

Professional Agreement

between

Oregon Nurses Association

and

Lake Health District

July 1, 2022 through June 30, 2025

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PROFESSIONAL AGREEMENT

This professional agreement, entered into between Lake Health District, defined as the Acute Care Hospital, Home Health/Hospice, and Lakeview Gardens, currently located at 700 South J Street, Lakeview, Oregon, hereinafter referred to as “District” and Oregon Nurses Association, hereinafter referred to as “Association,” or “ONA.”

WITNESSETH

The intention of this Agreement is to formalize a mutually agreed upon and understandable working relationship between the District and the ONA, which relationship will be based upon equity and justice 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, District and Association do hereby agree as follows:

ARTICLE 1 – RECOGNITION AND MEMBERSHIP

- 1.1** The District Recognizes the Association.
- The District recognizes the Association as the exclusive bargaining representative with respect to all conditions of employment for all professional Registered Nurses employed by the District, except those Registered Nurses in supervisory or confidential positions.
- 1.2 Agreement.**
- The District agrees to provide each newly hired Nurse with a copy of this Agreement and a one (1)-page document provided by the Association that lists the name and contact information for the ONA representative and bargaining unit representative. The District also agrees to call this Article to the attention of all newly hired Nurses at the time of hiring and to explain the requirements. The cost of copies of this Agreement shall be

borne equally by the Association and the District, which shall be provided with as many copies as requested.

1.3 Dues.

The District will deduct Association membership dues or fair share from the salary of affected Nurses when the Association submits appropriate written authorization to the District setting forth the type of deduction and amount. The deduction shall be made monthly and remitted to the Association. The performance of this service is at no cost to the Association.

1.4 Master List of Nurses.

Within thirty (30) days after this Agreement becomes effective and annually thereafter on request by the Association, the Association and the bargaining unit chairperson will be given a master list of all Nurses currently employed by the District in an electronic format that can be emailed. The list will include the name, address, and the home and/or cell telephone number unless unpublished, of the Nurse. Beginning with the first (1st) month after the master list is provided, and each month thereafter, the District will provide the Association, sent to ONA Membership Services, the ONA Labor Representative, and the bargaining unit chairperson, a list containing the name, address, and the telephone number, unless unpublished, of any newly hired, terminated or retired Nurse.

ARTICLE 2 – EQUALITY OF EMPLOYMENT OPPORTUNITY

2.1 Considerations.

The parties agree that age, sex, race, creed, religion, marital status, sexual preference and disability status (providing reasonable accommodation without undue hardship can be made) shall not be considered in hiring, placement, promotion, salary determination or other

1 terms of employment of Nurses employed in job classifications covered by
2 this Agreement.

3
4 **2.2 Discrimination Policy.**

5 There shall be no discrimination by the District against any Nurse on
6 account of membership in or lawful activity on behalf of the Association,
7 provided that it does not interfere with normal District routine, or their
8 duties or those of other District employees.

9
10 **2.3 Mutual Respect.**

11 The District and the Association agree that mutual respect between and
12 among managers, employees, co-workers and supervisors is integral to a
13 healthy work environment, a culture of safety and to the excellent
14 provision of patient care. Behaviors that undermine such mutual respect,
15 including abusive or “bullying” language or behavior, are unacceptable
16 and will not be tolerated. To this end, the District shall create and
17 implement a policy which establishes guidelines for reporting,
18 investigating, and addressing bullying behavior within one (1) year of
19 ratification of this Agreement.

20
21 **2.4 Report Suspected Discrimination.**

22 All Nurses are to report any suspected discrimination, including any
23 harassment of a Nurse in contravention to this Article, to District
24 management immediately.

25
26 **ARTICLE 3 – DEFINITIONS**

27 **3.1 Full-Time Nurse.**

28 Any Nurse who is regularly scheduled thirty-six (36) or more hours per
29 week and who works that schedule consistently throughout the twelve (12)
30 month period.

3.2 Part-Time Nurse.

Any Nurse who is regularly scheduled twenty-four (24) hours up to and including thirty-five (35) hours per week, and who works that schedule consistently throughout the twelve (12)-month period.

3.3 PRN Nurse.

A Nurse employed to be scheduled on an intermittent basis as needed. PRN Nurses are expected to provide written notice of availability (or unavailability) at least ten (10) days prior to the posting date for each schedule period. PRN Nurses shall not be scheduled when full- or part-time Nurses are available to be scheduled without creating an overtime situation.

All PRN Nurses will be scheduled after full-time and part-time Nurses, without creating an overtime situation, to cover available shifts prior to contact with any non-District employee or agency.

If a PRN Nurse has not been available for any work as needed or has not met the work requirements for a period of three (3) months, the District may terminate that Nurse's employment status with the District. The only exception would be if the District does not have this number of shifts available. The minimum work availability requirements below do not include education hours.

A. PRN 1 Nurses.

Minimum work availability requirement for shifts where the District has needs, for an average rolling three (3)-month cycle:

1. Fifty-four (54) hours per four (4)-week schedule.
2. Twenty-four (24) hours weekend per four (4)-week schedule.
3. One (1) holiday shift per calendar year.

1 4. ACLS certification required for Acute PRN 1.

2
3 **B. PRN 2 Nurses.**

4 Minimum work availability requirement for shifts where the District
5 has needs, for an average rolling three (3)-month cycle:

6 1. Twenty-four (24) hours for Acute on a weekend per three
7 (3)-month cycle.

8
9 2. One (1) holiday shift per calendar year.

10
11 3. ACLS Certification required in Acute.

12
13 4. One (1) weekend shift per three (3)-month cycle.

14
15 **C. PRN 3 Retired Nurses Program.**

16 Any Nurse covered under this Agreement who has recently retired
17 (within the previous six (6) months or is eligible to retire from
18 service with the District, who has reached age fifty-five (55), and
19 who has a total of ten (10) years of nursing experience, at least five
20 (5) of which have been in the employ of the District, may apply or
21 maintain employment as a PRN 3 employee. All provisions of this
22 Agreement will continue to apply to these employees.

23
24 The decision to hire into this program is at the sole discretion of the
25 District and no manager shall be compelled to hire a Nurse into this
26 program.

27
28 **Requirements:** PRN 3 Nurses must maintain all appropriate
29 licenses, certifications and mandatory education requirements, and
30 work at least the minimum number of hours required to meet State
31 Nursing Licensure.

32
33 **Hours of Work:** PRN 3 Nurses have no regular schedule or shift.

1 **Wages:** Nurses in this Program shall be paid at the grade and step
2 they held when they officially retired.

3
4 **D. PRN 4 Nurses.**

5 Minimum work availability requirement for shifts where the District
6 has needs, for an average twelve (12)-month cycle:

- 7 1. Mutual commitment to one hundred (100) scheduled shifts
8 per twelve (12)-month period that follows the Hours of Work
9 in Article 5, except for references to PTO and Pattern (Set)
10 Schedules.
- 11
- 12 2. Two (2) shifts or more per week unless time off is approved.
- 13
- 14 3. Two (2) holiday shifts per twelve (12)-month period.
- 15
- 16 4. ACLS and NRP Certifications required for Acute.
- 17
- 18 5. Must provide proof of health insurance coverage.
- 19

20 PRN Nurses are not required to attain or maintain ED or OB
21 certification requirements. However, if a PRN Nurse has OB or ED
22 certification, they are eligible for certification pay. Tuition for
23 classes required to maintain certification will be paid. Time and
24 travel expenses are subject to individual management approval
25 based on need and Nurse's average hours worked.

26

27 In cases of low census, PRN Nurses will be called off in the
28 following order: PRN 3, PRN 2, PRN 1, then PRN 4 (provided the
29 nursing team remaining is fully qualified to perform the work
30 needed).

3.4 On-Call Status.

On-call status is when a Nurse is scheduled to be available, so they can return to work within thirty (30) minutes. Nurses required to be on-call who live more than fifteen (15) minutes from the District shall be provided accommodations upon request to ensure they can return to work within thirty (30) minutes. Home Health Nurses must be available in the patient service area with phone service and must start traveling within ten (10) minutes. Nurses shall receive a minimum of two (2) hours of pay at time and a half (1 ½) any time they are called in when they are on call.

