PROFESSIONAL AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

GOOD SHEPHERD MEDICAL CENTER

Effective March 1, 2019 through February 28, 2021
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PROFESSIONAL AGREEMENT

This Agreement is between the Oregon Nurses Association, herein called the
"Association," and the Good Shepherd Medical Center, herein called the "Hospital."

WITNESSETH

The intention of the Agreement is to formalize a mutually agreed-upon and
understandable working relationship between the Hospital and the Association with
respect to wages, hours of service, general conditions of employment and
communication, to the end that the dedicated common objective of superior patient care
may be harmoniously obtained and consistently maintained.

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

ARTICLE 1 – DEFINITIONS

Section 1.1 "Nurse" is defined as a Registered Nurse or Licensed Practical Nurse
employed in the Hospital, Good Shepherd Home Health, VJM Hospice and Personal
Home Care.

Section 1.2 "Continuous Employment" is defined as the performance of all hours of
employment assigned the nurse, recognizing authorized time off, Hospital Convenience
days, on call days and low census standby days.

Section 1.3 "Regular Full-Time Nurse" is defined as one who has satisfactorily
completed the trial period and who is normally scheduled to work thirty-five (35) hours
or more per week, recognizing that PTO, jury duty, HC and LCSB days are time worked
for purposes of defining employment status.

Section 1.4 "Regular Part-Time Nurse" is defined as one who has satisfactorily
completed the trial period and who is regularly scheduled to work less than thirty-five
(35) hours per week.

Section 1.5 "Temporary Nurse" is defined as one who is hired for a specific period of
time for PTO relief or other specific temporary relief. Temporary nurses who are
employed in excess of three (3) consecutive months shall be deemed regular
employees and shall be entitled to fringe benefits as recognized by this Agreement, 
commencing with the beginning of the next calendar month.

Section 1.6 “Per Diem Nurse” is defined as a nurse who typically is scheduled two shifts 
per month to cover short-term absences and unanticipated daily workload increases, 
and who is otherwise on a call list available to work on a reasonable basis, including 
weekends and holidays. A Per Diem nurse shall receive a fifteen percent (15%) 
differential of their straight time pay in lieu of all benefits except holiday pay and pro rata 
Oregon Sick Leave for all hours worked. A Per Diem nurse must be scheduled to work 
at least ninety-six (96) hours, excluding education and in-service hours, every six (6) 
months to retain status as a Per Diem nurse, three (3) shifts shall be on a weekend or 
night shift. Low census days shall count as days worked for purposes of this section. 
Whenever the Hospital is unable to schedule a Per Diem nurse, this requirement may 
be waived by the Hospital. A Per-Diem nurse shall be expected to be scheduled and/or 
work at least one (1) major holiday and one (1) minor holiday per year. Thanksgiving 
Day, Christmas Eve, Christmas Day, and New Year’s Day are “major” holidays. 
Memorial Day, Independence Day and Labor Day are “minor” holidays.

Section 1.7 “Shift Charge Nurse” is defined as a registered nurse who is temporarily 
assigned responsibility for coordinating patient care for the nursing unit by assigning 
and supervising work to be done by personnel with equivalent or less training, 
experience, or skills. Shift Charge Nurse role may be assigned by the nurse manager or 
the shift supervisor and may be rotated to build skills and experience.

Section 1.8 “Salary” is defined as the hourly rate of pay plus shift differential, team 
leader pay, overtime, and any other applicable premium pay.

Section 1.9 “Straight Time Pay” is defined as the hourly rate of pay.

Section 1.10 “Regular Hourly Rate of Pay” is straight time plus shift differential, Shift 
Charge Nurse pay, and any other applicable premium pay. Does not include overtime.
Section 1.11 “Hospital Convenience (HC)” is defined as a scheduled day for which the nurse is released from responsibility to work because of a lack of work. Also known as “stay home.”

Section 1.12 “Low Census Standby (LCSB)” is a period of time for which the nurse will be compensated for remaining available to come to work should work become available.

Section 1.13 “Standby” – when a nurse remains available for additional hours on a call-in basis, outside their scheduled shift.

Section 1.14 “Premium Pay” – payment of greater than straight-time pay for work that would not otherwise qualify as overtime.

Section 1.15 “Float Pool Nurse” is defined as a regularly scheduled and benefited nursing position posted and awarded as specified in Article 12.5. A nurse awarded a float pool position shall be expected to orient, maintain competencies/requirements, and float to up to two (2) designated nursing units. However, a nurse may choose to float to more than two (2) units with Hospital approval. A nurse shall be required to have two (2) years’ experience to participate in the float pool. Float pool nurses shall be assigned a base shift. A float pool nurse shall receive a work assignment at the beginning of each work shift based on Hospital’s need at that time. Float pool nurses shall not be routinely assigned to serve as a Shift Charge Nurse. The float pool supervisor shall designate the unit meetings to be attended by each individual float pool nurse. A float pool nurse shall not be required to take low census, however, in no case should a float pool nurse work longer than two (2) hours in place of another staff nurse while that nurse is on involuntary low census standby.

ARTICLE 2 – RECOGNITION AND MEMBERSHIP

Section 2.1 The Hospital recognizes the Association as the collective bargaining representative of its Registered Nurses and Licensed Practical Nurses with respect to rates of pay, hours of work, and other conditions of employment. Excluded from the bargaining unit are Nurse Managers, Assistant Nurse Managers, the Vice President of Nursing Services, Supervisors as defined in the Act, Assistant Director of Nurses, Social
Services/Discharge Planner, Licensed Nurses not working in a nursing capacity, and all other employees.

Section 2.2 The Hospital agrees to provide each new nurse with a copy of this Agreement to be provided by the Association. The Collective Bargaining Agreement is also available online to nurses at http://www.oregonrn.org/?page=60.

Section 2.3 The Hospital encourages nurses to be actively involved in the professional activities of their professional organization.

Section 2.4 Unless expressly provided by this Agreement, nothing in this Agreement shall serve to reduce benefits enjoyed by nurses employed by the Hospital from the date of the signing of this Agreement forward.

Section 2.5 The Hospital will deduct Association membership dues or fair share from the salary of each nurse who voluntarily agrees to such deduction and who submits an appropriate authorization to the Hospital in writing stating the amount and timing of such authorized deductions. Deductions shall be made monthly and remitted to the appropriate association except when a nurse is in a non-pay status and no funds are available to make the deduction.

Section 2.6 ONA Membership

a. Nurses All nurses who are currently members of the Association shall remain members. All nurses who are not currently members and who have not previously sent their written notice described below of their intention not to join shall have thirty (30) days from the execution of this Agreement to mail or deliver such written notice to the Association of their intention not to join. Nurses electing not to join shall not be required by this Agreement to contribute to the Association.

All nurses hired after the effective date of this Agreement shall have the option of becoming Association members, to be exercised as follows. Upon satisfactory completion of the trial period set forth in Article 7, Section 7.2, nurses shall have ten (10) calendar days in which to mail or deliver written notice to the Association of their intention not to join. Notice must be postmarked within the ten (10) day period to be
effective. Nurses electing not to join shall not be required by this Agreement to contribute to the Association.

Nurses who do not notify the Association of their intent not to join as set forth above shall be required to do one of the following within ten (10) days of the completion of their trial period:

1. Join the Association; or

2. Pay to the Association the designated fair share of the cost of contract negotiations and administration.

In order to safeguard the rights of non-Association nurses, nurses who have bona fide religious objections to making contributions to a labor union may pay an amount of money equivalent to regular Association dues or fair share to a charity mutually agreed upon by the nurse and the Association.

Section 2.7 Approximately at the start of each contract year the Hospital will provide the Association with a list of names, addresses, birth dates, RN/LPN license number, date of hire and classification of all employees in the bargaining unit. Monthly, the Hospital will notify the Association of new hires and transfers into the bargaining unit (providing the same information as requested above); and terminations and transfers out of the bargaining unit within thirty (30) days.

Section 2.8 New Hire Orientation. The Hospital will e-mail the Association monthly a list of names and addresses of newly employed nurses. The Association will be provided a room at the Hospital and an opportunity to advise new hires on the existence of a collective bargaining agreement. Time spent discussing the Association and agreement is not work time and shall not be compensated time for the Association representative.

Section 2.9 Bulletin Boards

a. The Hospital will provide a single bulletin board in each nursing unit located in the nursing break room. The bulletin boards will not exceed 18” x 24” in size.

b. The bulletin boards shall be for exclusive use of the Association.
c. All postings shall be professional in nature and shall not include any type of defamatory material.

d. All Association postings within the hospital shall be confined to these designated bulletin boards.

ARTICLE 3 – EQUALITY OF EMPLOYMENT OPPORTUNITY

Section 3.1 The Hospital and the Association agree that the provisions of this Agreement shall be applied without regard to race, religion, color, age, gender identification, sexual orientation, national origin, and/or physical handicap which can be reasonably accommodated in all aspects of employment or any other classification protected under applicable federal, state, or local nondiscrimination law. There shall be no discrimination by the Hospital against any nurse on account of membership in or lawful activity on behalf of the Association, provided that it does not interfere with normal Hospital routine, or nurse duties or those of other Hospital employees. There shall be no discrimination by the Association against any nurse on account of their refusal to join the Association or contribute a fair share.

ARTICLE 4 – COMPENSATION

Section 4.1 The minimum salary scale is set forth in Appendix A attached hereto which by this reference is made a part hereof.

Section 4.2 All regular full-time nurses shall progress to the next pay step on the salary scale on the first day of the next full pay period following the qualifying date of their anniversary of employment. Part-time employees will progress to the next pay step on the first day of the next full pay period following the anniversary of employment, after one thousand (1000) hours of employment have been worked and/or scheduled.

Section 4.3 The Hospital shall continue to allow all nurses to purchase Hospital meals at a twenty-five percent (25%) discount.

Section 4.4 Nurses who have had prior nursing experience shall be hired at the salary increment commensurate with previous relevant nursing experience as determined by
the Hospital except that nurses with less than a year of relevant experience will be hired at the base rate appropriate for their classification of employment.

Section 4.5 Nurses required to use their own automobile during work hours shall be reimbursed at the IRS designated rate. Mileage reimbursement will be made every two (2) weeks on the normal payday.

Section 4.6 GS Home Health, VJM Hospice, and Personal Home Care – Time spent traveling to and from patient visits shall be considered time worked and shall be paid at the applicable rate of pay. Time spent consulting with patients on the telephone while on-call or on a scheduled shift, shall be considered time worked and shall be compensated at the appropriate hourly rate of pay as defined in Section 6.3 of this Agreement.

Section 4.7 GS Home Health, VJM Hospice, and Personal Home Care – The cost of business related telephone calls made by nurses will be reimbursed by the Hospital.

Section 4.8 The total number of minutes spent in trouble shooting problems with nurses on the telephone when called by a Supervisor or their designee shall be paid at one and one-half (1 ½) times their regular rate of pay without a one-half (1/2) hour minimum. Except when such calls are made between the hours of 11 pm and 6 am, when they will be paid at double time with a one-quarter (1/4) hour minimum per call.

