

EMPLOYMENT AGREEMENT

Between

OREGON NURSES ASSOCIATION

And

HARNEY DISTRICT HOSPITAL

July 1, 2019 through June 30, 2023

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EMPLOYMENT AGREEMENT
Between
OREGON NURSES ASSOCIATION
And
HARNEY DISTRICT HOSPITAL

THIS AGREEMENT is made and entered into by and between the Harney District Hospital, 557 W. Washington, Burns, Oregon 97720 (hereinafter referred to as the "Employer"), and the Oregon Nurses Association (hereinafter referred to as the "Association").

PREAMBLE

The purpose of this Agreement is to facilitate the achievement of the mutual goal of improving patient care by establishing standards of wages, hours and other conditions of employment and to provide an orderly system of employer-employee relations, facilitating joint discussions and cooperative solutions of mutual problems.

ARTICLE 1 – RECOGNITION

1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for, and this Agreement shall cover, all Registered Nurses including Charge Nurses and Clinical Care Coordinators employed by the Employer at its hospital in Burns, Oregon, excluding all supervisors/managers (such as Chief Nursing Officer, Assistant Chief Nursing Officer, Operating Room Supervisor) and all other employees.

ARTICLE 2 – MANAGEMENT RIGHTS

2.1 The management of the hospital, and the direction of the work force, including the right to plan, direct and control its operation; to determine the means, methods, processes, materials and schedules of operations; to determine the location of its business; the right to contract and sub-contract for materials, supplies, services and equipment; to determine the continuance of its operation or operating departments; to establish and require employees to observe its rules and regulations; to hire, lay off or

relieve employees from duties; and to suspend, demote, discipline and discharge employees for just cause, are the right solely of the Employer.

The foregoing enumeration of Employer's rights shall not be deemed to exclude other rights of the Employer not specifically set forth. The Employer, therefore, retains all rights not otherwise specifically limited by this Agreement.

ARTICLE 3 – ASSOCIATION MEMBERSHIP

3.1 The Employer will deduct from the pay of the employees covered by this Agreement and transmit to the Association the Association membership dues of those Association members who individually request such deductions in writing in the form and according to the terms of an authorization form mutually acceptable to the parties hereto.

3.2 Association will indemnify and save Hospital harmless against any and all claims, demands and other forms of liability that may arise out of, or by reason of action taken or not taken by Hospital due to its compliance or intended compliance with paragraph 3.1 above.

3.3 The Employer agrees to distribute to each newly hired nurse at new hire orientation, an information packet provided by the Association. The packet shall include the contract, information concerning the membership, membership applications and payroll deduction forms. A Bargaining Unit Executive Committee member or other identified Association member will be allowed to present this information to nurses during new employee orientation for nurses. The Association member will be provided with up to 30 minutes of paid time at the straight time rate at a time to be determined by the Hospital to do so. The Hospital will provide the President and Membership Chair with at least seven days advance notice of scheduled nurse orientation. Pay under this section is not considered “time worked” for overtime purposes, and does not count toward overtime or premium pay for any purpose.

3.4 Within 30 days after the execution date of this Agreement, and semi-annually thereafter, the Hospital shall provide the Association with a master list of all employed nurses who are subject to the provisions of this Agreement, giving the names,

addresses, phone numbers, classification, social security numbers, and dates of hire. Each month subsequent to the establishment of the master list, the Hospital shall forward to the Association the names, addresses, phone numbers, classifications, social security numbers, and dates of hire of new nurses or nurses who have transferred into the bargaining unit and the names of nurses who have resigned, or who have been terminated or who have been transferred out of the bargaining unit; and any updated addresses and/or phone numbers of current bargaining unit nurses.

ARTICLE 4 – EQUAL OPPORTUNITY

4.1 There shall be no discrimination by the Employer against any nurse on account of membership in or activity on behalf of the Association, provided that such activity does not interfere with the nurse's regular duties.

4.2 The parties agree that each shall comply with all the valid rules and regulations issued by authorized Federal agencies, as affirmed by the Court, regarding non-discrimination practices, to the extent that such rules and regulations apply to the employment at the location covered by the Collective Bargaining Agreement.

4.3 The Hospital and the Association agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to a healthy work environment, a culture of safety and to the excellent provision of patient care. Behaviors that undermine such mutual respect, including abusive or “bullying” language or behavior, are unacceptable and will not be tolerated.

- A. Any nurse who witnesses or believes they are subject to such behavior should raise their concerns with their manager as soon as possible. If the manager is unavailable, or if the nurse believes it would be inappropriate to contact that person, the nurse should raise their concerns with Human Resources.
- B. Any nurse who in good faith reports such behavior, or who cooperates in an investigation of such behavior, will not be subject to retaliation by the Hospital, the Association, or other nurses. Any nurse who believes they are

being retaliated against for reporting such behaviors should raise their concerns with Human Resources as soon possible.

- C. The Hospital will promptly investigate any reports of such behavior and, based on such investigation and applying appropriate discretion, take appropriate action to prevent the reoccurrence of such behavior.
- D. The Hospital will communicate to the nurse who made the complaint whether or not the investigation supported the allegation, did not support the allegation, or was inconclusive. The Hospital may choose to keep confidential the level of discipline, if any, given to an employee who has been found to have engaged in such behavior.
- E. This procedure is exclusive for resolving claims of bullying under this Section and the grievance procedure does not apply; except that: 1) any RN receiving corrective action for bullying may use that procedure to contest the action, and 2) a nurse raising a claim of bullying may utilize that procedure if the bullying claim processing procedures are not followed.

ARTICLE 5 – ASSOCIATION REPRESENTATIVES

5.1 Duly authorized representatives of the Association shall be permitted at all times to enter the Hospital operated by the Employer for the purpose of transacting Association business and observing conditions under which employees covered by this Agreement are employed; provided, however, that the Association's representative shall upon arrival at the hospital notify the Administrator or designee of the intent to transact Association business. The Association Representative shall advise the Administrator as to which department or areas he/she wishes to visit, and confine his/her visits to such department or areas as agreed upon. Transaction of any business shall be conducted in an appropriate location subject to general rules applicable to non-employees, and shall not interfere with the work of employees.

5.2 The local unit chairperson may investigate circumstances of grievances under this Agreement. Should problems arise, at the request of either party, the parties shall meet and mutually agree to ground rules for such investigations. The Association's grievance chairperson will investigate Association grievances on his/her own time unless the parties agree otherwise.

5.3 Hospital shall provide a bulletin board in a location accessible by all nurses for posting of Association materials. Such Association materials shall meet reasonable standards of appropriateness and shall not be used for inaccurate or provocative material. Hospital retains the right to remove material that fails to meet these tests.

ARTICLE 6 – DEFINITIONS

6.1 Full-Time Employees: Employees who regularly work 36 to 40 hours within a seven day period or 72 to 80 hours within a 14 day period. Work as described in this section includes those types of compensated hours described in Article 8.2.

6.2 Part-Time Employees: Employees who regularly work less than thirty-six (36) hours within a seven (7) day period, but at least twenty (20) hours; or less than seventy-two (72) hours within a fourteen (14) day period, but at least forty (40) hours. Certain benefits may be prorated for part-time employees, dependent on the hours worked and the specific benefit. Work as described in this section includes those types of compensated hours described in Article 8.2.