A. Regular Call.

Regular call is call in a Nurse's position statement or call for which a Nurse agrees or volunteers to work and for which the Nurse is scheduled by the District. Any Nurse may volunteer or agree upon request to have regular call added to their position statement.

B. Mandated Call.

Call which a Nurse is required to take without right of refusal, which is not required by the Nurse's position statement, to which the Nurse does not agree, and for which the Nurse does not volunteer.

Before mandated call is instituted, the District will make the following good faith attempts:

1. Contacting as many Nurses as possible to agree voluntarily to cover the needed shifts.
2. Using agency or contract Nurses to fill the needed shifts.
3. When used, mandated call will follow this protocol:
 - a. Exclude Nurses out on approved and scheduled PTO or LTB.
 - b. Avoid assigning additional call to Nurses who are already taking multiple shifts of call in that pay period.

1 c. Mandated call shall be limited to one shift per Nurse
2 per pay period.
3

4 **C. Mandatory or Voluntary (Low Census) Call-Off.**

5 Call which results from low census call-off (see Appendix A). Paid
6 at regular call rate in A.4.
7

8 **D. On Call – No Coverage (Management Call).**

9 On Call-No coverage means phone response, available within
10 fifteen (15) minutes, and no expectation of coming in.
11

12 **3.5 Preceptor.**

13 As designated by nursing management, a Nurse who teaches and
14 mentors another Nurse, including a nursing student, in the District, when
15 the Nurse is new to this facility or new to a department or does not have
16 that skill set. This includes general orientation.
17

18 The assigned preceptor will complete all appropriate paperwork for the
19 preceptor assignment. This would not include student observation or high
20 school student shadowing. Only one (1) Nurse may receive preceptor pay
21 on the same student at the same time.
22

23 **3.6 Team Leader.**

24 An Acute Care Nurse assigned by the Director of Nursing or designee to
25 coordinate duties and make assignments during the assigned shift with no
26 supervisory responsibilities beyond the duties of that shift.
27

28 **3.7 Differentials.**

29 If Nurses are scheduled for eight (8)-hour shifts, evening and night
30 differentials will apply. If Nurses are scheduled for twelve-hour (12)-day
31 shifts, no differential. For Nurses working twelve (12)-hour night shifts, the
32 night shift differentials will apply for the full twelve (12)-hours.

3.8 Traveler (Agency) Nurse.

A Nurse hired under contract for a limited time to help resolve a staffing shortage. Such Nurses are not in the bargaining unit.

3.9 Rover.

A full- or part-time Nurse with no set schedule or shift.

3.10 Med/Surg Nurse.

A full- or part-time Nurse in Acute that is not required to have an ER or OB Certification.

ARTICLE 4 – PAID TIME OFF / LONG TERM BANK / WELLNESS PAY

4.1 Paid Time Off (PTO)

The purpose of paid time off (PTO) is to permit Nurses to combine vacation (previously ten-twelve (10-22) days), holiday (previously seven (7) days), and personal (previously two (2) days) time off to allow Nurses more flexibility in planning and using paid time off. (Additionally, two (2) more personal days and four (4) sick days are included in the PTO accrual.) All full-time and part-time Nurses shall be granted PTO annually as follows:

A. During the first five (5) years of employment, PTO shall accrue at the rate of zero point one zero six (0.106) hours for every one (1) hour worked to a maximum of two hundred (200) hours in any calendar year.

B. After the fifth (5th) year of employment, PTO shall accrue at the rate of zero point one three one (0.131) hours for every one (1) hour worked to a maximum of two hundred and forty (240) hours in any calendar year.

- 1 **C.** After the tenth (10th) year of employment, PTO shall accrue at the
2 rate of zero point one five six (0.156) hours for every one (1) hour
3 worked to a maximum of two hundred eighty (280) hours in any
4 calendar year.
- 5
- 6 **D.** After the fifteenth (15th) year of employment, PTO shall accrue at
7 the rate of zero point one six one (0.161) hours for every one (1)
8 hour worked to a maximum of two hundred eighty-eight (288) hours
9 in any calendar year.
- 10
- 11 **E.** After the twentieth (20th) year of employment, PTO shall accrue at
12 the rate of zero point one six six (0.166) hours for every one (1)
13 hour worked to a maximum of two hundred ninety-six (296) hours in
14 any calendar year.
- 15

16 **4.2 Sick Leave/Long-Term Bank.**

17 **A. Use of Sick Leave/Long-Term Bank.**

- 18 1. In cases of illness for self, child, or family member as
19 specified by FMLA and/or OFLA, a Nurse must use accrued
20 PTO and Long-Term Bank (LTB) time for scheduled time off.
21 A Nurse who becomes ill or requires time off to care for their
22 ill child, or a family member with a serious health condition,
23 will take PTO for the first twenty-four (24) hours absence
24 from scheduled work days and then commencing with the
25 twenty-fifth (25th) hour on a scheduled day will access LTB
26 hours for their hours scheduled at the Nurse's regular rate of
27 pay, including appropriate shift differential, for each day of
28 absence from work because of illness commencing with the
29 twenty-fifth (25th) hour of each illness,
- 30
- 31 2. Use of the LTB shall not affect a Nurse's anniversary date of
32 employment.

3. LTB credit shall begin accumulating from the Nurse's first day of employment. Nurses shall not be eligible for Long-Term benefits during their probationary periods.
4. LTB accrual is a benefit provided by the District intended for use in a serious or prolonged illness of the Nurse or caring for an immediate family member as described under FMLA and/or OFLA. Nurses shall immediately access Long Term Sick Bank for day-surgery and hospitalization, but not Emergency Room visits. PTO is required to be used if no accrued LTB remains.
5. Accrued LTB may be used by full-time and part-time Nurses for their own personal out-of-town doctor appointments on the first day only of consecutive out-of-town doctor appointments unless approval is received from Administration for consecutive doctor appointments. To receive pay, Nurses shall notify the Nurse's Manager prior to the schedule's being posted, unless it is an emergency.

B. Sick Leave Accrual.

1. Full- and part-time Nurses accrue paid sick leave as follows:
 - a. During the first five (5) years of employment, sick leave shall accrue at the rate of zero point zero five one (0.051) hours for every one (1) hour worked. to a maximum of ninety-six (96) hours in any calendar year.
 - b. After the fifth (5th) year of employment, sick leave shall accrue at the rate of zero point zero five two (0.052) hours for every one (1) hour worked to a maximum of ninety-six (96) hours in any calendar year.

2. After the tenth (10th) year of employment, sick leave shall accrue at the rate of zero point zero five three (0.053) hours for every one (1) hour worked to a maximum of ninety-six (96) hours in any calendar year.

3. After the fifteenth (15th) year of employment, sick leave shall accrue at the rate of zero point zero five four (0.054) hours for every one (1) hour worked to a maximum of ninety-six (96) hours in any calendar year.

C. Allocation of Sick Leave.

Of the calculations at 4.2 (A) Sick Leave accrual above, third (1/3) of the accrued time is part of the rate set out at 4.1 Paid Time Off regarding the Nurse's PTO bank and two-third (2/3) comprises the Nurse's LTB.

D. Transfer Outside of Bargaining Unit.

If a Nurse transfers to other employment in the District, in a job classification not covered by this Agreement without a break in continuity of employment by the District, s/he will retain for use, sick leave hours accumulated under this Agreement at the time of transfer.

E. LTB Cap.

A Nurse's LTB will be capped at nine hundred sixty (960) hours. There shall be no cash-out of accumulated unused LTB upon a Nurse's termination.

4.3 Comp Time.

A full- or part-time Nurse may elect, in lieu of receiving payment for overtime or premium pay, to deposit some or all of the premium hours into a compensatory time bank, up to a maximum rolling cap of forty-eight (48) hours. Nurses may use available compensatory hours for low census call-

1 off or may choose to have some or all of this bank paid out, no more than
2 once per calendar year.