ARTICLE 5 – PAID TIME OFF (PTO)

Section 5.1 Vacations, holidays, and sick leave for eligible bargaining unit employees are addressed pursuant to a formal Paid Time Off (PTO) Plan.

The PTO Plan is provided to encourage planning and predictability of time off. PTO compensates employees at their straight time pay plus shift differential when they are absent from work for such purposes as vacation, holidays, illness, family emergencies, religious observations, preventive health and dental care, and other excused elective absences.
Section 5.2 Eligibility Subject to the prorating described in Article 13, all regular full-time and all regular part-time nurses are eligible for the PTO Plan.

Section 5.3 Accrual

a. PTO is accrued on all hours worked as well as those hours which an employee is off work and being paid PTO, and during census hours/days. PTO will not accrue while on-call. PTO will not normally accrue on overtime hours, however, PTO will accrue on any overtime hours up to a total of two-thousand and eighty (2080) hours per year or a combination of hours worked, paid PTO, involuntary without pay hours and overtime hours.

b. PTO accrual will continue for all hours on jury duty that an employee would normally have been scheduled to work.

c. A maximum of one hundred (100) hours of PTO above a nurse’s yearly accrual hours may be carried over from anniversary date to anniversary date (i.e., for a full-time employee employed 0–1 year, at the time of his/her anniversary date, the employee cannot have more than three hundred (300) hours in his/her PTO bank, which is two-hundred (200) hours maximum accrual plus one hundred (100) hours carryover).

If a nurse has reached the maximum PTO accrual and is unable to schedule time off due to the staffing requirements of the department, the maximum PTO provision shall be waived until such time as the nurse can mutually arrange time off with the department. This provision shall not apply if the nurse has made no reasonable attempt to apply for PTO during the previous year.

d. A “year of service” for purposes of an employee’s PTO accrual rate shall be an employment anniversary year in which the employee works or is scheduled to work at least one-thousand (1000) hours.

e. Accrual rates for nurses are:
**Nurses will advance to a higher accrual rates after completing one full year of service, and again after completing five full years of service. After completing each five (5) year increment necessary to achieve the higher accrual rate of paid time off, the employee does not begin to accrue paid time off at the next increment until completing five (5) full years. (and 5000 hours for part-time employees).**

f. After completion of twenty (20) years of service, a nurse may elect to accrue PTO at a factor of .154/HR worked for a maximum of three-hundred and twenty (320) hours of PTO per year accrual or have deposited in their tax sheltered annuity an additional two percent (2%) of regular hourly rate of pay (inclusive of PTO pay). Such election shall occur on the nurse’s twentieth anniversary date (after twenty (20) full years of employment). Once such nurse elects to take the additional PTO accrual, she/he may withdraw the election on any subsequent anniversary date, thereby receiving the higher 20+ year retirement contribution rate.

g. For nurses at 25+ years of service, who at 20 years of service elected to receive additional PTO in lieu of additional retirement funds shall accrue PTO at a factor of 0.1615/hr worked for a maximum of 336 hours of PTO per accrual year.

Section 5.4 Use of PTO

a. PTO may not be used nor will it be paid out for vacation, until an eligible employee has completed five-hundred and twenty (520) hours of work or six (6) months of continuous employment. PTO may be used for illness of nurse or family member once the nurse has completed three (3) months of continuous employment. Thereafter, PTO may be used as soon as it is accrued.
b. Except in unusual circumstances, PTO, as with all other time off, must be requested in writing in advance of the total time off desired and must be approved in writing by the supervisor. Approval for PTO other than time requested off for illness will be based upon the hospital’s determination of its staffing needs. When time off is requested without prior approval due to an emergency or illness, a specific reason for the request is to be given and accrued PTO time must be used. The nurse requiring time off without prior approval must call in per departmental policy. If the nurse does not have approval for each day of absence, it shall be considered an unexcused absence. Such absences can become cause for disciplinary action. When requesting time off for illness, the nurse shall provide verbal notice of absence at least two (2) hours before the beginning of the nurse’s shift.

c. PTO hours are to be used for time off away from the hospital. An exception to this would be that, any nurse who is unable to be released for vacation because of needs of the Hospital and who has a minimum of five (5) years of service and two-hundred and forty (240) hours or more in his/her PTO bank may elect to “cash in” up to forty (40) hours of PTO during the last pay period in November.

d. PTO shall be computed and paid at the rate of pay the nurse is receiving in her category of employment (including shift differentials) at the time of the commencement of PTO time.

e. A nurse may request to use PTO in accordance with his/her personal needs. PTO times will be granted on a first-come-first granted basis by date of application. In the event two (2) or more nurses request the same time and make a request on the same calendar date, and not all requests can be granted, then the most senior nurse(s) will be granted the PTO request. A nurse who exercises a seniority preference for scheduling PTO may not again exercise a seniority preference for the next year. Requests for PTO should not be made more than nine (9) months in advance unless special circumstances exist where travel arrangements must be made in advance. Requests for time off must be submitted no later than the first day of the preceding month in order to be considered timely. A nurse submitting an untimely request will need to find her own replacement to cover scheduled work. A replacement nurse must be competent to perform the work assignment and the exchange should not
result in overtime. Requests for PTO made in writing will be responded to in writing within two weeks of submission. It is understood that the Hospital reserves the right to determine how many nurses may take PTO at one (1) time, but will make a good faith attempt to honor nurses’ requests.

f. When a nurse comes to work and becomes ill, the nurse shall be paid for the hours worked and shall be paid PTO hours for the balance of her shift.

g. Except for personal leaves covered under federal or state law, all PTO hours must be exhausted prior to the start of a Personal Leave of Absence.

h. Nurses may transfer accumulated PTO, on an irrevocable basis, to an eligible coworker who has exhausted accumulated leave while recuperating or suffering from what has been determined to be an extended and continuing illness or injury.

The transfer of accumulated PTO for hardship leave and the utilization of such PTO shall be subject to the following:

1. Applications for hardship leave shall be sent to Human Resources in writing and accompanied by a treating physician’s written statement certifying that the illness or injury will continue beyond the recipient’s projected exhaustion of accumulated PTO and EIB.

2. Human Resources shall make it known to nurses that PTO donations are being requested. Donations can be made in one (1) hour increments. Donations shall be credited to the recipient’s PTO account and will be paid out at the recipient’s current regular hourly rate of pay. All donations must be made within one (1) month of notification from Human Resources.

3. The maximum donated PTO a nurse may be given will be the maximum amount of PTO the recipient nurse is eligible to earn in a one (1) year period of time. (i.e., a nurse employed less than five (5) years with the hospital would be able to receive a maximum of two-hundred (200) donated hours).

Receipt of donated PTO is limited to one (1) time per calendar year.
i. All bargaining unit nurses shall have the option of donating PTO to an ONA Negotiating Committee PTO bank. Donations may be made up to 90 days prior to this contract expiration and may continue through the duration of contract bargaining. Negotiations Committee Nurses may request hours from the bank to cover missed work time spent in negotiations. PTO donations can be made in one (1) hour increments. Donations shall be credited to the requesting committee members as approved by the bargaining team President. PTO donations will be paid out at the recipient's current regular hourly rate of pay.

Section 5.5 Holidays


b. In the event the traditional day is different than the day designated on the calendar, the calendar day shall prevail.

c. For purposes of this Agreement, holidays will be observed during the twenty-four (24) hour period commencing with the beginning of the day shift on the holiday. Employees beginning a shift during this twenty-four (24) hour period will be considered working the holiday. Employees who begin work at 1900 on December 31st and any shift before 1500 on January 1st shall be considered working the New Year’s Day holiday.

d. It is agreed that holiday work shall be rotated by the Hospital and that a regular nurse who is required to work on a holiday shall be paid one and one-half (1-1/2) times her regular hourly rate of pay for time worked on said holiday. A Per Diem nurse who is required to work on a holiday shall be paid at two (2) times her regular hourly rate of pay for all time worked on said holiday. Nurses shall not be required to work both Thanksgiving Day and Christmas Day in the same year unless necessary. Nurses shall not be required to work both December 24th and December 25th in the same year unless necessary. For purposes of receiving holiday premium pay, a nurse shall be paid the premium for any hours worked during the designated holiday period.
Each department will solicit from nurses a preferred holiday list, whereby each nurse will note which holidays they wish to work and which holidays they prefer to have off. Once all nurses have made their election, a holiday schedule will be posted for the remainder of the year. If no selection is made by March 31, an A/B rotation shall be implemented. If there are not enough nurses to cover a shift, a nurse who was scheduled to work that holiday the prior year will have preference for it off.

This Holiday policy does not preclude nurses from trading holidays with mutual consent of both nurses and nurse manager. A nurse manager shall approve the trade if both nurses are competent to perform the work assignment. Requests for trades made in writing will be responded to in writing within two weeks of submission. The fact that a nurse trades a holiday with another nurse does not alter their holiday commitment.

Nurses shall be allowed to split a holiday shift if mutually agreed by both nurses working the shift. A nurse may request special consideration for a variance from the holiday schedule after exhausting all other options which will be approved or denied prior to posting of the monthly schedule.

When new positions are created the job posting shall clearly identify the “A” or “B” holiday designation.

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<th>Labor Day</th>
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e. Holidays are an exception to Section 5.4. (a.) above. Holidays may be taken immediately as they occur. Employees are not eligible for holiday benefits that occur during a leave of absence.
Section 5.6 Extended Illness Benefit (EIB)

a. For long term illness, the hospital has established an Extended Illness Benefit (EIB) bank.

b. No further EIB earnings will occur after December 31, 2016. All existing EIB accruals for then-current employees shall be frozen. Employees hired on or after the date of Agreement ratification will not accrue or participate.

c. EIB may be used on the first day of hospitalization, day surgery including oral surgery, or on-the-job injury accident. PTO hours will be used for the first twenty-four (24) hours of an illness or injury.

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<th>Maximum Hours Banked</th>
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<td>720 HRS</td>
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d. The maximum bank of EIB which may be accumulated is seven hundred twenty (720) hours. Hours in the EIB bank cannot be converted to PTO hours nor will they be paid upon termination except as described in section 5.6.f below.

e. Accrued EIB subject to Section 5.6.a. shall be paid for illness because of pregnancy; however, EIB shall not be paid for parental or maternity leaves of absence.

f. Nurses who voluntarily terminate their employment or are involuntarily terminated will not be paid for any accumulated EIB. However, nurses who retire at age 62+ with at least fifteen (15) years of service with GSHCS will be cashed out with fifteen percent (15%) of their accrued but unused EIB bank. To be eligible for this cash-out, the nurse must have worked or been scheduled a minimum of nine hundred (900) hours in the preceding twelve (12) months prior to retirement.

Section 5.7 PTO and EIB credit shall not accrue during leaves of absence, layoffs, absence from employment in non-pay status because of illness, or periods of non-regular part-time employment. A nurse receiving EIB is in pay status.
Section 5.8 Subject to the waiting period set forth in Section 5.6(e.), a nurse may use up to two (2) days per year of accrued EIB for the acute illness of the nurse’s spouse, dependent child, or other recognized IRS dependent where the nurse’s presence with such ill family member is necessary. Prior notice of the use of EIB for the acute illness of a family member as herein described must be given to the nurse’s supervisor. The Hospital may require reasonable evidence of illness from the nurse or family member’s medical doctor as a condition of receiving EIB.