6.3 Casual Employees: Employees who regularly work less than twenty (20) hours in a seven (7) day period and/or work only on an as needed basis. A casual nurse must work at least 108 hours (24 hours of which are on weekend days) every six months to retain status as a casual nurse. Time spent in training does not count toward this minimum requirement; however time spent in mandatory staff meeting(s) shall count toward this minimum requirement. Low census and standby hours shall count as hours worked for purposes of this section. In periods of prolonged low census, whenever the Hospital is unable to schedule a casual nurse this requirement may be waived by the hospital. Within one month of implementation of this agreement, the Hospital shall notify all currently employed casual nurses of this new requirement. They shall have six months to meet said requirement. Casual employees are not eligible for any hospital benefits other than those payroll taxes required by Federal or State Law.

6.4 Temporary Employees: Employees who are hired to work during a period not to exceed 90 days (520 continuous paid hours) when additional work of any nature requires a temporarily augmented force or in the event of an emergency, or to relieve

regular employees because of illness, or to work during vacation periods. Temporary employees shall not be entitled to fringe benefits except as required by law.

6.5 Regular Rate of Pay: Regular rate of pay means the nurse's base hourly rate in accordance with Section 1 of Appendix A, plus any wage adjustment earned in accordance with Section 2 of Appendix A. The regular rate of pay includes an individual nurse's shift differential as a component of the regular rate of pay.

6.6 Standby: Available to work outside of a regularly scheduled shift at the request of the Hospital. Compensation shall be at the regular on-call rate for all time on standby.

6.7 Low Census: Time spent on-call at the request of the Hospital due to a reduction in work. Compensation shall be as per Article 9.5. The Nurse shall not suffer the loss of benefits for low census time.

6.8 House Convenience (HC): When, by mutual agreement, a nurse is relieved of responsibility for a scheduled shift, there shall be no compensation for house convenience or accrual of benefits for time spent on house convenience.

ARTICLE 7 – TRIAL PERIOD

7.1 The first six (6) months of continuous employment shall be considered a trial period. A performance evaluation shall be conducted at the end of the trial period and annually thereafter. The conclusion of the trial period shall be subject to completion of all orientation and competency checklists by the end of the trial period, provided the nurse has had the opportunity to practice the skills necessary to achieve competency.

7.2 An employee shall attain regular employee status upon successful completion of the trial period and completion of all assigned checklists, provided the nurse has had the opportunity to practice the skills necessary to achieve competency.

ARTICLE 8 – WORK SCHEDULE AND OVERTIME

8.1 The work week begins at 7:01 a.m. Sunday and ends at 7:00 a.m. the following Sunday.

8.2 A normal work day shall consist of a twelve (12) hour shift (ten (10) or twelve (12) hour shifts in surgery). Three (3) compensated (worked, PTO, EIB, low census, bereavement, or paid education) twelve-hour shifts (36 hours) in a week shall be deemed full-time and shall receive an additional four (4) benefit hours. When mutually agreeable to the Employer and the Employee, other work schedules may be established.

8.3 Overtime Provisions

- A.** Overtime is calculated at one and one-half (1 ½) the employee's straight time hourly rate of pay.
- B.** Overtime hours shall be computed to the nearest one-tenth (1/10th) hour.
- C.** All overtime must be properly authorized by the Employer.
- D.** Hours paid but not worked shall not count as hours worked for purposes of computing overtime.
- E.** There shall be no pyramiding or duplication of overtime pay.

8.4 Overtime shall be paid for:

- A.** Work in excess of shift/work week
 - 1.** 12-hour shift employees – worked hours in excess of twelve (12) hours per shift and thirty-six (36) hours in a work week.
 - 2.** Non-12 hour shift employees:
 - a.** Electing a forty (40) hour week – worked hours in excess of forty (40) hours in a work week or more than the total number of hours in the scheduled shift.
 - b.** Electing an 8 and 80 work schedule – worked hours in excess of eight (8) hours per shift or eighty (80) hours in a two (2) week pay period.

- B.** Saturday and/or Sunday work per the following conditions:
- 1.** On the third or more consecutive weekend.
 - 2.** This provision does not apply when:
 - a.** The nurse requests to work the additional weekend(s), or
 - b.** The nurse requested time off in the preceding week in excess of that which the nurse usually has off, or
 - c.** The excessive weekends resulted from a trade between nurses.
 - 3.** For purposes of this Section, the weekend shall be defined as Saturday and Sunday for the dayshift and Friday and Saturday for the night shift.

8.5 All nurses shall receive two (2) times the employee's straight time hourly rate of pay for days worked in excess of seven (7) consecutive days. Time spent in education or other meetings of less than eight (8) hours will not count as a "day worked" for purposes of this section. Time spent in mandatory education or other meetings that are scheduled for eight (8) or more hours per day also will not count as a "day worked," but this time will not be considered a "day off" so as to break the consecutive days.

8.6 An employee called back to work after the completion of the employee's regular work day, or called in before the start of the regular work day, shall receive a minimum of four (4) hours of pay at the appropriate rate (regardless of time worked), except that the regular work day shall count as part of the four (4) hour minimum when the nurse begins work before the start of the regular work day.

8.7 Employees required to work during a meal period shall be compensated for such work at the appropriate rate. Employees will be entitled to a rest break of fifteen (15) minutes for each four (4) hours of work.

8.8 Unless performing standby duty, each employee shall have an unbroken rest period of at least ten (10) hours between shifts unless otherwise mutually agreeable to the Employer and the employee. If such an uninterrupted break is not received, the nurse shall receive 1-1/2 times his/her regular rate of pay for all work performed thereafter and

prior to the expiration of the appropriate minimum number of hours described in (a) and (b) above and until such a break is received.

8.9 Work schedules and days off shall be posted on the 20th of the month immediately preceding the month in which the schedule becomes effective. Posted schedules may be amended by mutual agreement at any time. Nurses shall have requested days off to the staffing coordinator by the 10th of the month immediately preceding the month in which the schedule becomes effective. Requests that come in after the 10th will be accommodated as possible however the nurse may have to secure a replacement.

8.10 Work weeks consisting of excessive consecutive work days shall be discouraged unless mutually agreeable to the employer and the employee concerned. When it is necessary to schedule excessive consecutive work days, every effort shall be made to rotate these assignments.

8.11 Part-time employees are to have preference on work schedules over casual employees.

8.12 Every effort will be made by the hospital to schedule a minimum of two Registered Nurses per shift, such nurses to be from the bargaining unit. Nurses will schedule themselves for weekend shifts on an equitable rotational basis. Should nurses request to work additional weekends in accordance with Section 8.4.B, the remaining weekend shifts will be scheduled on an equitable rotational basis.

8.13 Shift preference shall be on the basis of the most senior nurse desiring a shift, contingent on the more senior nurse possessing appropriate skills. When a vacancy occurs, volunteers shall be given an opportunity to apply. If there are no volunteers, the hospital may assign the least senior nurse of the appropriate status.

8.14 Should a Registered Nurse position become vacant or newly created, and then the Hospital shall post a notice of such position opening for fourteen (14) calendar days online and on the bulletin board outside the staff locker room. If qualified applications are received (d) the vacancy shall not be posted for longer than 14 days. The posting shall

specify the shift, number of hours per week, length of shift, and minimum qualifications for the position. Qualifications to perform the duties of the position shall be the primary consideration in the selection process. If two or more qualified applicants who have passed their trial period as defined in paragraph 7.1 apply for a vacant position and are considered to be relatively equal in qualifications and experience, the senior nurse shall be selected. All internal applicants shall be considered prior to consideration of outside applicants. Positions shall be awarded within seven days of closing the posting (provided a qualified applicant applies), and the successful applicant shall be placed in the position within thirty days of being awarded the position.