3
4 **4.4 PTO Pay Out/PTO Requests.**

5 PTO will be computed and paid out at the Nurse's regular hourly rate of
6 pay including certification differentials. The District shall make a
7 reasonable effort to accommodate PTO requests.

8
9 **4.5 Carry-Over.**

10 PTO may be carried over from one (1) year to the next with the approval
11 of the District Administrator/CEO, which shall not be unreasonably denied.
12 Carry-over may not exceed the combined total of two (2) years of PTO.
13 Nurses with excess computed PTO over the combined two (2)-year
14 accrual may, with the approval of District management receive cash
15 payment for excess hours of PTO time.

16
17 **4.6 Consecutive Use.**

18 Accumulated PTO for one (1) year may be taken consecutively.

19
20 **4.7 Accumulation.**

21 PTO credit shall begin accumulating from a Nurse's most recent date of
22 hire. A newly employed Nurse shall be eligible to take accumulated PTO
23 only after the first (1st) five hundred (500) hours of employment. Should a
24 newly employed Nurse terminate employment before his or her six (6)-
25 month anniversary date, the Nurse shall not be eligible for any PTO
26 accumulation.

27
28 **4.8 Change to PRN Status.**

29 A full- or part-time Nurse who has worked for the District for six (6) months
30 shall be paid for all accrued unused PTO if they change status to PRN.

4.9 Unused PTO at Termination.

Computed unused PTO will never be paid out at termination, except as provided in Article 6.2.

4.10 Holidays.

The following seven (7) holidays are recognized (starting on January 1, 2023): New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and December 25. Nurses working these recognized holidays will be paid time and one-half (1 ½) their regular rate of pay.

Accrued PTO will be used by Nurses who would otherwise be scheduled in a department which normally closes during one of the recognized holidays, unless on call or otherwise authorized by a Nurse Manager.

Any Nurse who works on Labor Day Weekend (Fri, Sat, Sun) shall receive an additional fifty (\$50)-dollar bonus for each shift of six (6) hours or less, and an additional one hundred (\$100)-dollar bonus for each shift of six (6) to twelve (12) hours in length.

4.11 Preference Days Requests.

Each Nurse will indicate a preference by selecting three (3) of the following days they would prefer to work. The selections would be from: Thanksgiving Day, Friday after Thanksgiving Day, December 24, December 25, New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day Weekend (Fri-Mon, each day considered a separate preference day). The supervisor will then use the preference list in an attempt to grant two (2) preferred days off. In the event it is not possible to grant preferences, seniority and the holidays granted the previous year will be considered to determine the final holiday schedule.

4.12 Wellness Pay.

When a Nurse provides written notice to the Payroll Office by November 1st of the year it is to be paid out, payments for the following option will be made the first (1st) pay period of December in the same year.

A full-time or part-time Nurse, after the second (2nd) year, may cash out up to forty (40) hours of their accrued unused LTB at a rate of two:one (2:1) (that is, up to forty (40) hours may be traded for up to twenty (20) hours of pay at the Nurse's regular base pay rate without differential).

ARTICLE 5 – HOURS OF WORK

5.1 Basic Work Cycle.

The basic work cycle is a forty (40) hour cycle in a seven (7) day period beginning at 0001 Sunday and ending the following Saturday at 2400. At its discretion, the District could use the 8/80 plan available under wage and hour law.

5.2 Basic Workday.

The basic workday shall normally be either eight (8) or twelve (12) hours. The basic workday may vary subject to the provisions of Article 5.5. Nurses scheduled to work for more than five (5) hours shall have a one-half (½) hour meal period on the Nurse's own free time.

Nurses in acute care are required to remain on District premises during their scheduled shift and unpaid meal period. If a Nurse is not completely freed from duties during the meal period, the Nurse shall be paid for all time worked during the meal period at an overtime rate if applicable.

Nurses in the Acute Care and long-term care and assisted living who may leave the building for their break or meal must be able to return to the patient bedside within three (3) minutes and must carry a contact device approved by the District.

5.3 Time and One-Half.

One and one-half (1 ½) times the Nurse's regular straight-time hourly rate of pay (including any applicable shift differential), will be paid as follows:

A. Time in excess of forty (40) hours in each work week in the seven (7) day cycle unless the District has elected the 8/80 option.

B. Time in excess of eight (8) or twelve (12) hours in each day which is defined as a period commencing at the beginning of a Nurse's shift and terminating twenty-four (24) hours later.

C. Full-time Nurses who agree to work an extra shift (i.e., more than three times twelve's (3x12's) or five times eight's (5x8's) in a work week) will be compensated at the rate of one and one-half times Nurse's regular straight time hourly rate of pay (including any applicable shift differentials) for shifts in excess of three/twelves (3/12's) or five times eight's (5x8's)

If called in where the District has given less than twenty-four (24) hours' notice, full- and part-time Nurses shall be compensated at time and one-half (1 ½).

D. Nurses returning to work ten (10) hours or less from the end of their last shift to the beginning of their next shift shall be compensated at one and one-half (1 ½) times regular straight time hourly rate of pay (including any applicable shift differentials) for that next shift.

There shall be no pyramiding of overtime or premiums under this contract to exceed a total compensation of time and one-half (1 ½).

5.4 Consecutive Days.

The District will make every effort to schedule Nurses for no more than five (5) consecutive days of work eight (8) hour shifts or three (3) twelve (12) hour shifts. If it is not possible to avoid scheduling six (6) or more

consecutive eight (8) hour shifts or four (4) or more consecutive twelve (12) hour shifts, the District will pay Nurses performing such work at time and one-half (1 ½) including any applicable shift differential for such consecutive days of work, unless the schedule is requested for a Nurse's convenience.

5.5 Alternative Work Schedules.

Individual Nurses may enter into a written agreement with the District to work any chosen alternative work schedule, such as four (4) ten (10)-hour shifts, three (3) twelve (12)-hour shifts, etc., in a seven (7) day cycle. When working such an alternative shift the Nurse would not receive overtime compensation for work during the alternative shift. A copy of such agreements shall be provided to the Oregon Nurses Association.

5.6 Breaks.

One (1) fifteen (15) minute break per four (4)-hour period is important and preferred. Where necessary for quality patient care, a Nurse may delay a break and, when appropriate, combine it with another break later in the shift. Such changes may not compromise adequate coverage, workload responsibilities, or quality patient care. Any such changes must be documented to the supervisor as soon as possible. Restrooms and lockers shall be provided by the District.

5.7 Schedules.

A. The District shall post the work schedule in four (4)-week increments to coordinate with the bi-weekly pay periods. Schedules will be posted nine (9) days (Friday) prior to the beginning of a four (4)-week pay period cycle. A calendar showing when schedules will be posted will be provided at the beginning of each calendar year.

- 1 **B.** If Nurses request a change of schedule after the schedule is
2 posted, the Nurse is responsible for finding a qualified replacement
3 of equal certification (where applicable) and shall submit the
4 suggested trade to the immediate supervisor in writing; such trades
5 are not effective unless approved by the District in writing.
6 Qualified trades not involving foreseeable overtime or premium pay
7 shall be approved.
8
9 **C.** After a schedule is posted, the District and affected Nurse will
10 confer in an attempt to reach mutual agreement about any
11 alteration of the Nurse's schedule. If mutual agreement cannot be
12 reached, consistent with the District's current practice, a Nurse's
13 schedule shall not be altered except in an emergency. Nurses will
14 not regularly be scheduled to work different shifts, except
15 potentially Home Health/Hospice Nurses, unless it is their
16 preference or position.
17
18 **D.** The District will use PRN Nurses only after scheduled full-time and
19 part-time Nurses have been offered the available work unless it will
20 create an overtime situation for the District.