Section 5.9 PTO Cash Out After six months of employment, accrued PTO that has not been used will be cashed out and paid upon the employee’s termination, if proper notification has been given and worked. Accrued PTO benefits must be exhausted prior to a Regular Full-time or Regular Part-time nurse changing their employment status to “Per Diem Nurse” or “Temporary Nurse.” Such nurses may choose immediate cash out of unused PTO or may choose payment of up to eighty (80) hours per pay period until such time as all unused PTO is exhausted.

Section 5.10 Current accrued PTO and EIB hours will be shown on an employee’s paychecks.

Section 5.11 If a nurse who has accrued EIB returns from a disability or illness must be absent again within ten (10) calendar days for the same disability or illness, she may continue with EIB leave.

Section 5.12 Nurses who terminate their employment at the hospital and who are subsequently rehired will begin PTO benefits just like a new employee unless they return within thirty (30) days. Nurses rehired within thirty (30) days of termination shall resume PTO benefit accruals at the same rates they were earning at when they left.

Section 5.13 Short Term Disability (STD) Effective February 1, 2017, the Hospital will pay for a Short-Term Disability plan for full time nurses and part-time nurses working 20+ hours per week. This plan will pay 70% of the nurse’s salary for twenty-five (25) weeks of an illness/injury following the seven (7) day elimination period. During this seven (7) day elimination period, the nurse will have the option of using PTO or banked
EIB to supplement. Benefits and eligibility requirements shall be controlled by the plan documents.

**ARTICLE 6 – HOURS OF WORK**

Section 6.1 The basic work week shall be forty (40) hours in a work week of seven (7) consecutive days, or eighty (80) hours in a work period of fourteen (14) consecutive days, as agreed in advance between the nurse and the Hospital. Upon implementation of this agreement current nurses will have two weeks to choose the basic work week going forward and may re-address such agreement in the event that there is a schedule change regarding the total number of hours of work in a day.

Section 6.2 The basic workday shall be eight (8) hours plus one-half (1/2) hour meal period on the nurse’s own time, approximately midway during the workday. Any nurse required to take a meal period at the nursing station shall be considered to be on working time and shall be compensated accordingly.

Where mutually agreeable to the Hospital and nurse, a work day may consist of twelve (12) hours within twelve and one-half (12-1/2) consecutive hours where the work week pattern is based upon three (3) twelve (12) hour days within a seven (7) day period. (See Appendix B for outline of Alternate Shift Agreement.

Other innovative work periods may be utilized after negotiations and with mutual agreement between the Hospital and the Association.

Section 6.2.1 Meal Periods

Work in excess of five (5) hours without a meal period shall be strongly discouraged. Nurses are encouraged to communicate with their supervisor as soon as practical when they have not received their meal period.

When possible, meal breaks will be taken during the following working hours:

For eight hour shifts, between the third and sixth working hour.

For ten hour shifts, between the fourth and eighth working hour.

For twelve hour shifts, between the fourth and ninth working hour.
Section 6.3 Overtime compensation will be paid at one and one-half (1-1/2) times the nurse’s regular hourly rate of pay for all hours worked in excess of:

a. Forty (40) hours within seven (7) consecutive days, unless the Hospital and the nurse have mutually agreed to a work period where overtime is paid for all hours worked over eight (8) hours in a day and eighty (80) hours within fourteen (14) consecutive days.

b. For the purpose of calculating overtime, a day shall be defined as a period commencing at the beginning of a nurse’s shift and terminating twenty-four (24) hours later. A nurse’s work schedule shall provide a minimum of ten (10) hours off between two (2) consecutive work shifts. Work performed prior to the expiration of the ten (10) hours between any consecutive work shifts shall be paid at the rate of one and one-half (1-1/2) times the nurse’s regular rate of pay.

c. Any double back resulting in less than ten (10) consecutive hours off between any two shifts will result in one and one-half (1-1/2) times pay for all hours worked following the “less than ten (10) consecutive hour” break. The one and one-half (1-1/2) times rate continues until the nurse received a break of at least ten (10) consecutive hours off. Double back is defined as working a shift, or part of a shift, having a shift off, and returning to work a shift or part of a shift.

d. If a nurse works a double shift, has less than ten (10) consecutive hours off, and returns to work a shift or part of a shift, all hours worked after less than a ten (10) consecutive hour break will be at one and one-half (1-1/2) times pay. The one and one-half (1-1/2) times rate continues until the nurse receives a break of at least ten (10) consecutive hours off.

e. Concerning the eligibility for one and one-half (1-1/2) times pay when nurses are on-call, the following conditions shall apply:

1. When a nurse is on-call for the hours between two (2) consecutive work shifts and receives a minimum ten (10) consecutive hour break at any time between the two consecutive shifts, the nurse is not eligible for one and one-half (1-1/2) time pay for the normal hours worked on the next work day.
2. If the nurse does not receive a minimum ten (10) consecutive hour break at the beginning, in the middle, or end of the call time and his/her total time worked while on call-back is greater than three and one-half (3-1/2) hours, the nurse is eligible for one and one-half (1-1/2) times pay for all hours worked in the next work day. The one and one-half (1-1/2) times rate continues until the nurse receives a break of at least ten (10) consecutive hours off.

3. If the nurse is on-call for the weekend, eligibility for one and one-half (1-1/2) times pay for the Monday work shift is determined by examining the call period fifteen (15) hours preceding the beginning of the nurse’s shift on Monday. The same principles described in e.1. and e.2. above determine the one and one-half (1-1/2) times pay eligibility.

4. Nurses eligible for one and one-half (1-1/2) times pay because of no ten (10) hour rest as described in this section shall have the option of waiving this premium and receiving straight time pay in lieu of being placed on standby or HC. Each such waiver will be placed in writing and signed by the nurse, and forwarded to the Staffing Committee.

f. Nurses shall not be required to work more than one (1) hour beyond a regularly scheduled shift and more than twelve (12) hours in a twenty-four (24) hour period or more than forty-eight (48) hours in a week. This provision may be waived only in the event of a national or state emergency or circumstances requiring the implementation of a facility disaster plan. In those special circumstances in which a nurse works greater than fifteen (15) hours in a twenty-four (24) hour period, the nurse shall receive double time (2 x) her regular rate of pay for all hours worked in excess of fifteen (15).

Section 6.4 Overtime pay or premium pay shall not be paid twice for the same hours worked.

Section 6.5 One (1) fifteen (15) minute rest period must be provided during each four (4) hours of work. Nurses are encouraged to leave their clinical areas during rest periods, they may use report or break rooms on nursing units. For tracking purposes only,
missed rest periods will be recorded by the nurse on the employer’s timekeeping system by attestation. There shall be no retaliation for recording missed meal or rest breaks. If a nurse misses a meal or rest break, s/he shall notify the nurse in charge of the area in which s/he is working during the shift so that a missed break may be received.

The Safe Staffing Committee will implement staffing plans that included coverage for uninterrupted meal and rest breaks. Within 90 days of ratification, and each calendar quarter following, the committee will conduct an audit to ensure that nurses are consistently receiving their rest and meal breaks. Should the committee find that nurses on a particular unit have received less than 90% of their breaks during the quarter, the committee will develop a plan of action to ensure that nurses are receiving the breaks they are entitled.

Section 6.6 Regularly scheduled Full-time and Part-time nurses shall have core work schedules. Job postings will clearly state the core work schedule that the nurse will be working. Work schedules shall be prepared and posted two (2) weeks in advance. It is the responsibility of each nurse to review the posted schedules. The posted schedule is notification of work days. The Hospital will make every reasonable effort to avoid changes in the nurse’s schedule. A nurse’s core schedule may be subject to change to meet department and patient staffing demands. If a change in the nurse’s schedule is necessary, the Hospital shall attempt to find a volunteer from the pool of available nurses prior to changing a nurse’s core schedule. In any event, if a change in the nurse’s schedule is required, the nurse(s) involved will be contacted personally in advance of the schedule change.

6.6 a. No more than 25% of a departments positions will be identified as “flex”
Flex positions will be days or nights. Flex positions are intended to assist with filling holes in the schedule to cover for vacations or other leave. A flex position will be clearly identified by the posting.

6.6 b. Nurses will not regularly be scheduled to work different shifts (a combination of days and nights) unless it is their preference, a nurse indicating such
preference shall do so in writing, a copy of which shall be documented in the Nurse’s personnel file and will be forwarded to the Association.

Section 6.7 Nurses shall not suffer the loss of fringe benefits as a result of not working one (1) of their scheduled working days at the request of the Hospital.

Section 6.8 Regularly scheduled Full-Time and Part-Time nurses shall be scheduled to receive every other weekend off whenever possible. Any nurse required to work more than every other weekend shall receive premium pay at the rate of time and one-half (1-1/2) times the nurse’s straight-time hourly rate of pay, plus any applicable shift differential, for any additional weekend worked which would normally be scheduled as a weekend off. No premium pay will be paid for nurses who work more than every other weekend by their own desire. A nurse whose core schedule is every weekend by agreement with the Hospital, shall not receive premium for the additional weekend.

Section 6.9 The parties agree that overtime shall be discouraged. To avoid needless overtime, nurses must seek prior authorization from the nursing supervisor/shift charge before working beyond their normal workday or workweek. In instances involving an emergency or where no supervisor is available for prior authorization of overtime, the nurse shall report the overtime occurrence to the supervisor prior to leaving that shift. To avoid being low censused out of turn on regular days, nurses who agree to work an extra shift for overtime shall not have those hours counted toward LCSB rotation.

Section 6.10 In order to avoid inconveniencing the Hospital and employees on the departing shift, it is understood that failure to be ready to start work promptly at the start of a shift may be grounds for disciplinary action.

Section 6.11 Nurses who are required in the course of their duties to wear special clothing provided by the Hospital shall receive ten (10) minutes at the beginning and end of their shift to change to the appropriate clothing.

Section 6.12 The Hospital shall review the status of each part-time and Per-Diem nurse each January and, July of each year for the purposes of changing classification status. Any change in status shall be based upon all compensated hours paid in the previous
six (6) months or all scheduled hours. The Hospital shall notify a nurse whose status is to be changed prior to making a change.

In evaluating a change, the Hospital shall not schedule a nurse so as to prevent a change in classification status. However, it is understood that at the time of re-classification, the nurse shall prospectively become eligible for those benefits provided by this agreement and not retrospectively. Upon the change, the Hospital will endeavor to schedule the affected nurse thereafter, to the nearest number of full shifts or hours per pay period that the nurse either was actually paid or was scheduled in the preceding six (6) month period as specified above.

Section 6.13 Time Clock. Nurses shall accurately record time worked on a daily basis. Where feasible, a time clock may be utilized to facilitate accuracy in time records. When a time clock is used, it shall calculate time to the nearest quarter hour for each shift, part of a shift, or call-back period. A seven (7) minute grace period prior to and after each work period shall be applied without occurrence of overtime unless overtime is actually worked and is so designated by the nurse. The time clocked in and out by a nurse shall not be changed without notice to the nurse. At the nurse’s request, a nurse shall receive a print out of each pay period of time for the nurse’s individual time clock activity. The Hospital shall provide an adequate number of terminals throughout the Hospital when a time clock is to be used.