8.15 Short Notice Pay: Nurses, who at the request of the Hospital, work a shift or part of a shift, not previously scheduled, where the request was made less than twenty-four (24) hours prior to commencement of the extra shift, shall be compensated at the rate of one and one-half (1 ½) times the nurse's straight time hourly rate of pay for all hours worked. Shift cancellation due to low census in the same week shall not eliminate a nurse's eligibility for short notice pay. If the nurse is not needed to work after making a commitment to do so, she will be placed on-call for the hours unless the nurse requests House Convenience.

8.16 Difficult to Fill Shift: The Hospital shall pay a premium as defined below for full-time and part-time nurses who agree to work extra shifts defined by the Hospital as "difficult to fill shifts." To qualify for this shift premium, a full-time or part-time nurse must work their assigned number of hours (based on their FTE) in the work week of the premium shift; provided, however, the nurse shall still be eligible for the premium pay if the nurse did not work due to:

- Jury duty
- Low census requested by the Hospital (including voluntary low census)
- PTO which was approved and placed on the monthly schedule prior to the schedule being posted
- Bereavement leave
- FMLA/OFLA/OPSL
- National Guard/Drill Duty

A nurse shall not be entitled to time and one half (1 ½) the nurse's rate of pay in addition to the extra shift premium unless the nurse is eligible for overtime as defined in this agreement or the DTF shift is on a recognized holiday. DTF premium shall be paid as follows:

\$10.00/hour for nurses working at the straight time rate

\$6.50/hour for nurses working at the overtime or holiday rate

Nurses who are placed on call shall not also be eligible for the DTF premium but will be paid callback pay if called back into work.

The objective and goal of this premium pay is to reduced reliance by the Hospital on agency nurses and management call in.

ARTICLE 9 – COMPENSATION

9.1 Employees covered by this Agreement shall be paid in accordance with the guidelines contained herein, and the applicable wage rates in Appendix A attached hereto and made a part of this Agreement.

7/1/19 or ratification if later: 3%

7/1/20: 2.5%

7/1/21: 2.5%

7/1/22: 4%

9.2 For purposes of computing step increases and eligibility for fringe benefits, one year of employment shall equal 12 calendar months. Step increases shall become effective at the beginning of the first payroll period following the anniversary date of employment. A nurse who has not met all mandatory education requirements in the year preceding their scheduled annual service increment increase shall have their increase delayed until such time as all mandatory education requirements have been completed. The Chief Nursing Officer will notify all nurses of mandatory education requirements in writing on a quarterly basis. Each nurse will be responsible to certify completion of all mandatory education requirements. If there are extenuating circumstances which

prevented the nurse from completing mandatory education requirements in a timely manner, the nurse may appeal to the Chief Nursing Officer for consideration and determination to receive their service increment increase on the first payroll period following the anniversary date of employment.

9.3

- A.** At the discretion of the Chief Nursing Officer, employees first employed during the term of this agreement may be compensated at a salary level reflective of their recent relative experience.
- B.** For purposes of this section, continuous recent experience shall be defined as clinical nursing experience in an acute care facility without more than 12 months since the last employment as a Registered Nurse in an acute care facility.

9.4 Employees who report to work as scheduled and who must leave because of Employer decision shall be paid a minimum of four (4) hours' report pay at the straight time rate. The provisions of this section shall not apply if the lack of work is not within the control of the Employer or if the Employer makes a reasonable effort to notify the nurse by telephone or by messenger not to report for work at least two (2) hours before his/her scheduled time to work. It shall be the responsibility of the nurse to notify the Employer of his/her current address and telephone number. Failure to do so shall preclude the Employer from the notification requirements and the payment of the above minimum guarantee.

9.5

- A.** Employees placed on stand-by (on-call) status off hospital premises shall be compensated at the rate of \$4.50 per hour. The stand-by rate for nurses assigned to the Surgery Department shall be \$5.50 per hour. The hourly standby pay will not be paid during hours the nurse works at the hospital. Hospital shall provide a pager for any nurse on standby.

- B.** Standby duty and low census shall not be counted as hours worked for purposes of computing overtime.
- C.** When a nurse is placed on standby or low census and is called into work, she shall be compensated at the rate of one and one-half (1-1/2) times her regular rate of pay (plus applicable weekend or shift differential for the hours called back) for all hours worked with a minimum of two (2) hours of pay.
- D.** The standby or low census time shall begin at the commencement of the shift for which the nurse is on standby. The eligibility for call-back pay shall begin at the time the nurse reports to the hospital and commences work. If the hospital contacts or attempts to contact the nurse to work his/her regular shift prior to the start of the shift, the nurse will work the normal shift at the regular rate of pay. If the nurse is contacted before the commencement of the scheduled shift and arrives within 30 minutes of the start of the shift, the nurse will be compensated for the whole shift.
- E.** If a nurse stays on the hospital premises at the convenience of the Chief Nursing Officer, or designee, while on-call, the nurse shall be paid \$1.00 per hour higher than the regular on-call rate.

9.6 The shift differential rate for nurses working night shift shall be \$4.25 per hour. Shift differential will continue to be paid when the nurse is asked to work day shifts for the Hospital's convenience, and while on paid time off. Shift differential will not be paid when the nurse is receiving orientation or training on day shift.

9.7 Employees shall be compensated at the regular hourly rate for all time spent on hospital committees established by the Employer, where employee's attendance is required by the hospital.

9.8 Fringe benefits for full-time and part-time nurses shall be computed on the basis of total hours paid.

9.9 Weekend shifts shall commence at 7:00 P.M. on Friday and end at 7:00 P.M. on Sunday. When more than one-half (1/2) of the shift has been worked on a

weekend shift, all hours will be paid a differential of \$1.50 per hour worked. For nurses on on-call status for the duration of the weekend, weekend differential shall be paid for all hours worked on call back between 7:00 P.M. on Friday and 7:00 P.M. on Sunday.

9.10 Preceptor Differential: The Hospital shall pay a differential of \$1.50 per hour to a nurse who is designated by nursing management to serve as a preceptor to provide on-the-job training to newly hired nurses. One differential will be paid per shift per orientee to the primary preceptor for all hours served as the primary preceptor for that shift. Preceptor will only be paid while the newly hired nurse is in a one-to-one status. Preceptor is a voluntary assignment and the nurse has the option to refuse the preceptor assignment.

9.11 Charge Nurse: The nurse on each shift appointed as charge nurse by management shall be paid a premium of \$3.00 per hour for each hour worked as charge nurse. Duties of the charge nurse shall be as described in the attached Letter of Agreement.