21

22 **5.8 PTO Requests.**

- 23 **A.** Requests off should be submitted ten (10) days (Wednesday) prior
24 to the posting date. PRN Nurses are responsible to make the Unit
25 Manager aware of their available dates the ten (10) days prior to
26 the posting date for each schedule period. The Nurse shall specify
27 in the request, if requesting PTO. PTO requests may be granted
28 only if sufficient PTO hours are currently available in the Nurses'
29 PTO bank. Time off without pay may be granted in emergencies
30 and special situations only.

1 **B.** The District shall make a reasonable effort to accommodate PTO
2 requests. PTO will be used to meet the position description of full-
3 time or part-time.

4
5 **C.** PTO requests will be granted on a first come, first-serve basis as
6 documented in the request. Should the request be made on the
7 same calendar day by multiple Nurses for the same PTO dates and
8 the District is unable to accommodate all the requests based on
9 patient care needs, then PTO shall be granted by random selection.
10 If the PTO request includes a holiday, then the holiday leave will be
11 governed by Article 4.11.

12
13 **5.9 Pattern (Set) Schedule.**

14 Regularly scheduled Nurses (excluding PRNs and Nurses who are
15 assigned a “rover position”) shall be scheduled their set schedules,
16 including weekends, unless business operations necessitate a deviation
17 from a Nurse’s set schedule, in which case the following shall apply:

18 **A.** Nurses will be consulted about any altered set schedule.

19
20 **B.** The District may assign regular Nurses to work a modified set
21 schedule by 1.) first seeking qualified volunteers and then, 2.) by
22 assignment among qualified Nurses by beginning with the least
23 senior regularly scheduled Nurse. If the least senior regularly
24 scheduled Nurse has already had their set schedule altered within
25 the past twelve (12)-month period, the next least senior regularly
26 scheduled Nurse will be assigned a modified set schedule.

27
28 **C.** If a Nurse is forced or agrees to change their set schedule, and the
29 original set schedule becomes available again, that Nurse shall
30 have right of first (1st) refusal of their prior set schedule, as long as
31 scheduling certification requirements are not negatively impacted.

1 **D.** Holidays and Labor Day weekend scheduling will be governed by
2 Article 4.11 and are not a part of Pattern (Set) Schedule.
3

4 **5.10 Weekends.**

5 Weekend shall be defined as the period from 0001 Saturday to 2400
6 Sunday for eight (8)-hour shift Nurses and from 1800 Friday to 1800
7 Sunday for twelve (12)-hour shift Nurses. The District will schedule all full-
8 time and part-time Nurses for every other weekend off. On the third (3rd)
9 or more consecutive weekend worked by a Nurse, including mandatory
10 education, the Nurse will be paid at the premium rate of time and one-half
11 (1 ½) including appropriate shift differentials. This section shall not apply
12 to Nurses who voluntarily agree to more frequent weekend duty, or if the
13 consecutive weekends are a result of a schedule modification requested
14 by the Nurse.
15

16 **5.11 Wages.**

17 Each Nurse shall be paid according to the rates set forth in Appendix “A”
18 of this Agreement; Appendix “A” is incorporated by this reference.
19

20 **5.12 Staffing.**

21 **A.** The District is responsible for staffing decisions. The District will
22 staff to meet its goal of providing quality care and care delivered in
23 accordance with the individual patient / resident / client plan of care.
24 Each nursing unit will, at a minimum, follow Federal and State
25 staffing Standards. The District will provide on-call staff where
26 appropriate for quality patient care. When patient census supports
27 it, the District’s goal is to staff Acute Care with two (2) Nurses on
28 each shift but never fewer than one Nurse and one Licensed
29 Practical Nurse (LPN) on each shift.
30

31 **B.** The acuity-based staffing system will be used as an Acute Care
32 staffing plan.

- 1 **C.** Based upon the written staffing plan, Nurses responsible for
- 2 patients assigned one-to-one status in Acute Care will not be
- 3 expected to regularly care for other patients within Acute Care.
- 4
- 5 **D.** There is no minimum staffing for Home Health/Hospice.
- 6
- 7 **E.** Nurses in Acute, Home Health/Hospice shall cooperate in assisting
- 8 the other departments in clinical procedures (not patient
- 9 assignment).
- 10

11 **5.13 Low Census Call Off.**

12 In the Acute Department (includes ER, OB, and the Acute Care floor)

13 when patient census is low on a given shift and a reduction in the

14 workforce becomes necessary, then such reduction shall follow these

15 guidelines:

- 16 **A.** Agency Nurses if scheduled beyond their basic hour guarantee.
- 17
- 18 **B.** Full-time and part-time Nurses receiving time and one-half (1 ½) for
- 19 that shift unless it means a loss of more than one “regular shift” in
- 20 that week.
- 21
- 22 **C.** Agency Nurses if they are part of the rotation system and it is their
- 23 turn.
- 24
- 25 **D.** Nurses working a shift(s) designated as extra beyond their position
- 26 requirement, unless:
 - 27 1. Said full-time or part-time Nurse has already received credit
 - 28 for mandatory or voluntary call earlier in the same week.
 - 29
 - 30 2. PRN Nurse is scheduled for said shift.

1 **E.** Volunteers on the affected shift; in the event more than one Nurse
2 wishes to take the mandatory time off, the Nurse who is first to be
3 called off per the rotation system has the first option.

4
5 **F.** PRN Nurses.

6
7 **G.** And then by system of rotation among the regular full-time, part-
8 time and agency/traveler Nurses, based on dates they were last
9 required to be on-call.

10
11 It is understood that at all times, those remaining must be fully
12 qualified for all projected needs.

13
14 **5.14 Layoff.**

15 Should a reduction in the work force be required for a given shift in excess
16 of twenty-eight (28) consecutive days, then the District shall institute a
17 general layoff. The District shall notify the Association of any Nurse layoff
18 at least seventy-two (72) hours prior to the layoff. Layoff shall occur first
19 (1st) on the basis of volunteers, Agency or contract Nurses (as contracts
20 allow), and next by removing the least senior part-time Nurse on a
21 departmental basis, provided each remaining senior Nurse is qualified to
22 perform the available work during the layoff. For layoff purposes only, the
23 three departments are: Acute, Home Health / Hospice, and OR/ER. Full-
24 time Nurses shall have preference over part-time Nurses in the event of a
25 layoff. Recall from a layoff shall be made in the reverse order of the layoff,
26 and at no time during the layoff shall PRN or temporary Nurses work while
27 qualified laid off Nurses are available.

28
29 **5.15 Shift Cancellations.**

30 The District will attempt to give as much notice as practicable of shift
31 cancellations. When the District has advance notice of a shift
32 cancellation, notice will be given to an affected Nurse prior to the end of
33 his/her most recent shift, if possible. In the event the District fails to give

1 at least two (2) hours' notice of shift cancellation to a Nurse, that Nurse
2 shall be entitled to either a minimum of four (4) hours' work or a minimum
3 of four (4) hours' pay in lieu of work, provided that Nurses shall be
4 responsible for keeping the District informed of their current phone
5 numbers and addresses. A Nurse who voluntarily declines to work four
6 (4) hours when the District has such four (4) hours' work available shall
7 not be entitled to pay in lieu of work.

9 **5.16 Difficult to Fill Shift (DTF).**

10 The District shall pay an incentive as defined below for Nurses who agree
11 to work extra shifts defined by the District as "difficult to fill shifts." A
12 "difficult to fill shift" ("DTF") is a shift that has not been filled within twenty-
13 four (24) hours of start time. Nothing precludes the District from
14 designating a DTF shift prior to twenty-four (24) hours of start of shift. To
15 qualify for this shift incentive, a full-time or part-time Nurse must work their
16 assigned number of hours (based on their FTE) in the work week of the
17 DTF; provided, however, the Nurse shall still be eligible for this incentive if
18 the Nurse did not work due to:

- 19 • Jury duty
- 20 • Low census requested by the District (including voluntary
21 low census)
- 22 • PTO which was approved and placed on the monthly
23 schedule prior to the schedule being posted
- 24 • Bereavement leave
- 25 • FMLA/OFLA/OPSL
- 26 • National Guard/Drill Duty

27
28 A Nurse shall not be entitled to time and one half (1 ½) the Nurse's rate of
29 pay in addition to this DTF shift incentive unless the Nurse is eligible for
30 overtime as defined in this Agreement or the DTF shift is on a recognized
31 holiday. DTF incentive shall be ten dollar an hour (\$10.00/hour) for
32 Nurses working at the straight time rate and six dollar and fifty cents
33 (\$6.50) per hour for Nurses working at the overtime or holiday rate.

