMENT – OR STANDBY AND CALLBACK

between

BAY AREA HOSPITAL

and

OREGON NURSES ASSOCIATION

This Side Letter of Agreement is entered into between Bay Area Hospital
(hereinafter referred to as “Employer” and/or “Hospital”) and the Oregon Nurses
Association (hereinafter referred to as “ONA” or the “Union”). In order to evaluate
the impacts on covering call shift for nurses that call off due to sickness in the
Operating Room “OR”, the Parties agree to the following terms as part of a pilot
program lasting six (6) months from the effective date of this Letter of Agreement:

The parties agree and understand that all terms and conditions of the existing labor
agreement will apply to all ONA represented bargaining unit employees. In the
event of any inconsistency between the terms of this Side Letter of Agreement and
the terms of parties’ existing Collective Bargaining Agreement (CBA) effective at the
time this Side Agreement is entered into regarding wages, hours, and benefits for
bargaining unit members, the terms of this Side Letter of Agreement shall be
deemed controlling. These terms and conditions are subject to bargaining in the
ongoing negotiations for any successor Collective Bargaining Agreement.

The parties agree to the following:

1. The OR Sick Call Incentive Pilot Program is designed to reward nurses for
   covering “Sick Call” in the Operating Room.

2. Sick Call is when a Nurse in the OR who is not on a scheduled standby is
   asked to cover a standby shift for another nurse who calls out unexpectedly
   due to their own illness or that of a family member.

3. Nurses who agree to cover a Sick Call standby shift shall receive standby
   pay at the rate of eight dollars ($8.00) per hour for the covered call shift.
4. Nurses who agree to cover a Sick Call standby and are called back to work will be compensated at two (2) times the straight-time hourly rate of pay for a minimum of three (3) hours.

5. The incentive 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 standby or callback rates under one provision of this labor agreement, they shall not be counted as hours worked under the same or any other provision of this agreement.

6. Upon the written agreement of both parties, the pilot program may be discontinued at any time prior to its planned six (6) month duration.

7. Upon the written agreement of both parties, the OR may continue to offer the Sick Call standby and callback incentive beyond the duration of the six-month pilot program. Absent such written agreement, upon the completion of the six-month pilot program the sick call standby and callback incentive will be discontinued.

This Side Letter of Agreement shall be incorporated into the terms and provisions of the CBA currently in effect between the parties, and shall remain in effect subject to the terms outlined above.

BAY AREA HOSPITAL

Brian Moore
President and CEO

OREGON NURSES ASSOCIATION

Misha Hernandez
Labor Representative

2022-Aug-15 | 3:54 PM PDT
Date

2022-Aug-16 | 9:40 AM PDT
Date
SIDE LETTER OF AGREEMENT – EDUCATION FUNDS

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, Article 5.3.1 (line 20-22) of the 2019-2021 Agreement states “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.”

and;

Whereas, the parties recognize the limitations of Workday in tracking both expenses and hours against the yearly allocation of education funds;

Therefore, the parties have reached the following Agreement, which shall be effective February 1, 2021;

“Prior to the beginning of each fiscal year, each nurse will have the opportunity to designate the percentile of their annual education funds (twenty-five percent (25%), fifteen percent (50%) or seventy-five percent (75%)) they would like allocated to being reimbursement for missing hours as wages for education hours. This selection cannot be changed during the year. Nurses not choosing to allocate a percentage of education funds to hours’ reimbursement will be defaulted to education fund being allocated to expenses only.
The parties further agree that wages for hours missed for virtual education will now be eligible for reimbursement. All other eligibility requirements and condition for reimbursing educational hours will remain the same.

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

[Signature]
Brian Moore
President and CEO

OREGON NURSES ASSOCIATION

[Signature]
Misha Hernandez
Labor Representative

2022-Aug-15 | 3:54 PM PDT
Date

2022-Aug-16 | 9:40 AM PDT
Date
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 FOR August 5, 2022 through June 30, 2024.

Signature: __________________________________________

Today's Date: ________________________________

Mailing Address: _______________________________________

____________________________________________________

____________________________________________________

Home Phone: ___________________ Work Phone: ___________________

Email: ________________________________________________

Unit: ___________________ Shift: ___________________