9.12 Certification Bonus: The Hospital will pay an annual certification bonus of \$500 to any full-time nurse and \$330 to any part-time nurse who obtains and maintains one of the following nationally-recognized certifications which shall be paid on the anniversary date of each eligible nurse. The certification and recertification bonus shall be available for only one of the following certifications:

COB – Certified OB

CCRN – Critical Care Registered Nurse

CEN – Certified Emergency Nurse

CNOR – Certified Nurse in the Operating Room

CPEN – Certified Pediatric Emergency Nurse

CPHQ – Certified Professional in Healthcare Quality

Certified Medical/Surgical Nurse

Certified Recovery Nurse

Certified Chemo Nurse

Certified Lactation Consultant

Certified Infection Control

9.13 BSN Differential: The Hospital shall pay a differential of \$1.00 per hour to any nurse who obtains a BSN degree.

ARTICLE 10 – PAID TIME OFF

10.1 The forms of time off with pay previously called vacation, holiday and sick time have been redefined in two employee benefits called Paid Time Off (PTO) and Extended Illness Bank (EIB). Beginning with the first day of full time and/or part time employment (casual & temporary employees are not eligible), PTO and EIB benefits are earned according to the following formula based on the length of service rate times straight-time hours paid or unpaid low-census hours (maximum of 2080 paid/low-census hours per year). PTO/EIB does not accrue against hours paid for overtime or stand-by. Accumulated PTO/EIB hours may begin to be utilized after the first 90 days of employment and is paid at the employee's current straight time rate.

10.2 PTO

Length of Service	Rate Per Hour	Max Hours Per Year	Max Days Per Year	Max Days Accruable
0 - 4 years	.0962	200	25	37.5
5 - 9 years	.1154	240	30	45
10 - 14 years	.1346	280	35	52.5
15 + years	.1442	300	37.5	56.25

10.3 EIB

Length of Service	Rate Per Hour	Max Hours Per Year	Max Days Per Year	Max Days Accruable
0 + years	.0231	48	6	60

10.4 Each full time employee is required to take at least 70 hours of PTO each year; each part time employee is required to take at least 35 hours of PTO each year. If an employee has requested the required PTO in a timely manner and has been denied due to hospital's staffing needs, this requirement shall be waived until such time as the employee can mutually arrange scheduled time off with the department.

10.5 PTO requests for vacation purposes shall be granted according to the operating needs of the Hospital. Request for vacation PTO shall be submitted in writing prior to the 10th day of the month preceding the start of the requested PTO, but no more than three (3) months prior to the date when the schedule covering such time off is to be posted. For written PTO vacation requests submitted sixty (60) calendar days or less preceding the start of the requested PTO, the Hospital will notify the nurse of the approval or denial in writing within ten (10) calendar days after the request is received. For PTO vacation requests submitted more than sixty (60) calendar days (but less than the maximum provided above), the Hospital will notify the nurses of the approval or denial in writing within thirty (30) calendar days of the request. After written approval of the PTO time is granted, such time may be changed only upon mutual agreement of the nurse and the Hospital.

The first forty hours of PTO/EIB taken each calendar year for reasons covered by the Oregon Paid Sick Leave law shall count as Oregon Paid Sick Leave and will be administered in accordance with legal requirements.

10.6 Employees may accumulate a PTO bank to a maximum of 1 & 1/2 times the annual accrual. Employees may request to cash out all or a portion of their PTO once per calendar year, providing that they have taken their minimum PTO hours off during the year. Employees of less than six months employment are not eligible for cash-out provisions. The cash-out pay day will be set by the District and announced each year. Generally, the cash-out pay day will fall between late November and mid-December. Requests for cash-out are due two (2) weeks prior to the cash-out pay day.

10.7 PTO is taken in place of scheduled work days for full time employees and cannot be used in place of a normal day off to increase the monthly wage benefit above full time wages. Part time employees may take PTO in addition to their part time schedule, but may not exceed full time wages. PTO may be used to replace shortages resulting from canceled or reduced scheduled hours.

10.8 PTO/EIB will not be utilized in calculating overtime.

10.9 Although PTO replaces paid holiday time, the hospital still recognizes nine official holidays a year for scheduling purposes. Calendar dates for recognized holidays shall be specified by the employer during the preceding year by posted notice in conspicuous locations within the hospital. Holidays are figured from 7:00 p.m. the day before the designated holiday until 7:00 p.m. the day of the designated holiday (7:00 a.m. the day of the designated holiday to 7:00 a.m. the day after the designated holiday for Memorial Day, Independence Day, Labor Day, Christmas Eve and Christmas Day). The employer shall use its best efforts to rotate holiday work among all full time and part time employees. Each nurse shall be guaranteed to have off Christmas Day, New Year's Day or Thanksgiving each year. At the employee's option they may choose Christmas Eve versus Christmas Day or New Year's Eve versus New Year's Day as his/her holiday. Nurses required to work on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day or New Year's Day shall be paid 1-1/2 times their straight time rate of pay for all hours worked on the holiday.

10.10 The EIB is intended to be used as a long-term sick plan not to exceed the effective date of applicable disability coverage. Generally EIB benefits may be accessed after the first 24 consecutive hours of scheduled work missed due to an illness or injury which has incapacitated the employee from performing their normal duties and for disability due to pregnancy, miscarriage, abortion, childbirth and recovery. EIB may be accessed without waiting 24 hours or using PTO for the first 24 hours when an employee has been admitted to a Hospital, or in other circumstances in accordance with the Hospital's EIB Policy. EIB benefits will be paid in lieu of and in accordance with the employee's normal work schedule. PTO benefits may be used for the first 24 hours of scheduled work missed.

10.11 Employees must have a physician's statement (MD, DO, NP, PA or DDS) in order to draw from the EIB and a release from the physician in order to return to work.

10.12 If an employee exhausts their EIB and is still not able to return to work, the PTO bank may be used until exhausted or the employee is able to return to work. If an

employee is able to return to work only part time to begin with, the EIB may be used to make up the employee's normal work schedule. If an employee returns to work after utilizing EIB and has to be absent again for the same disability or illness within 5 calendar days, he/she may access their EIB without the 24 hour requirement.

10.13 In any case in which an employee shall be entitled to benefits or payments under the Industrial Insurance Act or similar legislation, the employer shall pay only the difference between the benefits and payments received under such Act for such employee and the employee's EIB benefits otherwise payable.

10.14 The employer will not require employees utilizing PTO or EIB to find their own replacements.

10.15 Employees may accrue EIB up to a maximum of 480 hours. EIB hours are forfeited upon termination.

10.16 Employees who terminate or who transition to other than full time or part time prior to the first 90 days of employment have no PTO or EIB benefits. Employees who terminate or who transition to other than full time or part time after the first 90 days of employment will be paid all accrued PTO benefits. Terminating employees lose all accrued EIB benefits. Employees going from FT or PT to casual will have all accrued EIB benefits frozen and unavailable for use. No additional PTO or EIB benefits accrue during the period of casual employment. If the employee then transitions back from casual to FT or PT employment without a break in employment, the frozen EIB benefits become immediately available and accrual rates for PTO and EIB are based on total length of continuous service.

ARTICLE 11 – SENIORITY

11.1

- A.** Seniority shall mean the length of continuous employment by the hospital of a type covered by this Agreement. The senior qualified nurse shall be given first opportunity for both advancement and shift

preference within their area of experience and qualifications. From July 1, 2008 onward, casual and part time nurses shall earn seniority, step increases and movement on the PTO accrual scale based on hours worked/compensated (1872 hours = one year seniority). From July 1, 2019 onward, part time nurses shall earn seniority, step increases and movement on the PTO accrual scale in the same manner as full time nurses. Part-time nurses hired after July 1, 2008 will be given seniority credit in the same manner as full time nurses for the period between July 1, 2008 and June 30, 2019 for purposes of seniority and step placement only, and they shall not receive retroactive pay.

- B.** In the event that nurses are involuntarily laid off, layoffs shall be in the order of seniority as defined in this Article among the nurses in a patient care unit where layoff occurs. However, a more senior nurse(s) may be laid off out of seniority if he/she is not qualified to perform the work of the unit during the layoff or does not possess special skills required in the unit which are possessed by a less senior nurse(s).