Nurses who are placed on call shall not also be eligible for the DTF incentive but will be paid callback pay if called back into work. The objective and goal of this incentive pay is to reduce reliance by the District on agency nurses and management call in.

ARTICLE 6 – EMPLOYMENT STATUS

6.1 Probationary Period.

The probationary period for a newly hired Nurse shall be defined as a period of five hundred (500) hours worked. Newly hired Nurses may not grieve disciplinary actions during the probationary period. Newly hired Nurses shall receive a written evaluation by the conclusion of the probationary period. Nurses on disciplinary probation shall have full access to the remedies in Article 10.

6.2 Twenty-One (21) Calendar Days’.

All Nurses shall give the District no fewer than twenty-one (21) calendar days’ notice of intended resignation unless otherwise agreed by Nurse and the District. Failure to give a full twenty-one (21) calendar days’ notice may result in loss of payout of any accrued, unused PTO time.

6.3 Twenty-One (21) Calendar Days for Non-Probationary Nurses.

The District shall give non-probationary Nurses twenty-one (21) calendar days’ notice of the termination of their employment; or, if less notice is given, then the difference between twenty-one (21) calendar days and the number of working days of advance notice shall be paid the Nurse at the regular rate of pay, provided, however, that no such advance notice or pay in lieu thereof shall be required for Nurses who are discharged for violation of gross misconduct or just cause.

6.4 Disciplined or Discharged.

A. No Nurse shall be disciplined or discharged without just cause. A non-probationary Nurse who feels they have been suspended,

disciplined, or discharged without just cause may present a grievance for consideration under the grievance procedure.

B. The District shall forewarn any Nurse of possible disciplinary action in order that the Nurse may request a representative to accompany them to the disciplinary meeting.

6.5 Interview and Evaluation.

A Nurse shall, if the Nurse so requests, be granted an interview and evaluation by the Nurse's supervisor upon the separation of employment. In addition, the CEO, or designee will request an exit interview with the departing Nurse.

6.6 Step Increase.

Nurse shall be eligible for a Step increase on the first (1st) day of the pay period immediately following the Nurse's anniversary date. There will be no Step advancement given to a Nurse who is on five hundred (500)-hour new employee probationary status.

6.7 Vacant Positions.

Vacant positions will be posted for a minimum of ten (10) calendar days in the central job posting case. The District shall determine qualifications which shall not be arbitrary or capricious. The District shall select the best applicant considering seniority, qualifications and experience for interview and hire. If two (2) or more applicants have relatively equal qualifications, the most senior Nurse shall be selected. All applicants shall be notified when the position is filled.

6.8 Orientation.

A. As assigned by the District, newly hired Nurses shall receive orientation based on prior experiences, identified individual needs, and familiarity with the District. Orientees will not be considered or

1 counted as staff for the purpose of calculating appropriate staffing
 2 levels. Orientees will be released when the Nurse Manager
 3 determines, in consultation with the Preceptor and Orientee, it is
 4 appropriate. A six (6) week orientation is considered reasonable
 5 but may be extended or shortened depending on prior experience.

6
 7 **B.** In Acute Care, full- and part-time Nurses regularly assigned to the
 8 areas below are required to obtain the certifications below for areas
 9 listed.

Acute Care	Med/Surg	Surgery
OB Certification	Acute Care Check-Off	ACLS Certification
ER Certification	Postpartum Check-Off	NRP Certification
ACLS Certification	ACLS Certification	OR Proficiency Check-Off
NRP Certification		PALS Certification
Acute Care Check-Off		
Postpartum Check-Off		

ER Certification	OB Certification
ACLS Certification	NRP Certification
TNCC Certification	OB Skills Completed, Proficiency Check-Off
ER Skills Completed Proficiency	Fetal Heart Monitoring Certification
Check-Off	
ENPC Certification**	

11 ** ER call will require ENPC Certification.

12
 13 Acute floor Nurses may choose whether to obtain ER or OB
 14 certification first. When OB training begins, the Nurse will be
 15 required to enter into a contract for the cost of offsite training to be
 16 paid back if the Nurse leaves within two (2) years of completion of
 17 certification, unless termination of employment is at the request of
 18 the District.

1 If Acute floor staff have not completed one certification by the end
2 of the second (2nd) year or if both certifications are not completed
3 by the end of the third (3rd) year of employment, as an Acute Care
4 Nurse, the Nurse may be terminated.

5
6 The exception to any of these consequences would be the District's
7 inability to arrange appropriate training while the Nurse was making
8 a diligent effort to obtain the training.

9
10 **C.** The District may, at its discretion, hire full- or part-time Med/Surg
11 Nurses, depending on the staffing needs of the Acute Care
12 Department. To be considered, Nurses must apply for an open
13 Med/Surg position.
14

15 **6.9 Oregon Statute.**

16 Pursuant to current Oregon statute, at the request of the Nurse, the
17 District shall provide reasonable opportunity for the Nurse to inspect the
18 Nurse's personnel records which are used or have been used to
19 determine the Nurse's qualifications for employment, promotion, additional
20 compensation or employment termination or other disciplinary action. At
21 the request of the Nurse, the District shall furnish a certified copy of such
22 records.
23

24 **ARTICLE 7 – LEAVES OF ABSENCE**

25 **7.1 FMLA/OFLA.**

26 The District will comply fully with all applicable leave laws, including the
27 federal Family and Medical Leave Act (FMLA) and the Oregon Family
28 Leave Act (OFLA). Additional leaves of absence may be granted at the
29 option of the District for good cause shown when applied for in writing
30 thirty (30) calendar days in advance, when practicable.

1 Nurses must use accrued LTB and PTO while on FMLA and/or OFLA
2 leave(s).

3
4 **7.2 Leaves of Absence.**

5 Leaves of absence will be granted only in writing except as required by
6 law.

7
8 **7.3 Service in the Armed Forces.**

9 Leaves of absence for service in the armed forces of the United States will
10 be granted in accordance with federal law. A leave of absence granted for
11 annual military training duty, not to exceed two (2) weeks, shall not be
12 charged against PTO, unless requested by the Nurse.

13
14 **7.4 Previously Accrued Benefits.**

15 A Nurse will not lose previously accrued benefits as provided in this
16 agreement but will not accrue additional benefits during the terms of a
17 properly authorized leave of absence.

18
19 **7.5 Bereavement.**

20 After five hundred (500) worked hours of employment, a Nurse working in
21 an established scheduled position, who has experienced a death in the
22 family, will be granted up to five (5) consecutive regular scheduled days
23 off with pay for bereavement purposes in the event of a death in the
24 immediate family. The immediate family is defined as including only
25 spouse, parents, grandparents, children, stepchildren, siblings, domestic
26 partner, and parent or grandparent in-law, and grandchild. Other paid
27 days for bereavement purposes may be granted to a Nurse at the
28 discretion of the District. A Nurse who needs additional time off following
29 the death in the immediate family may apply for a leave of absence and
30 may use accrued, unused PTO for that purpose. Every day taken under
31 this Article 7.5 shall, as far as possible, be counted toward OFLA leave.

7.6 Jury Duty.

A non-probationary, full- or part-time Nurse who is required to perform jury duty will be permitted the necessary time off to perform such service and they will be paid for up to twenty (20) regularly scheduled work days at their regular straight-time pay including shift differential for the scheduled workdays they missed, provided that they have made arrangements with their supervisor as soon as they are first aware of the first notice of impending jury duty. The Nurse must furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received. For the purpose of scheduling, a Nurse on jury duty shall be considered to be a day shift, Monday through Friday, employee. A Nurse must report for work if their jury service on any day permits at least four (4) hours' work in the balance of their normal workday.