ARTICLE 7 – EMPLOYMENT STATUS

Section 7.1 The Hospital shall have the right to hire and, with approval of the nurse, to permanently transfer or promote her. The Hospital shall have the right to discipline, suspend, or discharge a nurse, except that after a nurse has completed her trial period, she shall not be disciplined, suspended or discharged without just cause. Assignment of a nurse to Shift Charge Nurse role does not remove them from the bargaining unit.

Section 7.2 A full-time nurse employed by the Hospital shall serve a trial period of ninety (90) calendar days. A part-time nurse shall serve a trial period of five hundred (500) hours of work or one hundred fifty (150) calendar days of employment, whichever is completed first. Time spent by newly hired graduate nurses in a hospital preceptorship
program where the nurse is in classroom activity and not participating in direct patient care, shall count towards the initial trial period. Each nurse shall receive an evaluation at the completion of three (3) months of employment and annually thereafter. During their trial period nurses may be terminated for any reason and/or their trial period may be extended for thirty (30) days at the discretion of the Hospital. If a nurse’s trial period is extended, a work plan shall be prepared and agreed upon to help the nurse meet any deficiencies before the end of the trial period.

Section 7.3 All regular nurses shall give the Hospital not less than fourteen (14) calendar days’ written notice of intended resignation. Failure to provide such notice shall constitute a waiver of all accrued benefits otherwise payable.

Section 7.4 The Hospital shall give regular nurses at least fourteen (14) calendar days’ written notice of the termination of their employment. If less notice is given, then the difference between fourteen (14) calendar days and the number of scheduled working hours during the remainder of the notice period shall be paid to the nurse at her regular rate of pay (inclusive of any shift differential) provided, however, that no such advance notice or pay in lieu thereof shall be required for nurses who are discharged for violation of professional nursing ethics or other serious misconduct.

Section 7.5 After six (6) months employment, pay for unused PTO, shall be given the nurse at the time of termination unless she fails to give and work, the notice provided in Section 7.3. If she is discharged for violation of professional nursing ethics or other serious misconduct, PTO will not be paid.

Section 7.6 Employees shall receive copies of all written disciplinary notices placed in their personnel files and shall have the right to respond in writing and have that response attached to any such notice. Discipline shall be progressive in nature, starting at the lowest level possible. Discipline that is greater than two (2) years old shall only be considered in the cases of gross misconduct.

Section 7.7 Upon request, a nurse terminating his/her employment with the hospital will be given the opportunity for an exit interview with the Director of Human Resources or his/her designee.
Section 7.8 Probation – A nurse shall not be placed on probation without being notified in writing of the reason for this action and a mutually agreed upon work plan developed. Probation period shall not exceed thirty (30) days, and the nurse’s pay status shall not change during this period. In lieu of termination, the probationary period may be extended an additional thirty (30) days with a re-evaluation of the work plan.

Section 7.9

a. No nurse will be assigned to float into a department in which she has not previously worked in the Hospital until she has had at least twenty-four (24) hours of orientation to that department. During the orientation period the employee will not be scheduled for a full patient load.

b. No nurse will be regularly assigned to a department in which she has not previously worked in the Hospital until she has had at least forty (40) hours of orientation. During the orientation period the nurse will not be scheduled for a full patient load.

c. During orientation, the nurse shall be instructed regarding and become acquainted with the physical layout, policies and procedures, shift routines, and other requirements of the department.

d. A nurse with less than a year of experience may not be assigned to act as Shift Charge Nurse for their first six (6) months of employment without his/her consent.

e. In accordance with state law, the Hospital shall follow a written hospital-wide staffing plan for nursing services. The staffing plan shall be available for staff review in each department and shall include the number, qualifications, and categories of nursing personnel needed for all units. The written staffing plan for nursing services shall be evaluated and monitored for effectiveness, and revised as necessary, as part of the Hospital’s quality assurance process. Written documentation of these quality assurance activities shall be maintained.

Section 7.10 Newly Licensed Nurses: During their first two-hundred and sixty (260) hours of employment Registered Nurses with no prior RN experience shall be
compensated at the newly licensed rate for Registered Nurses. Licensed Practical Nurses with no prior LPN experience shall be compensated at the newly licensed rate for Licensed Practical Nurses during their first two-hundred and sixty (260) hours of employment.

During the initial two-hundred and sixty (260) hours of employment the newly licensed RN and LPN will be assigned a preceptor and will not be counted as one-hundred percent (100%) productive. Upon completing two-hundred and sixty (260) hours of employment/training, a conference shall be held between the newly licensed RN and LPN, their assigned preceptor and the department manager. The department manager shall review and assess the newly licensed RNs and LPNs progress and need for additional training.

During the two-hundred and sixty (260) hour initial trial period, the Hospital shall provide such training and support as may be required to enable the newly licensed nurse to perform their assigned duties.

At the end of the two-hundred and sixty (260) hour initial trial period, if able to be counted at one-hundred percent (100%) productive, the newly licensed nurse shall be placed at the base rate level. Time served as a newly licensed nurse shall count as part of the base year wage step.

ARTICLE 8 – LEAVES OF ABSENCE

Section 8.1

a. Leaves of absence may be granted at the option of the Hospital for good cause shown when applied for in writing in advance to the Vice President of Nursing Services or the President. If a leave of absence is granted, the Hospital will make every reasonable attempt to return the nurse to the nurse’s former position. A nurse who returns to work and who is not returned to their former position will be offered the first available opening for which they are qualified and will be given preference for return to their prior job when their former job first becomes vacant.

b. Should the Hospital contemplate filling, discontinuing, or otherwise making a change in the former position of an employee who is on a leave of absence which
would affect the ability of that employee to return to the position at the end of the leave, the Hospital will notify the employee at least fourteen (14) days prior to making the change. Such notice shall be provided in a letter mailed to the employee’s last address on file with the Hospital.

c. Any nurse returning to work within sixty (60) days of commencement of a disability leave shall be entitled to resume the shift and number of hours formerly held, unless the nurse has requested a change in hours or shift.

d. Any nurse granted a parental leave of absence, or bone marrow donor leave of absence, in accordance with applicable Oregon State law shall be returned to the same position held prior to the commencement of the leave.

Section 8.2 Valid leaves of absence will be granted only in writing by the Vice President of Nursing or President.

Section 8.3 Leaves of absence for service in the armed forces of the United States will be granted in accordance with federal law. A leave of absence granted for annual military training duty, not to exceed two (2) weeks, shall not be charged as PTO unless so requested by the nurse.

Section 8.4 A nurse will not lose previously accrued benefits as provided in this Agreement but will not accrue additional benefits during the term of a valid leave of absence.

Section 8.5 Maternity Leave: Maternity leave not to exceed six (6) months shall be granted. Any leave required in excess of six (6) months, including time granted for parental leave, shall be subject to the approval of the Vice President of Nursing or President.

Section 8.6 Nurses shall be granted up to three (3) days’ leave with pay for the death of an immediate family member or the immediate family of their spouse or registered domestic partner. I.e. parents, spouse, child, brother, sister, grandparents, grandchildren or person living as an integral member of the household.
Section 8.7 A nurse who is summoned to jury duty will be permitted the necessary time off to perform such service to an annual maximum of thirty (30) calendar days. The nurse will be paid the difference between the nurse’s straight time rate of pay for the scheduled workdays missed and the jury duty pay received, excluding expense reimbursement, provided that the nurse has made arrangements confirmed in writing with the nurse’s supervisor in advance of the jury service. This benefit shall be extended only to nurses who are called to jury duty, not to nurses who volunteer. The nurse must furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received. When a nurse is on jury duty, for purposes of pay the nurse shall be assumed to have worked during the day shift.

A nurse must report for work if jury service ends on any day in time to permit at least four (4) hours of work in the balance of the nurse’s normal workday, except that swing shift and night shift nurses will not be required to report for duty if they have served at least three (3) hours of jury duty that day.

Section 8.8 If a nurse is required to testify on behalf of the Hospital, or because of something that happened because of their employment at the hospital, the nurse will be compensated as if the nurse were working during the day shift for the time spent in official trial proceedings, including formal discovery. The nurse also will be reimbursed for reasonable travel and meal expenses incurred in such proceedings.

ARTICLE 9 – HEALTH AND WELFARE

Section 9.1 Immunizations required by the Hospital shall be given at the Hospital or as designated by the Hospital at no charge to the employee. Hepatitis B vaccine shall be provided to each nurse who requests it, at no cost to the nurse. Follow-up titer checks shall be done as recommended. Chest x-rays will be given only if indicated by a TB test.

a. Influenza Vaccine- The Hospital and Association agree to comply with Oregon Health Department flu guidelines. An Association representative, in addition to the hospital’s Infection Control Nurse, may come to the hospital Infection Control Subcommittee to provide meaningful input on the Hospital Influenza and Masking policy when the topic of flu is on the agenda.
Section 9.2

a. For eligible full-time nurses who have completed sixty (60) days of employment, or insurance waiting period, the Hospital will pay ninety percent (90%) towards the cost of medical and major medical coverage for the nurse and seventy percent (70%) of the cost for her dependents, effective on the first enrollment date available after completion of the waiting period; and the hospital shall pay ninety five percent (95%) towards the cost of the dental coverage for the nurse and fifty percent (50%) of the cost for her dependents, effective on the first enrollment date available after completion of the waiting period. However, the Hospital's premium contribution for such medical, major medical, and dental coverages shall not exceed the caps listed below.

Effective November 1, 2019 the above caps shall change to the following: $1005 per month for a full-time employee electing employee-only coverage $1862 per month for a full-time employee electing employee-spouse coverage, $1638 per month for a full-time employee electing employee-child coverage, and $2534 per month for a full-time employee electing full family coverage.

Effective November 1, 2020, the above caps shall increase to the following: $1155 per month for a full-time employee electing employee-only coverage, $2141 per month for a full-time employee electing employee-spouse coverage, $1884 per month for a full-time employee electing employee-child coverage, and $2914 per month for a full-time employee electing full family coverage.