11.2 Seniority shall be broken by termination of employment. An employee shall lose all seniority rights for any one or more of the following reasons: voluntary resignation, discharge for cause, failure to return to work within five (5) days after being recalled by registered mail (return receipt requested), unless due to actual illness or accident; layoff for a continued period of more than twelve (12) consecutive months. When seniority is broken, the employee shall, upon reemployment, be considered a new employee.

11.3 Service Outside Bargaining Unit: A nurse who has accepted or accepts employment in a position outside the scope of this Agreement, without a break in Hospital service, and who is later employed by the Hospital as a regular nurse, without a break in Hospital service, will thereafter be credited with his/her previously accrued seniority as a nurse, his/her PTO accrual rate based upon total consecutive years of Hospital service, and no less than his/her previous wage step as a nurse.

11.4

- A.** After the schedule is posted, in the event the Hospital reduces the work force on a given shift, scheduled hours will be reduced in the following order provided that the remaining nurses are fully qualified, oriented, and able to perform the available work:
 - (1)** RNs on overtime or premium pay. Charge nurses will be provided an easy and accessible method for determining which nurses are on premium status.
 - (2)** Volunteers, in the order of who volunteered first.
 - (3)** Non-voluntary nurses (including full-time, part-time, and casual RNs) on the affected shift, based on which nurse has the least amount of cumulative low census for the month. Rotation order shall start monthly beginning with the lowest seniority RN. In the event there are an equal number of cumulative hours of call-off during that calendar month among nurses on the shift, the least senior nurse will be called off.
- B.** Reduction in work hours for nurses shall not exceed 20% of a nurse's scheduled hours per month unless a nurse voluntarily waives this provision.
- C.** Bargaining unit nurses will not be forced to have scheduled hours reduced in favor of non-bargaining unit nurses, but a nurse may reduce her/his hours voluntarily.

11.5 Regular employees shall be given not less than fourteen (14) calendar days' prior written notice of termination of pay in lieu thereof, unless termination is for cause.

ARTICLE 12 – LEAVES OF ABSENCE

12.1 Regular part-time and full-time nurses who have been continuously employed for one year or more are eligible for unpaid leaves of absence. All such leaves shall be requested from the Employer in writing as far in advance as possible (normally 30 days), stating the reason for the leave and the amount of time requested. A written reply granting or denying the request shall be given by the Employer within seven days. A

nurse on leave of absence without pay (1) does not lose accumulated employee benefits nor continues to accrue benefits, (2) may use accumulated PTO benefits, (3) may not use accumulated EIB benefits (except for medical leaves), and (4) must assume responsibility for payment of premiums required to continue hospital medical, dental and life insurances coverage during the period of the absence.

12.2 Nurses are eligible for Family Medical Leave per current federal and state law.

12.3 Regular employees shall be granted leave in conformance with the requirements of ORS 408.290 and the Uniformed Services Employment and Re-Employment Rights Act (USERRA OF 2006). Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the earned annual vacation time.

12.4 Nurses may request an unpaid leave of absence for job-related study. A nurse taking job-related study leave for (1) less than ninety days will be returned to the same position, or (2) ninety days or more, will return to the next available position.

12.5

- A.** Full-time and part-time employees who are called to serve on jury duty on regularly scheduled work days shall be compensated by the Employer for the difference between any jury duty pay received and their normal straight time pay.
- B.** When possible, full and part time nurses who are called for jury duty will be scheduled for regular work days around jury duty days.

12.6 Up to three (3) days' paid leave may be allowed for death in the immediate family. An additional two (2) days may be granted for a maximum of five (5) days when extensive travel is required to attend the funeral, provided the employee attends the funeral of the deceased. Immediate family shall be defined as grandparent, parent, spouse, brother, sister, child, grandchild, spouse's parents, brother-in-law or sister-in-law,

or significant other (defined as an integral member of the nurse's household). Leave taken under this section will run concurrently with any bereavement leave to which the nurse may be entitled under the Oregon Family Leave Act.

12.7 A leave of absence shall not alter an employee's anniversary date of employment or otherwise affect the employee's compensation or status with the Employer, unless the leave exceeds ninety (90) days in length, in which case the anniversary date will move with the balance of unpaid leave. Seniority shall not be lost but shall cease accruing after ninety (90) days.

12.8 Nurses may request an unpaid leave of absence for health reasons. A nurse taking health leave for (1) less than 12 calendar weeks will be returned to the same position, or (2) 12 calendar weeks or more, will return to the next available position. The parties agree that leave under this section will run concurrently with FMLA/OFLA leave.

12.9 Nurses may request an unpaid leave of absence for personal reasons. A nurse taking personal leave for (1) less than fifteen (15) days will be returned to the same position he/she left, or (2) fifteen days or more will return to the next available position.

12.10 Written notice of a return to work from an unpaid leave of absence must be given to the Employer. Such notice shall be received by the Employer on or before the 15th of a month in order to return to work the following month.

12.11 Leave of absence will be canceled and seniority lost if an employee accepts other full-time employment, or engages in a full-time profitable enterprise while on an approved leave of absence, except when prior permission has been received. Permission shall not be unreasonably denied.

12.12 Nurses may request an unpaid leave of absence of up to six (6) months without a specified reason and will be offered the first available position upon their return.

ARTICLE 13 - SCOPE OF AGREEMENT

13.1 The parties acknowledge that during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

ARTICLE 14 – MEDICAL BENEFITS

14.1

- A.** Employees covered by this Agreement shall be included under and covered by a health insurance program, including life and vision coverage, provided they meet the qualifications and eligibility requirements of the insurance program. Such coverage will be paid for the employee only according to 14.1.B following. Employees can purchase family coverage at their own expense. If there is any surplus of money from the amounts designated in 14.1.B below, such amount can be applied by the nurse to dependent coverage.
- B.** The Hospital will pay up to \$850.00 of the monthly employee's health/vision insurance premium effective 11/1/15 on behalf of full-time nurses (In the event that the cost of employee only health/vision premium is greater than \$850.00/month, the Hospital will pay up to the full monthly premium for employee only coverage on behalf of full-time nurses). For part-time nurses, the Hospital will pay 75% of the amount paid on behalf of full-time nurses.

- C.** Employees covered by this Agreement shall be included under and covered by a dental insurance program provided they meet the qualifications and eligibility requirements of the insurance program. Such coverage will be paid for the employee only. Employees can purchase family coverage at their own expense.
- D.** If during the term of this contract, the Hospital changes the total health care plan or any portion thereof, it shall discuss such changes with the Hospital-wide health insurance committee. The bargaining unit may appoint two nurses to the health insurance committee, whose time spent in committee meetings will be paid. Every reasonable attempt will be made to make consensus-based decisions utilizing evaluative criteria developed by the Committee. If consensus fails, the matter in dispute will be referred to the Chief Executive Officer, whose decision will be final and binding.
- E.** The Hospital will pay 100% of the premiums for employee only life insurance through the hospital designated program. Employees can purchase family or additional/higher coverage at their own expense.

14.2 The Hospital will provide annual CBC, CMP, fasting lipid, urinalysis, and any testing required by the Centers for Disease Control at no cost to the employee.

14.3 Employees shall continue to be provided pharmaceutical, inpatient and outpatient discounts according to existing hospital policies.