7.7 Court.

Nurses who are subpoenaed or requested by the District to appear as a witness in a court case during their normal time off duty will be compensated for time spent in connection with such an appearance in accordance with the applicable rate of pay including shift differential. If the Nurse incurs over forty (40) hours in that work week (including hours worked and such appearance time), the District will pay time and one-half (1 ½) for time over forty (40) hours. The court witness pay will be assigned to the District.

7.8 Unpaid Leave of Absence.

With an approved unpaid leave of absence of sixty (60) days or less, the Nurse shall return to the same position as they left. With an unpaid leave of sixty-one (61) days or more, the Nurse will be returned to the next available position for which they are qualified.

1 **7.9 Notice.**

2 The Nurse shall give the District at least two (2) weeks' notice of intent to
3 return to work, so that notice is received by the District prior to preparation
4 of the schedule. If such notice is not given, any obligations incumbent
5 upon the District under the Article shall begin from the time such notice is
6 received.

7
8 **7.10 Controlling Provisions.**

9 All leaves shall be subject to controlling provisions of state or federal law.

10
11 **ARTICLE 8 – HEALTH AND WELFARE**

12 **8.1 District Shall Provide at No Cost.**

13 Annually, at the request of a part-time or full-time Nurse and only with a
14 physician's order, District shall provide at no cost to the Nurse, after
15 insurance billing, a CBC, mammogram, BMP, PSA level and urinalysis.

16
17 **8.2 Laboratory, Preventative Measures.**

18 **A.** Laboratory examinations and proper preventative measures, when
19 indicated because of exposure, as defined by federal and state
20 statutes, to communicable diseases shall be provided by District
21 without cost to the Nurse. The District shall provide a Heptavax
22 series to each Nurse who requests the same, at no cost to the
23 Nurse.

24
25 **B.** When expressly permitted by statute or regulation, the District shall
26 disclose positive HIV results of patients to all Nurses involved in the
27 care of patients. The District shall also grant at no cost to the
28 Nurse, HIV tests of the Nurse, as soon as practicable after the
29 Nurse informs the District that they believe that they may have
30 been exposed to the AIDS virus in the course of their duties. At the
31 request of the Nurse, a second (2nd) test will be offered between
32 four (4) and seven (7) months following the potential exposure to

1 the AIDS virus. To meet potential infectious exposures, the District
2 shall also make available at all times adequate personal protective
3 equipment and Nurses shall use adequate protection in accordance
4 with the guidelines regarding personal protective equipment
5 published by the Federal Centers of Disease Control (CDC), a
6 department of Health and Human Services.
7

8 **8.3 Health Insurance.**

9 **A. Eligibility.**

10 A newly hired Nurse is required to complete a five (500)-hour
11 probationary period before an eligibility determination is made.
12 Eligibility is determined by employment status. Part-time and full-
13 time Nurses are eligible for Medical Insurance benefits. Each
14 eligible Nurse must be on paid status at least a minimum of eighty
15 (80) hours in a qualifying month to be covered the following month.
16 Nurses not meeting the minimum hours on paid status will not be
17 eligible for Medical Insurance the following month. Such paid
18 status does not include cashing out accrued leave. Cashing out
19 compensation for accrued leave without actually taking the paid
20 time off or upon termination cannot be used for eligibility for the
21 following month.
22

23 **B. Contributions.**

24 Effective January 1, 2023: The District will share all changes in the
25 cost of health care premiums by contributing eighty percent (80%)
26 of the cost while the Nurse is responsible for the remaining
27 contribution of twenty percent (20%).
28

29 **C. Changes to Coverage.**

30 Changes in Insurance Plan or Provider. When a significant change
31 in health insurance coverage or a different plan is considered, the
32 District will notify the labor representative for Oregon Nurses
33 Association. The District shall form an Insurance Study Committee

1 which shall consist of two (2) ONA bargaining unit employees who
2 are selected by the ONA Executive Committee, two (2)
3 representatives from the Teamsters bargaining unit working at Lake
4 Health District, and four (4) District representatives.

5
6 The Committee may consider any and all plans brought before it by
7 the members of the Committee, which may or may not be
8 substantially equivalent yet may be desirable based on cost
9 considerations or desires of the bargaining units or the District. The
10 Committee shall evaluate any such plans and, by majority vote
11 within the Committee, may choose to offer a change in medical
12 insurance benefits or medical insurance plans to District employees
13 for a vote. In the event of a tied vote in the committee, the proposal
14 will be sent to the District employees for a vote. All District
15 employees eligible for medical insurance coverage will be eligible to
16 vote and a majority rule shall apply to effect a change. The
17 Committee will also be charged with deciding on the voting
18 process, including, but not limited to, the wording of the ballot, how
19 ballots will be distributed, how votes will be collected, how votes will
20 be counted, how integrity of the voting process will be assured, etc.
21 To ensure that employees have adequate time to consider any
22 proposal, fourteen (14) days shall pass between the decision by the
23 Committee to submit the change to the employees and the deadline
24 for ballots to be submitted.

25 26 **8.4 Health Flight Insurance.**

27 The District will pay for Health Flight insurance for each full-time and part-
28 time Nurse and their family.

29 30 **8.5 In House Medical Care.**

31 **A.** The District will provide a twenty percent (20%) discount for
32 services not covered by the medical insurance, obtained at Lake
33 District by Nurses covered by the Agreement.

1 **B.** While 8.5.A. does not apply to dependents; Nurses may cash out
2 accrued PTO hours (less statutory withholding) to pay any bills for
3 services rendered by Lake District.
4

5 **8.6 Long-term Disability Insurance.**

6 The District will make available a long-term disability insurance plan for all
7 Nurses who are eligible for health insurance. Insurance coverage is
8 based on the criteria of the insurance provider.\

9 **8.7 Public Health Emergency.**

10 In the event of a public health emergency, all federal, state and local laws
11 will be followed. The parties agree to bargain over any related changes to
12 the terms and conditions of employment and/or the effects of any legal
13 mandates to protect Nurses' privacy rights to the maximum extent
14 possible.
15

16 **ARTICLE 9 – PENSION**

17 **9.1 Contribution Plan.**

18 The District provides a Defined Contribution Plan for all eligible Nurses
19 wherein the District contributes six percent (6%) of a Nurse's wages as
20 defined in the Pension Plan. A copy of the plan may be obtained from the
21 District on request.
22

23 **9.2 Vesting Schedule.**

VESTING SCHEDULE	
Years of Service As of Termination (from date of eligibility for plan)	Percentage Vested
1 year but less than 2	20%
2 years but less than 3	40%
3 years but less than 4	60%
4 years but less than 5	80%
5 years	100%

ARTICLE 10 – ADJUDICATION OF RIGHTS

10.1 Settlement of Disputes.

The purpose of this Article is to provide the sole method for the settlement of disputes in connection with the interpretation and application of any specific provisions of this Agreement. Any such dispute shall be defined as a grievance and must be presented and processed in accordance with the following steps: time limits and conditions provided herein, except that by mutual consent, grievances may be advanced or referred back for consideration, and time limits may be adjusted. It is the intent of the parties that grievance be adjusted informally, whenever possible.

The Association shall notify the District prior to grievance meetings at Step 2 or Step 3 if a non-employee Association representative will be present at such meeting.

10.2 STEP 1.

Is meant to be informal. Within fourteen (14) days of the occurrence giving rise to the grievance, the Nurse shall meet with their immediate supervisor to speak informally about the Nurse's concern. If the concern cannot be resolved in this informal manner, the Nurse shall reduce the grievance to writing, serve it on the District within twenty (20) days of the occurrence giving rise to the concern, and proceed to Step 2. Newly hired probationary Nurses may not grieve disciplinary actions.