Effective November 1, 2021, the above caps shall increase to the following: $1271 per month for a full-time employee electing employee-only coverage, $2355 per month for a full-time employee electing employee-spouse coverage, $2072 per month for a full-time employee electing employee-child coverage, and $3205.44 per month for a full-time employee electing full family coverage.

b. A part-time employee shall be eligible for insurance benefits if he/she is regularly scheduled to work on the average at least twenty (20) hours per week.
c. If during the term of this contract the Hospital changes the medical, major medical or dental plan, the new plan shall be comparable to or better than the current plan. Any such plan change must be approved by the Association and a majority of the bargaining unit nurses in a vote conducted by the Association.

d. If during the term of this contract, the premium should exceed the Hospital’s maximum contribution cap listed above, the increase shall be paid equally by the nurse and the Hospital. Should a national or state plan obligate GSMC to some other percentage limits of employee coverage, then the Association and the Hospital agree to meet and discuss appropriate changes to this single issue of insurance premium contributions.

e. In compliance with the Affordable Care Act, eligible part-time employees who elect coverage by written notice to the Employer will receive coverage paid for by the Employer based upon a percentage of the amount, which the Employer would pay for insurance coverage if the employee were a full-time employee eligible for coverage. The percentage to be paid shall be calculated in accord with the following formula:

1. Eligible part-time employees working fifty percent (50%) or more of the average amount of time worked by full-time employees and less than seventy five percent (75%) of the average amount of time worked by full-time employees will receive seventy five percent (75%) of the insurance coverage payments provided for full-time employees;

2. Eligible part-time employees working seventy percent (70%) or more of the average amount of time worked by full-time employees and less than seventy five percent (75%) of the average amount of time worked by full-time employees will receive eighty five percent (85%) of the insurance coverage payments provided for full-time employees;

3. Eligible part-time employees working seventy five percent (75%) or more of the average amount of time worked by full-time employees will receive one hundred percent (100%) of the insurance coverage payments made for full-time employees.
4. The percentage of time worked versus the average amount of time worked by full-time employees will be recalculated on a semi-annual basis for all part-time employees. The calculation will be made by dividing the number of hours worked by an eligible part-time employee in the previous six month, by the average number of hours worked by full-time employees in the previous six months, recognizing that PTO days, jury duty time and census days are time worked for purposes of determining average full-time hours.

f. Should a nurse have medical insurance coverage through an alternative source (for example a spouse or parent), the nurse may opt out of coverage with the Hospital. In lieu of hospital coverage, a fulltime nurse working thirty-six (36) hours or more per week shall receive a lump sum payment each month of $150, a part-time nurse working twenty-eight (28) hours or more per week shall receive a lump sum payment each month of $115, a part-time nurse working twenty (20) hours or more per week shall receive a lump sum payment each month of $100. To qualify for this payment, the nurse must demonstrate coverage by another health insurance plan. This monthly payment shall be paid only for the months that the nurse opts out of the hospital plan. Should the nurse’s alternative coverage end, the nurse must notify the Hospital to end the monthly payments and apply for coverage under the hospital plan.

Section 9.3 All employees shall be covered by Industrial Accident Insurance.

Section 9.4 Discounts.

a. Nurses, their spouses and eligible dependents (those claimed as dependents for tax purposes) are eligible for pharmaceuticals at the Hospital’s cost plus ten percent (10%).

b. Nurses, their spouses and eligible dependents who have satisfactorily completed thirty (30) days employment shall be eligible for a discount on hospital services.

   1. The amount of the employee discount will be the lesser of:

      A) Ten percent (10%) of the total bill.
B) The remaining balance after all possible third-party payments. Third-party payments would include all insurances. (Auto, health, homeowners, Medicare, Medicaid, liability, workers compensation, etc.)

2. To receive a discount, the nurse must complete a discount application form, (forms available in the business office), and make arrangements to pay any remaining balance due. If the nurse sets up a payment plan through payroll deduction to pay the balance off within one year from the date of service then there shall be no interest charged. Should the nurse default on the payment plan then interest will begin upon default.

c. Purchasing privileges: Nurses, their spouse, and eligible dependents may purchase items through the hospital purchasing department, and dietary department at cost plus ten percent (10%). Nurses, their spouse, and eligible dependents may purchase items through the Good Shepherd retail pharmacy at the same discount available to other hospital employees.

Section 9.5 The Hospital will provide life insurance/accidental death insurance for full-time nurses and part-time nurses employed by the Hospital who are regularly scheduled to work twenty (20) hours or more per week effective on the first enrollment date available after hire in the amount of their annual salary (rounded up to the nearest $5,000), or $50,000, whichever is less. Additionally, nurses may elect to purchase supplemental employee and dependent life insurance at low group rates at their own expense. A nurse may elect to continue such employee and dependent life insurance/accidental death insurance, at the nurse’s expense, if the nurse is on an unpaid approved Leave of Absence. A nurse or her eligible dependent (including surviving eligible dependents) may elect to convert to a new individual life insurance policy in accordance with the group plan.

Section 9.6 The Hospital shall pay fifty percent (50%) of the premium for a vision plan for eligible nurses and their families.
Section 9.7 Upon proof of enrollment, the Hospital shall pay $10.00 towards the cost of Fire Med or Life Flight air ambulance (or equivalent) membership once per year.

Section 9.8 The Hospital and Association shall work together over the course of the contract towards reviewing options and strategies that will lower the cost of health care for both the hospital and nurses.

ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 10.1 Duly authorized representatives of the Association shall with prior notice be permitted at reasonable times to enter the facilities operated by the Hospital for business relating to contract administration and observing conditions under which nurses are employed, provided such visits do not interfere with the work of nurses.

Section 10.2 In view of the importance of the Hospital’s facilities to the community, Hospital and Association agree that there shall be no lockouts by the Hospital and no strikes or other interruptions of work by nurses or Association during the term of this Agreement.

Section 10.3 A grievance is defined as a claim by an affected nurse or the Association that the Hospital has violated a provision of this Agreement. The provisions of this Article set forth the exclusive means for resolution of a grievance. The grievance procedure is available to all nurses covered by the Agreement, except that a newly hired nurse who is still within her initial ninety (90) day trial period may not have a grievance processed regarding her discharge or discipline.

Section 10.4 Any nurse having a grievance shall present it in accord with the following procedure:

a. Nurse and Immediate Supervisor Any employee believing she has a grievance shall present the grievance in writing to the nurse’s supervisor within thirty (30) calendar days of the nurse’s cognizance of the existence of the grievance. Grievances related to pay shall be timely if submitted within thirty (30) calendar days of the payday for the event in question. The written grievance shall set forth the facts of the grievance, state which part of the contract has been violated, and a remedy sought
as a Step 1 correction. The supervisor shall provide a written answer to the grievance
within seven (7) calendar days after it is presented.

b. Nurse and Vice President of Nursing Services If the matter is not
satisfactorily resolved at Step 1, it shall be presented in writing to the Vice President of
Nursing Services within seven (7) calendar days after receiving the answer from the
supervisor at Step 1. The written grievance shall fully set forth the facts of the
grievance, the section or sections of the Agreement alleged to have been violated, the
remedy or correction sought, and why the written response of the supervisor was not
satisfactory. If the grievance is filed in the proper form and in a timely manner, the Vice
President of Nursing Services shall then meet with the nurse and at the nurse’s
discretion, a representative of the Association, within seven (7) calendar days of the
date the grievance is presented in writing in an effort to resolve the matter and shall
provide the nurse with a written response to the grievance within seven (7) calendar
days of the meeting.

c. Association and President If the grievance is not resolved at Step 2 and
the Association wishes to pursue the matter further, it shall, within seven (7) calendar
days following receipt of the Vice President’s written response at Step 2, present the
grievance in writing to the Hospital President, or his designee, for consideration and
determination. A Labor Relations Representative or other field representative of the
Association, the grievant, and other pertinent parties shall meet with the President, or
his designee, within ten (10) calendar days to review the grievance. The President, or
his designee, shall make a determination of the matter, in writing, within seven (7)
calendar days following the meeting with the Labor Relations Representative.

d. If the grievance is still unresolved and the Association wishes to pursue
the matter to arbitration, it shall notify the President in writing within ten (10) calendar
days after receipt of the President’s decision at Step 3. If the parties cannot agree upon
an arbitrator within ten (10) calendar days after written notice of intent to arbitrate has
been received by the Hospital, the Association shall request the Federal Mediation and
Conciliation Service (FMCS) to submit a list of seven (7) arbitrators from which each
party shall strike a name alternately, starting with the Association, until only one name
remains. The remaining name shall be the arbitrator.
Section 10.5 The arbitrator’s decision shall be final and binding upon the nurse, Association and Hospital; provided, however, that he shall not have the authority to modify, add to, alter, or detract from provisions of this Agreement or to impose any obligation on Association or Hospital not expressly agreed to by the terms of this Agreement.

Section 10.6 Failure of the Hospital to respond within the specified time shall allow the nurse to submit the request to the next level. Failure of the nurse or the Association to submit the request to the next level within specified time limits shall constitute abandonment of the request.

Section 10.7 The cost of the arbitration, including the cost of the arbitrator and a reported transcript, shall be borne by the loser as designated by the arbitrator.

All efforts on the part of both parties will be made to schedule arbitration hearings in a timely fashion.

Section 10.8 The resolution of a grievance shall not be made retroactive for a period exceeding six (6) months prior to the date the grievance was first presented in writing.

ARTICLE 11 – PROFESSIONAL DEVELOPMENT

Section 11.1 The Hospital seeks and supports educational opportunities for nurses. In order to meet and exceed the standards of patient care, the Hospital may require specific national certifications or required courses. The Hospital will pay registration fees for courses required as a condition of employment. Mileage, lodging and/or meals will also be paid by the Hospital for courses that are required as a condition of employment in accordance with the Hospital Employee Travel policy in effect October 2016. Change to the Hospital Employee Travel policy shall be noticed to the Association within 30 days. Administrative approval shall be equitably distributed and not unreasonably denied.

Section 11.2 The Hospital supports professional nursing skills development through opportunities to participate in seminar and workshop experience. A minimum of two-hundred (200) paid days educational leave shall be funded for specialty and other
educational training exclusive of in-service. Employees may, subject to administrative approval, apply for such training courses or workshops which are relevant to their position in the Hospital. Notice of such educational opportunities shall be posted. The spirit and intent of this provision shall be to give the employee covered by this Agreement an equal opportunity to upgrade their professional skills.

Section 11.3 The Hospital shall provide monthly, meaningful in-service educational programs for all personnel covered by this Agreement. In the event a nurse is required by the Hospital to attend in-service education functions outside the nurse’s normal shift, the nurse will be compensated for the time spent in such functions at the nurse’s appropriate hourly rate.

Section 11.4 The Hospital shall ensure that training for new equipment or new procedures is provided for nurses working in affected positions, as well as, those nurses reasonably expected to float into those positions, and to compensate nurses for authorized time spent and expenses incurred in such newly required training.

Section 11.5 Nurses covered under this agreement shall be required to have twelve (12) contact hours of continuing education each year in addition to CPR, ACLS, TNCC, CPI, and PALS as may be required by their position. The contact hours may include, but not be limited to: lecture, taped lectures, skill fair, on-line learning, professional nursing journals CEUs, nursing related classes in a BSN program, paid and unpaid time, local and off-site programs.

Section 11.6 Paid education leave is subject to administrative approval. Criteria for approval of educational requests are based primarily on relevance to current job description. An Education Committee has been established to review requests and oversee dispersal of educational funds. The Education Committee consists of three (3) members of the Nursing Administration Management Team and three (3) nurse representatives of the Association. The committee will be chaired by one (1) representative from each group. The committee’s primary objectives are:

a. To collaboratively develop a yearly education plan that addresses required and optional internal educational offerings that meet both the needs to the nursing staff
and the Nursing Departments and takes into consideration all costs, resources, and support necessary to successfully implement the plan.

b. To develop a yearly educational calendar that allows the educational offerings to be developed, coordinated and planned so that participation is optimized.

c. To collaboratively work with the education department in planning commonly needed education so that resources are maximized and offerings reflect nurses' interests.

d. To collaboratively determine what outside speakers or education should be brought to the hospital in an effort to meet the needs of the staff that cannot be met by other educational resources.

e. To review and recommend approval or denial of nurse requests for job related education away from the hospital.