14.4 The Hospital shall provide an annual Air Ambulance membership for each nurse who has passed his/her 1st anniversary. The cost of such Air Ambulance membership shall be fully paid by the Hospital, and shall not be deducted from any employee compensation or bonus.

ARTICLE 15 – RETIREMENT PLAN

15.1 The Employer shall continue to provide retirement benefits through the Public Employees Retirement System (PERS), for all employees eligible under such plan. New nurses hired on or after January 1, 2020 shall have the option to participate in PERS

or an alternative retirement plan offered by the Employer. Sections 15.2 through 15.7 of this Agreement apply only to nurses who elect to participate in PERS.

15.2 The Hospital shall contribute the employer's Public Employees Retirement System contribution in the amount required by state statutes and Public Employees Retirement System mandates.

15.3 The Hospital shall deduct Six Percent (6.0%) of each eligible nurse's salary and forward that amount to the Public Employees Retirement System on behalf of each individual nurse for credit to each individual nurse's account.

15.4 The required PERS contribution is deemed to be "picked up" for purposes of Internal Revenue Code Section 414 (h) (2) which will provide that (1) individual employees do not have the option of receiving the salary payment and paying the PERS contribution directly and that (2) each employee's reported salary on the W-2 tax form will be reduced by the amount of the employee's contribution.

15.5 All parties, individually and collectively, recognize that the wage scale includes a direct offset to the employee contribution of six percent (6%) of wages earned to PERS, which same six percent (6%) had heretofore been paid by the Hospital. The parties agree that no employee, group of employees or labor organization representing Hospital employees may bring action against the Hospital, Hospital management, Hospital Board of Directors or the Hospital District for any financial redress based on this article, now or in the future, and that the Hospital shall be held harmless for additional financial responsibility due to decisions made by state or federal courts of proper jurisdiction regarding this matter.

15.6 Whenever a nurse reaches the maximum EIB accrual of 480 hours as defined in Article 10.15, the Hospital will maintain a separate, cumulative accounting of EIB hours that would have been accrued had the maximum not been reached. The only use of this separate accounting is for retirement as noted in 15.7.

15.7 One-half (1/2) of all accrued and unused EIB benefits earned prior to retirement, including 15.6 above, will, where allowed by law, be considered as

compensation for purposes of determining PERS retirement benefits pursuant to ORS 238.350.

ARTICLE 16 – NO STRIKE/NO LOCKOUT

16.1 The parties to this Agreement realize that the hospital and other health care institutions provide special essential services to the community, and for this and other humanitarian reasons, it is the intent of the parties to settle disputes by grievance procedure provided for herein. The Association agrees that it will not (during the term of this Agreement) cause, permit, threaten, or participate in any strike, including the refusal to cross any other labor organization's picket lines; walkout, slowdown, boycott, picketing, work stoppage, refusal to work, or any other interference with the operation, management or functions of the Employer. If an employee violates the terms of this Article, the Association shall notify employee(s) that they are in violation of the contract and are acting unlawfully. The Association shall attempt to persuade the employee(s) to cease such violation.

16.2 The Employer agrees it will not lock out employees during the term of this Agreement.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.1 A grievance is defined as an alleged breach by the Employer of any term or condition of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure. Time limits set forth in the following steps may be extended only by mutual consent of the parties hereto.

17.2 Step I - Employee and Immediate Supervisor

It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. If any employee has a grievance, the employee shall first discuss it with his/her immediate supervisor within fourteen (14) calendar days from the date the employee was or should have been aware a grievance existed. If the supervisor fails to respond within five (5) calendar days, the employee may proceed directly to Step II of the grievance procedure.

17.3 Step II - Employee and Administrator

If the matter cannot be resolved informally and it is the employee's desire to proceed further, the employee shall reduce the grievance to writing and submit it to the Administrator within fourteen (14) calendar days from the receipt of a response at Step 1 or the date such response should have been received. The written grievance shall contain a description of the alleged problem, the date it occurred and the corrective action the grievant is requesting. A conference between the employee and the Administrator shall be held. The Administrator shall endeavor to resolve the grievance and will respond in writing within seven (7) calendar days of its receipt.

17.4 Step III - Arbitration

If the grievance is not settled on the basis of the foregoing procedures, the grievance may be appealed in writing to final and binding arbitration within fourteen (14) calendar days after receipt of the written answer from the Administration in Step II. The appeal to arbitration shall be in accordance with the procedure set forth below:

- A.** Within ten (10) calendar days of the notification that the dispute is submitted for arbitration, the Employer and the Association shall attempt to agree on an Arbitrator. If the Employer and the Association fail to agree on the Arbitrator, a list of seven (7) arbitrators shall be requested from the Oregon State Employment Relations Board. The parties shall thereupon alternate in striking a name from the panel until one name remains. The first strike shall be determined by a flip of a coin. The person whose name remains shall be the Arbitrator.
- B.** The award of the Arbitrator shall be final and binding on all parties.

17.5 No matter, other than a grievance which is an alleged violation of a specific provision as written and expressed in this Agreement can be reviewed on the merits by the Arbitrator.

17.6 The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration, unless the parties

have expressly agreed, in writing, to give him specific authority to do so, or to make an award which has this effect.

17.7 A grievance involving a discharge shall be initiated in Step II of the Grievance Procedure. A grievance challenging such discharge must be presented in writing within fourteen (14) calendar days after said discharge occurred.

17.8 Under no circumstances will an employee, under disciplinary suspension or on probation, be allowed to act as a designated representative of the Association.

17.9 The settlement of a grievance in any case shall not be made retroactive for a period exceeding sixty (60) calendar days prior to the date the grievance was first presented in writing.

17.10 When under this Agreement hospital has the right to exercise its judgment, the Arbitrator shall have no right or power to substitute his judgment for the hospital's judgment, but shall be limited to deciding whether or not the hospital acted arbitrarily, capriciously, or in bad faith.

17.11 The Arbitrator shall arrive at his decision solely upon the facts and contentions as presented by the parties during the arbitration proceeding. The Arbitrator shall not consider any facts/contentions which were not introduced by the parties in the Steps of the Grievance Procedure. Should either party become aware of new facts or contentions prior to the Arbitration hearing, such party shall request to reopen the Grievance Procedure at the last Step and the parties shall meet to discuss such new facts/contentions.

17.12 Pending the raising, processing and settlement of the grievance and the award of the Arbitrator, and during the term of this contract, the parties agree to abide by all of the provisions of Article 18 of this Agreement.

17.13 The Arbitrator shall render his or her decision within thirty (30) days of the close of the arbitration hearing unless both the Association and the hospital agree, in

writing, to permit a longer period. It is the duty of the Association Representative and the Hospital Representative to bring this paragraph to the attention of the Arbitrator.

17.14 The expenses and fee of the impartial Arbitrator are to be borne equally by both parties.

17.15 Either party may obtain a transcript of the arbitration at the party's expense and for that party's sole use, unless the other party wishes a copy, in which case the expense of the transcript shall be shared equally.

ARTICLE 18 – PROFESSIONAL NURSING CARE COMMITTEE

18.1 A Professional Nursing Care Committee (PNCC) shall be established at the hospital. The objective of the committee shall be to constructively consider the practice of nurses, work constructively for the improvement in nursing care and nursing practice, recommend to the Hospital ways and means to improve patient care, work constructively with the Hospital in the development, implementation, monitoring, evaluation and modification of a staffing plan.