10.3 STEP 2.

The Nurse Manager shall meet with the grievant and a representative of the Association, if the Nurse so desires, within ten (10) calendar days and attempt to resolve the matter. The Association may effectuate a grievance on behalf of a Nurse or group of Nurses at this Step, subject to the same initial fourteen (14) calendar day filing period. The Nurse Manager shall have ten (10) calendar days in which to respond in writing to the grievant with a copy to the Association. If the matter is not resolved at this Step,

1 the grievant or the Association may pursue the matter further by
2 submitting the written grievance to the District Administrator within ten (10)
3 calendar days from the date of the Nurse Manager's response, or when
4 the response was due if none is given.

5
6 **10.4 STEP 3.**

7 The Administrator or designee shall meet within ten (10) calendar days
8 after the grievance is presented with the grievant and a representative of
9 the Association in an attempt to resolve the matter. The Administrator will
10 advise the grievant(s) and the Association of their decision in the matter
11 within ten (10) calendar days from the date of the last meeting.

12
13 **10.5 Grievance is Not Settled.**

14 If the grievance is not settled at the conclusion of Step 3, the District or the
15 Association may proceed to the Arbitration Clause. A notice of intent to
16 seek arbitration must be filed by the moving party to the other party within
17 ten (10) calendar days of the response in Step 3. Said notification must
18 be in writing.

19
20 **10.6 Involving a Discharge.**

21 A grievance involving a discharge shall be instituted at Step 3 with the
22 Administrator or their designee within ten (10) calendar days from the date
23 of discharge.

24
25 **10.7 Limits.**

26 The parties agree that they will follow the foregoing grievance procedures
27 in accordance with the respective steps, time limits and conditions
28 contained therein. If, in any step, the District's representative fails to give
29 their written answer within the time limit set forth, the grievance may be
30 appealed to the next step at the expiration of such time limit. If the
31 employee or the Association fails to follow the foregoing grievance
32 procedure in accordance with the steps, time limits and conditions

1 contained therein, the grievance shall be deemed settled on the basis of
2 the District's last answer. Time limits at each of the respective steps may
3 be extended by mutual written agreement.
4

5 **10.8 Damages.**

6 The damages paid in settlement or awarded in any resolution after
7 arbitration of a grievance in any case shall not be made retroactive for a
8 period exceeding forty-eight (48) calendar days prior to the date when the
9 grievance was first presented in writing.
10

11 **10.9 Nurse Representatives.**

12 Nurse Representatives from within the bargaining unit may service
13 grievances. The Association shall notify District of those Nurses
14 authorized to represent the Association in such proceedings. Any paid
15 Association employee may act as the designated representative.
16

17 **10.10 Terms of Agreement.**

18 The District and Association agree during the term of the Agreement that
19 pending the raising, processing, and settlement of a grievance, there shall
20 be no strikes or lockouts as provided by Article 16.
21

22 **10.11 Appeal.**

23 If the grievance is not settled on the basis of the Grievance Procedure, the
24 grievance may be appealed in writing to final and binding arbitration within
25 ten (10) calendar days after receipt of the written answer from the
26 Administration in Step 3. The Appeal to arbitration shall be in accordance
27 with the procedure set forth below.

28 **A.** Within five (5) calendar days of the notification that the dispute is
29 submitted for arbitration, the District and the Association shall
30 attempt to agree on an Arbitrator. If the District and the
31 Association fail to agree on the Arbitrator, a list of seven (7)
32 arbitrators shall be represented from the Employee Relations

1 Board. The parties shall thereupon alternate in striking a name
2 from the panel until one name remains. The person whose name
3 remains shall be the Arbitrator. A flip of a coin shall determine
4 which party strikes the first name.

5
6 **B.** The award of the Arbitrator shall be final and binding on all
7 parties.

8
9 **C.** The parties shall specify to the Employee Relations Board that all
10 arbitrators submitted for consideration must be members of the
11 American Arbitration Association (AAA).

12
13 **10.12 Decision.**

14 The Arbitrator shall render their decision within thirty (30) days of the close
15 of the arbitration hearing unless both the Association and the District
16 agree, in writing, to permit a longer period. It is the duty of the Association
17 Representative and the District Representative to bring this paragraph to
18 the attention to the Arbitrator.

19
20 **10.13 Expenses and Fee.**

21 The expenses and fee of the impartial Arbitrator are to be borne equally by
22 both parties. Each party shall bear the cost of processing its own case.

23
24 **10.14 Transcript.**

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

28
29 **10.15 Authority.**

30 The Arbitrator shall have no authority to add to, subtract from, modify,
31 change or alter in any way the provisions of this Agreement or any
32 expressly written amendment or supplement thereto, or to extend its

1 duration, unless the parties have expressly agreed, in writing, to give
2 him/her specific authority to do so, or to make an award which has this
3 effect.
4

5 **10.16 Bargaining Unit Nurses.**

6 Bargaining unit Nurses shall be permitted reasonable time to engage in
7 collective bargaining, investigate, present and process grievances, and
8 participate in arbitrations without loss of time or pay during their regular
9 working hours, as outlined in ORS 243.798, provided they can be released
10 from their duties during regular hours without disruption to patient care.
11 Nurses will be paid straight time for union business and such time will not
12 be counted for purposes of overtime. A designated bargaining unit
13 representative will present appropriate documentation for time spent on
14 union business to management. Nurses shall not have more than seven
15 (7) bargaining unit members participate on the union's collective
16 bargaining team.
17

18 **ARTICLE 11 – PROFESSIONAL DEVELOPMENT**

19 **11.1 In-Service Education.**

20 The District shall provide job-related in-service education programs for
21 Nurses covered by this Agreement. Where possible, in-service programs
22 will be scheduled during a Nurse's regular shift, and Nurses will be
23 allowed to attend such programs during their regular shift without loss of
24 pay. In the event a Nurse attends an in-service program held outside the
25 normal shift, the Nurse will be compensated for the time spent at such in-
26 service, provided such attendance is required by the District. Time spent
27 in in-service programs shall not be counted as overtime, unless
28 attendance exceeds forty (40) hours in a work week.
29

30 **11.2 Minimum Days.**

31 The District will provide full- and part-time Nurses a minimum of three (3)
32 days excluding travel time per fiscal year of paid educational leave for

1 Nurses to attend job-related programs or seminars conducted within a
2 reasonable distance from the District including out of state. This minimum
3 number of paid days shall exclude travel days where necessary, with
4 compensation for travel time during the normal workday as well as pay for
5 actual seminar attendance hours. No education day entitlement is carried
6 into the next year. Pay shall be at the Nurse's regular straight-time rate
7 for those hours actually spent in class and travel (subject to the chart at
8 11.3). In addition, Nurses are required to obtain additional education as
9 directed by the District. Overtime after forty (40) hours will be paid only for
10 education required by the District. Nurses will follow the District's expense
11 and travel reimbursement policy as it is revised from time to time.

12 13 **11.3 Three Categories.**

14 There are three (3) categories of in-service (in Lakeview) and continuing
15 education (outside of Lakeview) training as follows:

16 **A. Mandatory.**

17 The Nurse must attend as a condition of employment;
18

19 **B. Approved.**

20 The Nurse applied under Article 11.2 and the District approved
21 attendance; and
22

23 **C. Optional.**

24 The Nurse attends without the approval of the District on the
25 Nurse's own time.

CATEGORY	EXPENSES PAID BY DISTRICT	WAGES PAID BY DISTRICT
Mandatory	Nurse only-all actual and necessary under District's general guidelines for employees	Straight time for all hours spent in training. Straight time for travel time. Overtime after forty (40) hours in a week unless Nurse has an 8/80 agreement.
Approved	Same as Mandatory.	Eight (8) hours maximum per day paid at straight time. Travel time paid to a maximum of eight (8) hours per day only if it is a day when the Nurse would otherwise be working according to the Nurse's normal schedule.
Optional	None	None

1 **11.4 Approved Expenditures.**

2 Nurses may request an advance of up to eighty percent (80%) on
3 approved expenditures not including wages, prior to taking educational
4 leave. If a Nurse does not attend the educational program for which an
5 advance has been provided or if the properly receipted expenses are less
6 than the amount advanced and the unused advance is not remitted to the
7 District on the first business day the Nurse is back at work, the amount of
8 the unused advance shall be deducted from the Nurse's net pay, including
9 (if applicable) the Nurse's final paycheck. Balances owed to Nurses are
10 payable after presentation of receipts.