Section 11.7 It is the responsibility of the committee to manage within the annual budget approved by Administration. The Education Committee meets quarterly at a designated time which is posted. These meetings will be held during the first week of the month in order to facilitate scheduling.

Section 11.8 The Nurse making the education request must submit the request prior to the committee meeting in order to facilitate the process. All educational requests by Nurses are to be forwarded to the Education Committee with a copy to the Nurse Manager for consideration.

The Education Committee shall receive input from the manager as to the merits of the request. It is the responsibility of the committee to notify the Nurse and the Nurse Manager of the decision to recommend approval or denial of an educational request within 5 days of the Education Committee meeting.
Upon receiving the recommendation of the Education committee and reviewing patient care staffing requirements a Nurse Manager will approve or deny the education request. If denied the manager shall explain the reason for the denial.

Section 11.9 Hospital will pay at straight time pay each staff Education Committee Representative for all time spent on committee assignment and or meetings, to a maximum of twenty-four (24) hours per year.

Section 11.10 Budgeted educational hours (exclusive of required certifications) shall be dispersed using the following guidelines:

- Full-time staff at twenty-four (24) hours/year
- Part-time >twenty (20) at sixteen (16) hours/year
- Part-time<twenty (20) at eight (8) hours/year

Section 11.11 All nurses shall be prepared to make oral presentations to the Hospital staff regarding continuing education paid for by the hospital.

Section 11.12 MSN/BSN/Certification Premium– The Hospital recognizes the professional dedication and quality focus required to achieve and maintain advanced degrees and specialty certification. Employees who have and maintain a current American Board of Nursing Specialties recognized certification or BSN degree or MSN degree on file with the Hospital shall be paid one dollar ($1.00) per hour for each degree or certification to a maximum of three dollars ($3.00) per hour compensated for said certification. The Hospital encourages all Nurses to obtain advanced degrees and/or certification in their area of specialty. Certification must be in the Nurse’s area of specialty in order to qualify for the compensation premium mentioned above. Certification premium shall be effective at the beginning of the next pay period upon the nurse successfully providing evidence of graduation or certification to the VP of Nursing.

ARTICLE 12 – SENIORITY

Section 12.1 Full-time and part-time nurses shall be placed on the same seniority roster and shall accrue seniority on the basis of hours worked in a position covered by this Agreement since the most recent starting date of employment at the Hospital. This seniority list procedure shall be duplicated for RNs and LPNs separately. If a bargaining
unit nurse accepts a non-bargaining unit position with the Hospital and subsequently returns to the bargaining unit, previous bargaining unit seniority shall be restored (bridged) and seniority accrual shall resume. No bargaining unit seniority will accrue while in a non-bargaining unit position.

**Section 12.2** Seniority shall be terminated by:

a. Termination or retirement, unless the employee is rehired within thirty (30) calendar days.

b. Layoff for lack of work which is continued for six (6) consecutive months.

c. Continued absence without good cause following the expiration of a written leave of absence or emergency extension thereof granted by Hospital.

d. Unexcused absence from work for three (3) consecutive working days without good cause.

e. Failure to report for work without good cause promptly after an accident or sickness when released to return to work by the physician.

f. Falsification of relevant information on job application.

**Section 12.3** After a nurse has served her trial period of employment, her seniority shall date from her most recent date of hire by the Hospital in an RN or LPN category separately.

**Section 12.4** In the event of a layoff, nurses will be laid off in the reverse order of seniority provided the remaining nurses are qualified to perform the available work and hours. Recall shall be in the reverse order of layoff. Per diem nurses shall be laid off before full-time and part-time nurses. The Hospital will give the Association written notice as soon as possible prior to implementation of a layoff, and shall meet at the request of the Association to review details of such an action.
Section 12.5 Notices of openings for all unit vacancies shall be posted for at least seven (7) calendar days before the position is permanently filled. The notice shall state the position, shift, nursing unit and number of hours available for the position and shall provide a job description for the position.

In recognition of the Hospital’s need to assure staffing with experienced nurses, qualified senior nurses will be given first opportunity in assigning shifts. Seniority will not control but shall be a factor along with skill, ability, work record, clinical experience and post-licensure clinical specialty education in filling unit openings and awarding new unit positions from available candidates.

A nurse who desires to change shifts or to move to another department shall make the request know in writing to the Human Resource Department who shall retain such request for consideration when such an opening exists. Requests will be kept on file only if renewed during the following April and October. The successful applicant shall be transferred into the new position within thirty (30) days of selection for the position.

Section 12.6 Hospital will not hire new full-time or part-time nurses or give such nurses work assignments which would diminish or alter a more senior nurse’s regularly scheduled hours without first giving the senior nurse an opportunity to accept the open position.

Section 12.7 If an employee is scheduled to work, he/she must be available to be put on standby for the Hospital. HC/LCSB will be rotated on the following schedule:

1. Nurses who volunteer;

2. Non-voluntary temporary nurses;

3. Non-voluntary per diem nurses;

4. Non-voluntary part-time and full-time nurses on the affected shift, shall rotate HC/LCSB according to the current point system in place at the implementation of this agreement as defined in the Hospitals Low Census Standby policy. Notice of any changes to this policy will be provided to the Association within 30 days and bargaining
if requested. If during the term of this agreement, a group of nurses is taking a disproportionate share of HC/LCSB days, the Hospital shall meet at the request of the Association to discuss options for balancing the HC/LCSB days. Duplicate rotation lists shall be applied for LPNs and RN separately. Such rotation lists will be posted in a central location available for review by nurses when desired. A bargaining unit nurse shall not be placed on involuntary low census if a traveler or agency nurse is working in that nurse’s place during that period of low census. A full shift of low census may be split between two (2) nurses by mutual agreement of the nurses.

In periods of low census, before a regular full-time or part-time nurse is placed on standby or HC, she may be assigned for orientation in areas in which she is not fully oriented, provided that staff is available to conduct the orientation and provided that she can reasonably be expected to work in that area; or she may float to provide relief in departments where the need arises, provided the nurse has been fully oriented. Nurses wishing to make themselves available for each month’s schedule for working additional shifts in part to replace HC/LCSB shifts shall notify their nurse manager in writing. Managers and Supervisors will consult the written requests to solicit volunteers to work additional hours or shifts.

Nurses on LCSB shall be readily available to be called in when needed. The Hospital shall make a cell phone available to nursing staff for use during LCSB. The distance from the Hospital for which said cell phone is intended to be used is not to exceed the distance from the Hospital to the nurse’s home.

Section 12.8 In periods of low census when nurses are to be placed on standby or HC, nurses who would incur overtime or receive premium pay for working additional hours shall be given the stay home or low census standby first regardless of the point system currently referenced in this section, provided that the nurse to work is qualified to perform the work needed. These standby hours for nurses who would have received premium pay for working additional hours will not be counted in the point system for purposes of determining future low census rotation.

Section 12.9 Nurses shall not be placed on involuntary low census for more than 25% of their regularly scheduled hours in each pay period unless the nurse volunteers for
additional low census hours above the 25% maximum amount. Nurses who refuse to float as referenced in 12.7 above will be placed on voluntary low census. Each nurse who is being kept on shift when the staffing matrix does not call for their presence may be required to float to another unit as specified by the needs of the units, as directed by management/supervisor. The nurse will be required to accept the duties as assigned for the float assignment which includes, but is not limited to: relieving nurses for assigned breaks, providing additional hands to care for patients, accepting and caring for a patient load, performing duties such as call-backs, quality improvement projects, and other duties assigned.

Nurses who are providing more than helping hands type care must be oriented to both the department and patient type.

A nurse who has previously been oriented but has not worked in a department for the previous six months may request a refresher orientation period before assuming a patient assignment.

ARTICLE 13 – PRORATED BENEFITS FOR REGULAR PART-TIME NURSES

Section 13.1 Except as otherwise expressly provided, PTO and EIB shall be prorated for regular part-time nurses by multiplying hours worked including HC and LCSB by the factor identified in Section 5.3.(e) and Section 5.6.(a) respectively.

Section 13.2 Benefits other than wages do not apply to temporary or per diem nurses. In lieu of benefits, per diem nurses shall receive a fifteen percent (15%) differential.

ARTICLE 14 – MANAGEMENT RIGHTS

Section 14.1 The Association recognizes that the Hospital has the obligation of serving the public with the highest quality, efficient and economical medical care and in meeting medical emergencies. The Association further recognizes the right of the Hospital to operate and manage the Hospital including but not limited to the right to require efficient standards of performance and the maintenance of discipline, order and efficiency, the right to determine medical and nursing care in line with ethical, legal, and professional practice standards, and methods to direct nurses and determine professional assignments, to schedule work, to determine the quality and types of equipment to be
used, to introduce new methods, facilities and organizational structures, to determine efficient staffing requirements, to determine the number and location of facilities, to determine whether the whole or any part of the operation shall continue to operate, to select and hire employees, to determine qualifications for nursing positions, to promote, to demote, suspend, discipline or discharge employees for just cause, to lay off employees for lack of work or other legitimate reasons, to recall employees, to determine that nurse employees shall not perform certain functions, to require reasonable overtime work, to promulgate reasonable rules and regulations provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

Section 14.2 Scope of Agreement. The Agreement expressed herein in writing constitutes the entire agreement between the parties. It is understood that the specific provisions of this Agreement shall be the sole source of the rights of the Association and the rights of any nurse covered by this Agreement and shall supersede all previous oral and written agreements between the Hospital and the nurses. The Hospital is under no obligation to maintain past practices, existing conditions, or historical prior benefits, oral or written.

Section 14.3 Non-grievable. It is expressly understood that the provisions contained in Article 14 above, are not subject to the grievance procedure.

ARTICLE 15 – SEPARABILITY

Section 15.1 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 16 – APPENDICES

Section 16.1 Appendices A, B, and C are intended to be part of this Agreement and by this reference are made a part hereof.
ARTICLE 17 – PATIENT CARE/PROFESSIONAL NURSING CARE COMMITTEE

Section 17.1 The Association and the Hospital recognize their joint responsibility to improve patient care. Nurses are encouraged to submit recommendations and suggestions to the Vice President of Nursing Services or to the President.

Section 17.2 The nurses may form a Professional Nursing Care Committee which shall include five (5) nurses employed at the Hospital and covered by this Agreement as selected by the bargaining unit. The committee shall meet as frequently as it deems necessary, but no less than monthly. Committee members may request and receive up to one (1) hour at their regular straight-time hourly rate of pay per month for attendance at committee meetings. The committee will invite the Vice President of Nursing Services or her designee to attend committee meetings for the purposes of exchanging information or recommendations. The purposes of the committee will be:

a. To work constructively for the improvement of patient care;

b. To recommend to the Hospital ways and means to improve patient care;

c. To provide input in the selection of material for and the scheduling of monthly in-service meetings; and

d. To promote efficient nursing practice.