18.2 The Committee shall be composed of three (3) Registered Nurses employed at the hospital and covered by this Agreement. The committee members shall be elected by the Registered Nurse staff of the hospital.

18.3 Frequency of Meetings: The Committee shall schedule regular meetings no less than quarterly. Each Committee member shall be entitled to his/her regular straight time rate of pay for the purpose of attending Committee meetings to a one (1) hour maximum. The Committee shall prepare an agenda and keep minutes of all meetings, copies of which shall be provided to the Chief Nursing Officer, the Hospital Administrator, and the Association. If the committee agrees to meet more often than one (1) hour per quarter, subject to prior approval by the Chief Nursing Officer, or designee, such time shall be paid at the nurse's appropriate rate of pay. The PNCC will notify the Chief Nursing Officer of scheduled meetings at least two weeks in advance.

18.4 The Chief Nursing Officer may request permission to address the PNCC at the PNCC meeting. Such requests shall not be for the purpose of replacing routine hospital meetings. The PNCC shall not deny such requests without good cause.

18.5 Licensed Practical Nurses may belong to the PNCC although LPNs are not covered by this contract. LPNs who belong to the PNCC shall be in addition to the Registered Nurses and the number of LPNs shall not exceed the number of Registered Nurses.

ARTICLE 19 – IN-SERVICE EDUCATION

19.1 Each nurse will be required to attend a minimum of 70% of all in-service education meetings and/or staff meetings unless a bona fide written excuse is given to nursing management (working a scheduled shift during the meeting shall not excuse the nurse from attending unless management approves such excuse). To facilitate attendance, in-service educations and/or staff meetings will be offered on both shifts. The nurses will be compensated for attending these meetings at their regular hourly rate of pay for a minimum of one hour. Failure to comply with this Article will make the employee ineligible to receive the next annual service increment. No more than one required in-service or staff meeting each month will be counted toward the 70% requirement (provided that combined in-service/staff meetings will count as one meeting). Such meetings will be geared to improving the professional competence of Registered Nurses. In addition, to increase attendance the Hospital will offer attendance via Skype and/or speaker phone, and/or offering meetings at 0730 and 1930.

19.2 Notification of these meetings by the Director of Nurses or the In-Service Coordinator shall be given to each nurse seven (7) calendar days prior to the scheduled meeting time. Proceedings of the staff meetings and in-services will be available in a variety of formats to all RNs.

19.3 Registered Nurses who are involved in contact hour education outside the hospital may be excused from in-service programs in a given month, provided that the RNs are responsible for the basic in-service content offered that month.

19.4 As soon as practicable after being newly hired, Registered Nurses without recent OB experience shall be required to attend (at hospital expense) educational courses and training to enable the Registered Nurse to competently care for patients in the OB Unit. Such educational course content shall be determined by the Hospital. Nurses will not be required to work independently in that department until after completion of such course, training and adequate orientation in that department.

19.5 The hospital shall place \$4,000 each calendar quarter in a fund to be managed by the PNCC. Such funds shall be used for educational courses (including related travel and/or time loss) and educational materials for bargaining unit nurses that are related to their duties at the Hospital. Any purchase of a notebook computer or similar materials shall be limited to one per nurses' station, to be used for nursing related professional information and education, and shall be available for use by nurses on the unit in the course of their duties.

- A.** All decisions related to the expenditure of these funds shall be at the discretion and judgment of the PNCC. The PNCC will provide a copy of their guidelines for fund expenditures to the Chief Nursing Officer and to bargaining unit nurses. The PNCC shall request reasonable documentation from each nurse receiving PNCC funds such as certification of training attended, training application or other documentation of cost of training, lodging receipt, receipts for purchased item, expense form documenting mileage and/or meals.
- B.** The PNCC shall provide a written statement to Chief Nursing Officer and to the Chief Financial Officer with a full explanation of all monies spent each quarter. The quarterly payment of \$4,000 to PNCC may be delayed until quarterly accounting of PNCC disbursements is provided to management. The quarterly payment of \$4,000 to PNCC will be promptly issued once such accounting has been provided to management.
- C.** Should the professional developmental activity fall on a scheduled work day, the affected nurse must obtain prior authorization from the Chief Nursing Officer, or designee, to be absent. Such approval shall

not be unreasonably denied. Benefit accruals will not be lost due to such absences.

- D.** Such expenses related to educational programs required of nurses as a condition of working in a particular nursing unit of the Hospital shall not be deducted from the paid educational leave or expense reimbursement fund described above.
- E.** Unused funds shall be carried over from quarter to quarter and year to year.

19.6 If a nurse signs up for a Hospital-offered class for a required certification (ACLS, PALS, TNCC, NRP), but does not attend, the nurse will be responsible to obtain the certification at his/her expense.

ARTICLE 20 – GENERAL PROVISIONS

20.1 This Agreement shall be subject to all present and future applicable Federal and State laws, executive orders of the President of the United States or the Governor of the State of Oregon, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. If any provision of the Agreement is declared invalid, the parties hereto shall enter into immediate collective bargaining negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

20.2 Nothing contained in this contract shall be construed to allow, during the term of this Agreement, any reduction in wages, hours, or conditions of employment except as specifically set forth or allowed herein.

20.3 Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided for herein.

ARTICLE 21 – SUCCESSOR

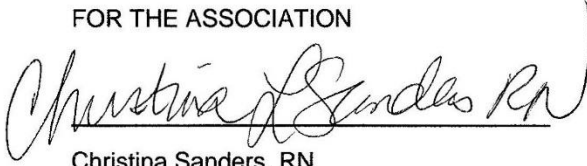
21.1 In the event the Employer shall, by merger, consolidation, sale of assets, leave, franchise, or by any other name, enter into an agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor, firm, or individual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

ARTICLE 22 – DURATION OF AGREEMENT

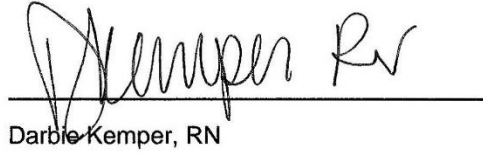
22.1 This Agreement shall become effective at 12:01 a.m. on July 1, 2019. It shall continue in effect through and including June 30, 2023 and shall continue in full force from year to year thereafter unless notice of desire to amend the Agreement is served by either party upon the other at least ninety (90) days but not more than one hundred-twenty (120) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon, provided, however, that, if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate which date shall be subsequent to June 30 of the year in which such notice to amend is timely given and at least sixty (60) days subsequent to the giving of such notice to terminate.