The committee shall refrain from any discussion involving the interpretation of the contract. Further, written minutes of all committee meetings shall be made and copies of such minutes shall be furnished to the Vice President of Nursing Services, or his or her designee, and to the Hospital President.

ARTICLE 18 – RETIREMENT BENEFITS

Section 18.1 The Hospital shall contribute to a tax sheltered annuity, as a retirement benefit, for regular full-time and regular part-time nurses (those working at least one-thousand (1000) hours per year in each year) based on the following calculations:
YEARS OF EMPLOYMENT | BENEFIT
--- | ---
2–5 years of employment | 4% of regular hourly rate of pay (inclusive of PTO pay)
6–10 years of employment | 5% of regular hourly rate of pay (inclusive of PTO pay)
11–20 years of employment | 6% of regular hourly rate of pay (inclusive of PTO pay)
20+ years of employment | 8% of regular hourly rate of pay (inclusive of PTO pay)

In addition to the basic contributions mentioned above, nurses may enroll in the Hospital’s matching plan whereby the Hospital shall match up to four percent (4%) for nurses with two (2) through ten (10) years of employment [six percent (6%) for nurses with eleven (11) or more years of employment] of a nurse’s elective contributions. The Hospital’s matching contributions shall be equal to fifty percent (50%) of the active nurse’s elective deferrals under the plan. Any elective deferrals that exceed four percent (4%) [six percent (6%) for nurses with eleven (11) or more years of employment] of the nurse’s elective contributions, will be made under the Hospital’s voluntary Tax Sheltered Annuity Plan.

For nurses with two (2) through ten (10) years of employment:

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<th>Hospital Match (% of Regular Hourly Rate of Pay Inclusive of PTO pay)</th>
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For nurses with eleven (11) or more years of employment:

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Employer and employee contributions to a nurse’s retirement account shall be made within ten (10) days of each pay day. Nurses shall be provided a quarterly statement as to the contributions and percentage being made.

After completion of twenty (20) years of service, a nurse may elect to accrue additional PTO (as described in Article 5.3.f.) in lieu of higher retirement benefit. Such nurses will continue to receive the retirement contribution equivalent to the 11–24 years of employment rate. Such election shall occur on the nurse’s twentieth anniversary (after 20 years of employment). Absent any such election, the nurse will move to the higher retirement contribution rate. Once a nurse elects the retirement option, he/she must remain with that option for the remainder of employment.

Nurses who fail to enroll by the date of becoming eligible shall be automatically enrolled by the Hospital in the tax sheltered annuity company to which the Hospital contributes moneys for non-Association employees. The Human Resources Department shall notify nurses at least thirty (30) days before the nurse’s eligibility date in order for the nurse to enroll in the retirement plan.

In the event the Hospital should change retirement plans, then the Bargaining Unit may be allowed to change to the new plan.

Nurses enrolled in the retirement plan who terminate their employment at the Hospital and who are subsequently rehired will resume retirement benefits at the same rate at which they left.

ARTICLE 19 – MAINTENANCE OF BENEFITS

Section 19.1 Maintenance of Benefits. This Agreement expressed herein in writing constitutes the entire agreement between the parties. It is understood that the specific provisions of this Agreement shall be the sole source of rights of the Association and the rights of any nurse covered by this Agreement, and shall supersede all previous oral and written agreements between the Employer and the nurses. The Employer is under no obligation to maintain past practices, existing conditions, or historical prior benefits, oral or written.
ARTICLE 20 – DRUG AND ALCOHOL POLICY

Section 20.1 Within 90 days of ratification, the Association and the Hospital agree to convene a committee with the purpose of developing and implementing a drug and alcohol policy based on a joint commitment to promote an impairment free work force, an optimal atmosphere for care giving and that will comply with Americans with Disabilities Act (ADA), Oregon State Board of Nursing (OSBN) and Oregon Health Professional Service Program (HPSP).

The committee will be made up of up to three representatives from each side. If there is a joint failure of the committee to bargain in good faith, the drug and alcohol policy presented by the hospital during negotiations will be implemented effective the first month of the second year of the contract.

ARTICLE 21 – DURATION AND TERMINATION

Section 21.1 This Agreement shall be effective on March 1, 2019 and shall remain in full force and effect through February 28, 2021, and annually thereafter unless either party hereto serves notice on the other to amend or terminate the Agreement as provided in this Article.

Section 21.2 If either party hereto desires to modify or amend any of the provisions of this Agreement effective after February 28, 2021, it shall give written notice to the other party not less than ninety (90) days in advance of February 28, 2021, or any March 1 thereafter that this Agreement is in effect.
APPENDIX A

1. **Hourly Rates:** Nurses covered by this Agreement will be paid as follows:

   Effective March 1, 2019 all nurses should receive a 1.75% **wage increase**

   Effective March 1, 2020 all nurses should receive a 2.25% **wage increase**

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*Increases shall be effective the first of the pay period following the effective date.

To be eligible to advance to the next pay step, a full or part time nurse must have
completed one year of service and have been worked or scheduled for 1000 hours. If the part time nurse does not work or schedule 1000 hours in the calendar year, they will advance when the 1000 hours have been met.

Within 60 days of ratification of this agreement, per diem nurses may request to have their step placement evaluated. Any adjustment will be effective with the next full pay period.

2. **Shift Differential:**

   **RNS & LPNS:**
   - Days---Zero percent (0%) of the nurse’s hourly rate
   - Evenings — Eight percent (8%) of the nurse’s hourly rate
   - Nights — Eleven percent (11%) of the nurse’s hourly rate; or, Fifteen percent (15%) of the nurse’s hourly rate after two (2) years of employment

   Days shall be defined as the hours between 7:00 a.m. and 3:30 p.m. Evenings shall be defined as the hours between 3:00 p.m. and 11:30 p.m. Nights shall be defined as the hours between 11:00 p.m. and 7:30 a.m.

   A nurse who works into another shift to complete work from her original shift shall continue to receive, if applicable the original shift differential. A nurse who is asked to stay over to work all or part of a new shift will receive, if applicable, the new shift differential.

   Regular shift start and stop times will be established by management after consultation with the affected nurse(s).

   **A.** Nurses who are on LCSB during a holiday may take another day off from their PTO bank or request pay from their PTO bank in lieu of time off.

   **B.** **Standby:** The standby and callback compensation policies for nurses are as follows:

   Surgery, recovery, GS Home Health, VJM Hospice, and Personal Home Care nurses will receive effective on ratification, $5.60 an hour ($6.10 on holidays) for each hour of
standby time not worked. Surgery, Recovery, GS Home Health, VJM Hospice, and Personal Home Care nurses who are on standby and called back to the Hospital after the end of the regularly scheduled shift on weekdays, or called back on weekends will receive time and one-half (1-1/2) for that portion of callback hours which are worked. Surgery, Recovery, GS Home Health, VJM Hospice, and Personal Home Care nurses will be guaranteed a minimum of two (2) hours’ pay for callbacks. Surgery, Recovery, GS Home Health, VJM Hospice, and Personal Home Care nurses who are on standby and called back to the Hospital on a holiday will receive double time (2x) for those hours worked, with a guaranteed minimum of two (2) hours’ pay for callbacks.

A sleep room shall be made available to nurses who live out of the area when on call in order to facilitate a timely call-back response.

Except in the case of a disaster, GS Home Health, VJM Hospice, and Personal Home Care nurses shall be considered to only be on-call for that department. However, a GS Home Health, VJM Hospice, or Personal Home Care nurse may exercise the option to float to other departments after the appropriate orientation if mutually agreeable to the nurse and the Hospital.

C. Full-time or part-time nurses who are requested to be on LCSB shall be paid effective on ratification, $5.60 an hour ($6.10 on holidays) for each hour of LCSB. Additionally, if the nurse is actually called in for less than six hours, then she shall receive time and one-half (1-1/2) her regular hourly rate of pay for each hour worked. If the nurse is actually called in for six (6) or more hours, then she shall receive eight (8) hours of straight-time pay. (Exceptions to this language are nurses working twelve (12) hour shifts). When an LCSB nurse is actually called back, she shall be guaranteed a minimum of two (2) hours’ pay, in addition to her LCSB pay.

D. Any nurse who is on her own time and is called back shall be compensated at one and one-half (1-1/2) times her regular hourly rate of pay for all work over eight (8) hours in that workday. Nurses who are on-call on a weekend shall receive double (2) time for hours worked in excess of twenty (20) hours on a given weekend. A weekend shall be defined as the period of time between the end of the
nurse’s regularly scheduled shift that begins on Friday and the beginning of a nurse’s regularly scheduled shift that begins on Monday. The higher holiday rate shall be paid for all hours on standby/LCSB during the twenty-four (24) hour holiday period.

E. As a condition of employment, nurses hired after January 1, 1996 who are placed on standby for Surgery or Recovery must be able to return to the Hospital for work within twenty (20) minutes after notification that work is available. Nurses placed on standby for OB/Family Care must be able to return to the Hospital for work within thirty (30) minutes after notification that work is available. Nurses placed on standby for all other units must be able to return to the Hospital for work within forty-five (45) minutes after notification that work is available.

4. **Show-Up** Nurses who are scheduled for work and who are permitted to come without receiving prior notice of at least two (2) hours that no work is available in their regular assignment will be paid an amount equivalent to four (4) hours of work at their regular rate of pay, provided they remain at the Hospital premises for appropriate assigned work. If the Hospital is unable to utilize the nurse and releases her to return home, the nurse shall receive the appropriate show up pay.

5. **Merit Pay** The Association recognizes this contract to be the minimum standards of employment. This contract should not be construed to limit management’s right to reward an individual nurse’s performance over and above the prescribed conditions called for in this Agreement. In order to adequately staff certain areas in the Hospital such as Critical Care, Family Care, and ER, management reserves the right to pay a premium to qualified staff based on current needs of the Hospital and current market conditions. Should the Hospital consider such a premium, the Hospital shall notify the Association and agree to meet for the purposes of negotiating over such issues as the rationale for, eligibility for, the amount, and duration of such a premium.

6. If a nurse is temporarily assigned to relieve a supervisor, she shall receive a premium of seven percent (7%) above the nurse’s regular rate of pay for each hour she is so assigned. Temporary assignment of a Registered nurse to be a relief supervisor does not remove a nurse from the Bargaining Unit.
7. All nurses shall receive consideration for promotional advancement.

8. Nurses covered by this Agreement shall only perform nursing functions.

9. Nurses assigned as Shift Charge Nurses shall receive a premium of five percent (5%) above the nurse’s regular rate of pay for each hour so assigned.

10. **Preceptor Differential** The Hospital shall pay a differential of $1.50 per hour to any nurse who is chosen and consents to serve as a preceptor to provide on-the-job training to newly licensed or newly hired nurses. The differential shall only be paid for actual preceptor hours. A preceptor will be responsible for precepting only one nurse at a time.