Signed this 24th day of June, 2019

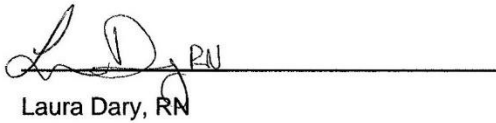
FOR THE ASSOCIATION


Christina Sanders, RN

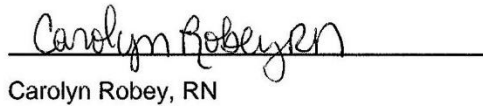
Christina Sanders, RN


Darbie Kemper, RN

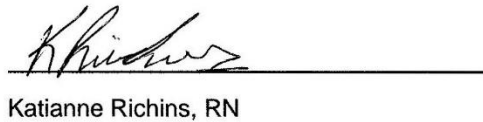
Darbie Kemper, RN


Laura Dary, RN

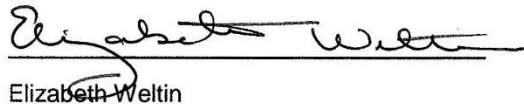
Laura Dary, RN


Carolyn Robey, RN

Carolyn Robey, RN


Katianne Richins, RN

Katianne Richins, RN


Elizabeth Weltin

Elizabeth Weltin

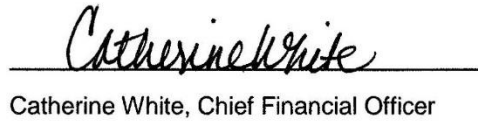

Courtney Niebel

Courtney Niebel

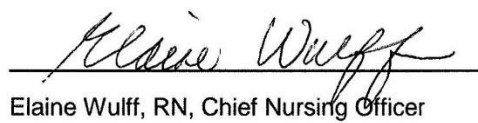
FOR THE HOSPITAL


Dan Grigg, Chief Executive Officer

Dan Grigg, Chief Executive Officer


Catherine White, Chief Financial Officer

Catherine White, Chief Financial Officer


Elaine Wulff, RN, Chief Nursing Officer

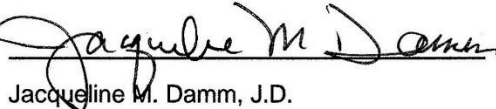
Elaine Wulff, RN, Chief Nursing Officer


Sharon Davis, Board of Directors

Sharon Davis, Board of Directors


Sammi Masterson, Director of Human Resources

Sammi Masterson, Director of Human Resources


Jacqueline M. Damm, J.D.

Jacqueline M. Damm, J.D.

APPENDIX A – WAGES

1. MINIMUM HOURLY WAGE RATES – REGULAR NURSES

The wage rates for regular nurses shall be:

Wages – Regular Nurses

	7/1/2019	7/1/2020	7/1/2021	7/1/2022
	3% increase	2.5% increase	2.5% increase	4% increase
Start	\$32.78	\$33.60	\$34.44	\$35.82
After 1 yr	\$34.05	\$34.90	\$35.78	\$37.21
After 2 yrs	\$35.35	\$36.23	\$37.14	\$38.62
After 3 yrs	\$36.69	\$37.61	\$38.55	\$40.09
After 4 yrs	\$38.16	\$39.12	\$40.09	\$41.70
After 6 yrs	\$39.61	\$40.60	\$41.62	\$43.28
After 8 yrs	\$41.24	\$42.27	\$43.33	\$45.06
After 10 yrs	\$42.79	\$43.86	\$44.95	\$46.75
After 12 yrs	\$44.50	\$45.61	\$46.75	\$48.62
After 14 yrs	\$46.26	\$47.41	\$48.60	\$50.54
After 16 yrs	\$48.14	\$49.35	\$50.58	\$52.60
After 18 yrs	\$50.05	\$51.30	\$52.58	\$54.68

2. LABOR/DELIVERY PREMIUM PAY

For time spent as the primary Registered Nurse caring for a Labor/Delivery event, an additional 20% of the nurse's base wage will be added to the appropriate base wage for all hours worked as the primary attending nurse through the period of recovery as defined by the AWHONN standards. Should the primary Registered Nurse spend four (4) or more hours in a work shift caring for a Labor/Delivery event, the nurse will receive the 20% premium pay for the entire shift that is worked. If an additional nurse(s) is required to assist the primary nurse, such nurse(s) shall receive 10.0% premium pay for actual hours worked assisting. If the Labor/Delivery event spans more than one shift, the premium pay shall apply to the additional shift(s) on the same terms and conditions as defined above.

3. CASUAL NURSES

Nurses working in a casual status shall be placed on the following wage scale according to Article 9.3.

Wages – Casual Nurses

	7/1/2019	7/1/2020	7/1/2021	7/1/2022
	3% increase	2.5% increase	2.5% increase	4% increase
Start	\$34.71	\$35.58	\$36.47	\$37.93
After 1 yr	\$36.10	\$37.00	\$37.93	\$39.45
After 2 yrs	\$37.48	\$38.42	\$39.38	\$40.95
After 3 yrs	\$38.99	\$39.96	\$40.96	\$42.60
After 4 yrs	\$40.51	\$41.52	\$42.56	\$44.26
After 6 yrs	\$42.12	\$43.17	\$44.25	\$46.02
After 8 yrs	\$43.75	\$44.85	\$45.97	\$47.81
After 10 yrs	\$45.46	\$46.60	\$47.77	\$49.68
After 12 yrs	\$47.25	\$48.43	\$49.64	\$51.62
After 14 yrs	\$49.14	\$50.37	\$51.63	\$53.69
After 16 yrs	\$51.11	\$52.39	\$53.70	\$55.84
After 18 yrs	\$53.15	\$54.48	\$55.84	\$58.07

When a casual nurse works a night shift or other premium shift assignment, he/she shall receive the applicable shift differential.

Casual Nurse Work Incentive:

A casual nurse who works 400 hours or more in a calendar year will be paid a bonus of \$500.00 in February of the following calendar year. To be eligible for the bonus, the casual nurse must remain employed at the time the bonus is due to be paid.

CHARGE NURSE LETTER OF AGREEMENT

The duties and qualifications for charge nurse, when appointed by the Hospital, shall be governed by this Letter of Agreement.

Charge Nurse:

1. Schedules, leads, and coordinates the day to day activities of the Nursing Department at Harney District Hospital.
2. Ensures adherence to appropriate federal, state and local regulations and guidelines, HDH policies, and Nursing Department policies and procedures.
3. Leads, guides, and trains staff.
4. Ensures proper care in the use and maintenance of equipment and supplies; promotes continuous improvement of workplace safety and environment practices.
5. Ensure that one nurse per shift carries pharmacy keys and enters the pharmacy to retrieve necessary drugs.
6. Assigns staff to ensure full coverage of patient care needs at all times and to ensure effective patient services.
7. Ensures crash cart checks per shift.
8. Maintains communication with allied services.
9. Ensures narcotic/sedative counts done and all keys accounted for prior to staff ending their shifts.
10. Ensures accurate acuity at end of shift following acuity HDH guidelines.
11. "Go to" person for staff when they have questions or concerns.
12. Provides direct patient care to a small number of low acuity patients (depending on staff skill mix), while performing above listed duties.
13. The charge nurse position is non supervisory. The nurse(s) filling this position will remain in the ONA bargaining unit.
14. The charge nurse will be compensated as per Article 9.11.

Knowledge, Skill, and Abilities Required:

1. Knowledge of specific day-to-day needs of patients within the facility.
2. Organizing and coordinating skills.
3. Strong interpersonal skills and the ability to effectively work with a wide range of individuals and constituencies in a diverse community.
4. Ability to communicate effectively both in writing and orally.
5. Ability to understand, follow and enforce safety procedures and guidelines, HDH policies and Nursing Department policies and procedures.
6. Must be competent in all Nursing Departments excluding Surgical Services.

Charge nurse for each shift will be designated with “+” on schedule. Charge nurse for each shift will be determined by Chief Nursing Officer or Nurse Manager of Multiple Units. If there are no nurses on a particular shift who in the opinion of the Chief Nursing Officer are competent to be charge nurse pursuant to this Letter of Agreement, then management may perform charge duties for that shift.

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
Harney District Hospital for July 1, 2019 through June 30, 2023.*

Signature: _____

Today's Date: _____

Your Mailing Address: _____

Home Phone: _____ Work Phone: _____

Email: _____

Unit: _____

Shift: _____