11. **Weekend Differential** Weekend shifts commence at the beginning of the night shift of the first weekend day and end forty-eight (48) hours later. All hours worked during the weekend hours will be paid a differential of $2.40 per hour worked. The forty-eight (48) hour weekend period shall be defined by declaration in writing of the nurse or by nursing unit. Once declared, the weekend designation shall not be changed for the term of this agreement.

12. **Extra Shift Premium** Registered Nurses who agree to work previously unscheduled hours shall be paid a premium of $11.00 per hour (LPNs $9.00 per hour) in addition to all other compensation received for all extra hours worked, regardless of the total number of hours worked in the work week or workday. This premium is intended to encourage nurses to work hours/shifts that are hard to fill. This premium will be paid to nurses who, when asked, agree to work more than one (1) hour beyond their regular shift when needed to complete the work of that shift. The premium begins at the end of the regular shift. This premium will be paid to nurses who, when asked, agree to work all or part of a new shift not previously scheduled. The premium will begin at the beginning of the new shift. Such nurses may elect to limit the departments that they are available to work during such unscheduled hours and may decline to be placed on-call if not needed to actually work. Nurses who agree to pick up an extra on-call shift within six (6) hours of start time, will be eligible to receive bonus pay of $5.00 per hour above the standby/on-call rate.
13. **PICC LINE Certification** Nurses who have successfully obtained and maintained certification for the insertion and care of PICC lines and who respond to a request outside of their normal work hours shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay with a minimum of one (1) hour for time spent in insertion/care and otherwise trouble shooting PICC lines. The total number of minutes spent in trouble-shooting problems with nurses on the telephone when called by a supervisor or their designee shall be paid at one and one-half (1-1/2) times pay per pay period without a one-half (1/2) hour minimum.

14. **Wound Care Certification** Nurses who have successfully obtained and maintained national certification in wound care, and who respond to a request for wound care services outside of their normal work hours, shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay. Nurses shall be paid a minimum of one (1) hour for time spent responding to calls for wound care assessment procedures. The total number of minutes spent in trouble-shooting problems with nurses on the telephone when called by a supervisor or their designee shall be paid at one and one-half (1-1/2) times pay per pay period without a one-half (1/2) hour minimum.

15. **RN First Assist** Nurses who have completed their classroom and internship requirements of an AORN approved RNFA course and have agreed to function as an RN First Assist shall be paid a premium of ten percent (10%) of their regular rate of pay in addition to all other applicable pay when working as a designated RN First Assistant.

16. **Float Pool Nurse Premium** Float Pool nurses shall be paid a premium of $1.75 per hour for each hour worked.

Nurses, not part of the float pool who are trained to work in more than one (1) department and who agree to float to another department to care for a different type of patient than their usual assignment will receive a premium of five percent (5%) above the nurse’s regular rate of pay for each hour so assigned. (example: a Med/Surg nurse that floats to ICU and cares for ICU patients). This premium will be waived if a nurse is floating in lieu of exceeding the agreed upon low census maximum.
17. **SANE Nurses:** SANE Nurses who have completed training and are designated as able to perform exams independently under the guidelines of Oregon SATF (Sexual Assault Task Force) will qualify for the certification premium identified in the contract under section 11.12.

SANE trained nurses who are called in to testify in a court case related to an exam performed while on duty will be compensated at their regular rate of pay for all hours preparing for, traveling to, or testifying for the case. These hours will be considered hours worked.
APPENDIX B – ALTERNATE SHIFT AGREEMENT

1. Where mutually agreeable to the Hospital and a two-thirds (2/3) majority of the
nurses on a nursing unit, a nurse may be scheduled for ten (10) or twelve (12) hour
shifts under the following conditions.

2. The Hospital in consultation with the nurses in the department shall establish
time periods for ten (10) or twelve (12) hour shifts.

3. Shift differential and holiday premium shall be paid for the entire shift, if
applicable, based on the shift where the majority of hours to be worked fall in the work
day.

4. For ten (10) hour shifts, overtime will be paid for all hours worked over ten (10)
hours in a work day or over forty (40) hours per work week. For twelve (12) hour shifts,
overtime will be paid for all hours worked over twelve (12) hours in a work day or over
thirty-six (36) hours per work week.

5. For ten (10) hour shifts, nurses normally scheduled to work forty (40) hours per
week shall be considered to be full-time and will receive and accrue benefits at the full-
time accrual rate. For twelve (12) hour shifts, nurses normally scheduled to work thirty-
six (36) hours per week shall be considered to be full-time and will receive and accrue
benefits at the full-time accrual rate.

6. Part-time nurses will accrue and receive benefits on the basis of hours worked in
accordance with the contract.

7. For ten (10) hour shifts, two (2) fifteen (15) minute breaks and one-half (1/2) hour
unpaid meal break shall be permitted. For twelve (12) hour shifts, three (3) fifteen (15)
minute breaks and a one-half (1/2) hour unpaid meal break shall be permitted. The
breaks may be combined with agreement of the covering house supervisor and
appropriate relief provider.

8. Ten (10) hours of LCSB or HC shall count as one and one-quarter (1-1/4) shifts
on the rotation roster. Twelve (12) hours of LCSB or HC shall count as one and one-half
(1-1/2) shifts on the rotation roster. Ten (10) hour and twelve (12) hour shifts may be broken up (such as eight (8) and two (2) hour, or eight (8) and four (4) hour blocks) in order to reduce the impact of LCSB or HC.

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

10. Should the Hospital or the nurses wish to cease working under the Alternate Shift Agreement then said party shall give notice to the other at least sixty (60) days prior to its intent to cease working the alternate shifts.

11. For ten (10) hour shifts, when on LCSB, if the nurse is actually called in for less than eight (8) hours, then she shall receive time and one-half (1-1/2) her regular hourly rate of pay for each hour worked. If the nurse is actually called in for eight (8) or more hours, then she shall receive ten (10) hours of straight time pay. For twelve (12) hour shifts, when on LCSB, if the nurse is actually called in for less than ten (10) hours, then she shall receive time and one-half (1-1/2) her regular hourly rate of pay for each hour worked. If the nurse is actually called in for ten (10) or more hours, then she shall receive twelve (12) hours of straight time pay. When an LCSB nurse is actually called back, she shall be guaranteed a minimum of two (2) hours’ pay, in addition to her LCSB pay.
APPENDIX C - SURGICAL SERVICE DEPARTMENT CALL SCHEDULING

LETTER OF AGREEMENT – OPERATING ROOM CALL

Notwithstanding all other contract provisions or policy to the contrary, the parties hereby agree as follows:

1. All Operating Room, Day Surgery/PACU nurses are required to be on-call.
   - The Hospital shall schedule nurses to be on call for up to 7 days based on FTE status to cover Department after hours (week nights and weekend, Sunday Night through Saturday Night) call. Such nurses shall not be scheduled to work any other hours, except on a volunteer basis, to be documented in writing. The on call Nurse shall be responsible for all night shift call hours between Sunday and Saturday. Nurses while on call shall be compensated for 40 hours of straight time. Nurses shall be compensated at overtime and/or premium pay for any hours worked over a total of 40 hours per call week. Nurses shall be scheduled for after-hours call on a fair and equitable, rotating basis.

   - Call hours commence at 1900 and end at 0630 except for Saturday and Sunday morning, when they end at 0700.

   - Weekend day shift call shall be from 0700 am to 1900 pm Saturday, and 0700 am to 1900 pm Sunday evening, after which time after hours call will begin (1901 pm Sunday evening until 0700 am the following Sunday morning).

   - Weekend call shall consist of 2 (12) hour shifts, (0700-1900 Saturday, and 0700-1900 Sunday). Nurses holding a RNFA position shall be exempt from filling call, and shall only be utilized in their position of First Assist unless agreed upon in advance.

   - Weekend call shall be rotated on a fair and equitable basis. Additionally, nurses shall not be scheduled to take weekend call immediately before or following after hours weekend day call, unless the nurse volunteers and such agreements are documented in writing.
• Equitable call rotations shall be determined on an individual basis, taking into consideration skill mix, FTE, and PTO requests.

• Holiday call coverage for the Operating Room, Day Surgery/PACU shall be rotated in accordance with the current contract. A nurse whose week of call falls during a recognized holiday shall have the following options:
  o Work all shifts as scheduled. If called in to work on the holiday, will be paid at rate of time and one half.
  o If they opt out of taking call on the holiday, they are to take 5.75 hours of PTO and a nurse who is required by rotation will be assigned the holiday call.
  o No nurse will be made to work the majority of holidays in any year or the same holidays in consecutive years unless it is their preference.

  2. All Department staff will be required to take call for Holiday coverage consistent with the above stated procedure for the Hospital.

  3. In the event of low census hours, the Nurse Manager or designee in charge of the department will assign hours off following the already established low census/stand-by system.

  4. In the event that a nurse, while on the seven (7) night call rotation is unable to work part of their required week, each night not worked requires the nurse to take 5.75 hours of PTO (EIB may be used after the 24th hour of PTO has been utilized). If a nurse is ill for the entire week, they will be required to use 40 hours of PTO/EIB (if applicable).

  5. The parties recognize that there may be times that openings exist in the call shift schedule. Such openings will be filled first by volunteers and then on a mandatory basis, rotated by skill mix and seniority.
6. Whole call weeks may be traded on a voluntary basis with approval of affected staff and department manager or designee. All requests must follow hospital policy for time off.
NIGHTINGALE TRIBUTE

Nursing is a calling, a way of life. Nursing is a service profession and is not lived in isolation. Nurses rely on each other because our connections have a synergistic effect on our individual and collective practices; our connections enable us to help each other as we deliver care, teach, conduct research, provide leadership, and live in our communities. It is appropriate that we honor our colleagues not only during their careers, but also at the end of their life. Each year, we honor the lives of these nurses. Not by the number of years, or the place of their practice, but in the often unwitnessed difference that they made during those years.

She Was There

When a calming, quiet presence was all that was needed, She was there.
In the excitement and miracle of birth or in the mystery and loss of life, She was there.
When a silent glance could uplift a patient, family member of friend, She was there.
At those times when the unexplainable needed to be explained, She was there.
When the situation demanded a swift foot and sharp mind, She was there.
When a gentle touch, a firm push, or an encouraging word was needed, She was there.
In choosing the best one from a family’s “Thank You” box of chocolates, She was there.
To witness humanity,—its beauty, in good times and bad, without judgment, She was there.

To embrace the woes of the world, willingly, and offer hope, She was there.
And now, that it is time to be at the Greater One’s side, She is there.
[Note: pronoun can be changed. ©2004 Duane Jaeger, RN, MSN]

Good Shepherd Medical Center Nurses past and present:
We honor you this day and present this white rose and light this candle to symbolize our honor and appreciation for being our nurse colleague.

Lani L. Pryor, Jan 2019
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
Good Shepherd Medical Center, March 1, 2019 through February 28, 2021.

Signature: ______________________________

Today's Date: ________________

Your Mailing Address: ________________________________

______________________________________________

______________________________________________

Home Phone: __________ Work Phone: __________

Cell Phone: ________________________________

Email: ___________________________ Unit: ______________

Shift: ________________________________