11

12 **11.5 Paid Educational Leave.**

13 Opportunities for paid educational leave shall be equitably distributed
14 among bargaining unit members. This paragraph applies only to those
15 Nurses making application for educational leave.

ARTICLE 12 – SENIORITY

12.1 Continuous Employment.

The performance of all hours worked, scheduled or paid such as paid time off due to vacation and sick leave, which had not been interrupted by the occurrence of the following:

A. Termination.

B. Layoff for lack of work which has 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 the District.

D. 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 work by physician.

12.2 Seniority.

Seniority shall mean the length of continuous employment by the District as a member of bargaining unit in a position covered by this Agreement.

Nurses shall accumulate seniority on the basis of hours worked as a bargaining unit member at the District from the most recent date of hire.

12.3 Opportunities.

When an opportunity for advancement, shift preference, and filling of new positions arises, the District shall review the qualifications of each applicant and shall select the best applicant considering seniority, qualifications and experience. If two (2) or more applicants have relatively equal qualifications, the most senior Nurse shall be selected. In-house

1 applicants will be given preference over outside applicants in the filling of
2 vacancies (Refer to 6.7) subject to comparable qualifications.

4 **12.4 Accruing Seniority.**

5 When a Nurse takes a position out of the bargaining unit with the District,
6 they shall cease accruing seniority under this Agreement. If the Nurse
7 returns to the bargaining unit position, they shall be restored the seniority
8 accrued when a member of the bargaining unit Nurses returning to the BU
9 will not have bumping rights to Set Schedules. If the Nurse returning to the
10 bargaining unit served the District in nursing supervision and continued to
11 fulfill floor duties as part of call, that Nurse will be awarded seniority credit
12 for all time spent in nursing supervision.

14 **ARTICLE 13 – PROFESSIONAL NURSING CARE COMMITTEE**

15 **13.1 Recognition.**

16 A Professional Nursing Care Committee shall be established at the
17 District.

19 **13.2 Responsibility.**

20 The District recognizes the responsibility of the Committee to recommend
21 measures objectively to improve patient care and will duly consider such
22 recommendations and advise the Committee in writing of the action taken
23 within fifteen (15) working days.

25 **13.3 Objectives.**

26 The objectives of the Committee shall be:

- 27 **A.** To consider constructively the practice of the Nurses;
- 28
- 29 **B.** To work constructively for the improvement of patient care and
30 nursing practice;

- 1 **C.** To recommend to the District ways and means to improve patient
2 care;
3
4 **D.** To consider and recommend educational offerings to the District
5 administration; and
6
7 **E.** To exclude from any discussion any matters involving the
8 interpretation of this Agreement or matters subject to the
9 adjudication of rights process.

10
11 **13.4 Composition.**

12 The Committee shall be composed of four (4) Registered Nurses
13 employed at the District and covered by this Agreement. The Committee
14 members shall be selected by the Bargaining Unit.

15
16 **13.5 Frequency of Meetings.**

17 The Committee may schedule a regular meeting each month. Each
18 Committee member shall be entitled to his or her regular straight time pay,
19 not to exceed one (1) hour per month, for the purpose of attending a
20 Committee meeting. However, meetings will be scheduled so that no
21 Committee member will work in excess of eight (8) hours, or twelve (12) if
22 that is the normal schedule for the Nurse, including the hour (1) for the
23 meeting, during the week the meeting is held. Meetings shall be
24 scheduled so as not to conflict with the routine. The Committee shall
25 prepare an agenda and keep minutes of all meetings, copies of which
26 shall be provided to the Director of Nurses, District Administrator, and the
27 Association, and be accessible on the intranet of the District.

28
29 **13.6 Special Meetings.**

30 District may request special meetings with the Committee, but such
31 meetings shall not take the place of the regularly scheduled meetings of
32 the Committee.

ARTICLE 14 – MANAGEMENT RIGHTS

14.1 District Rights.

District shall have the right to hire, suspend, discharge, promote, transfer and discipline Nurses for just cause.

14.2 Agreement.

A. Any of the rights, powers, authority and functions the District had prior to the negotiations of this Agreement are retained by the District, and the expressed provisions of this Agreement constitute the only limitations on the District's right to manage its business. The District not exercising rights, powers, authority and functions reserved to it, or it's exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority and functions or of its right to exercise them in some other way not in conflict with a specific provision of this Agreement.

B. The District may implement benefits greater and more advantageous for the bargaining unit membership, if necessary, to improve patient care, encourage recruitment or retention of Nurses and improve working conditions. There is no automatic maintenance of any benefit that is not expressly guaranteed by this Agreement.

14.3 Rights of Management.

All other traditional rights of management are also expressly reserved to the District and the express provisions of this Agreement constitute the only limitations upon the District's right to manage its business.

14.4 The Law.

The District need never do anything that contradicts the law.

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ARTICLE 15 – SCOPE OF AGREEMENT

15.1 Collective Bargaining.

It is agreed that during the negotiations leading to the execution of this Agreement, the Association has had full opportunity to submit all items appropriate to Collective Bargaining and that the Association expressly waive the right to submit any additional item for negotiation during the term of this Agreement. 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 any employee covered by the Agreement and shall supersede all previous oral and written Agreements between the District and the employees or the District and the Association.

15.2 Mandatory Issues.

The District will negotiate before implementation of mandatory new issues and changes in past practice concerning mandatory issues.

ARTICLE 16 – NO STRIKE/NO LOCKOUT

16.1 No Strike / No Lockout.

Neither the Association nor any of its agents nor any of its members will individually, collectively, concertedly, or in any manner whatsoever engage in, incite, participate in or aid any picketing, refusing to cross a picket line, strike, sit-down, stay-in, slow-down, work stoppage, withholding of work or other interference with District operations during the term of this Agreement, and the District agrees that during the term of this Agreement it will not lock out any of the employees covered by this Agreement.

16.2 Provision Shall Apply.

The above provision shall apply to the District and the Association, its agents and members without regard to whether or not the controversy or dispute arises under this Agreement, at this or any other facility of the

District, involves any other party, or is or is not connected with the business of the District.

16.3 Discharge / Discipline.

The District retains the right to discharge or otherwise discipline employees in the bargaining unit who have in any manner and to any extent committed acts prohibited by the provisions of this Article. The District shall have the right to discipline all or any employees and to administer different penalties, or to refrain from taking such disciplinary action administered under this Article; however, the only issue which can be the subject of a grievance is limited to whether or not the employee has, to any extent, committed acts prohibited by the provisions of this Article.

ARTICLE 17 – SEPARABILITY

17.1 Provision of this Agreement.

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through governmental 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 18 – SUCCESSORS

18.1 Enter into an Agreement with Another Organization.

In the event that District shall, by merger, consolidation, sale of assets, lease, franchise, or any other means, enter into an agreement with another organization which in whole or in part affects the existing collective bargaining unit, then such successor organization shall be bound by each and every provision of this Agreement. District shall have an affirmative duty to call this provision of the Agreement to the attention of any organization with which it seeks to make such an agreement as

1 aforementioned and, if such notice is so given, District shall have no
2 obligation hereunder from date of takeover.

3
4 **ARTICLE 19 – DURATION AND TERMINATION**

5 **19.1 Effective Date.**

6 This Agreement shall be effective, July 1, 2022 and shall remain in full
7 effect until June 30, 2025 and annually thereafter unless either party
8 serves notice hereto on the other to amend or terminate the Agreement as
9 provided in this Article.

10
11 **19.2 Written Notice.**

12 This Agreement may be opened by either party upon written notice to the
13 other of their intent to modify, amend or terminate this Agreement at least
14 ninety (90) days before the anniversary date (June 30, 2025). The parties
15 agree that, if possible, negotiations shall commence two (2) months prior
16 to this Agreement's expiration.

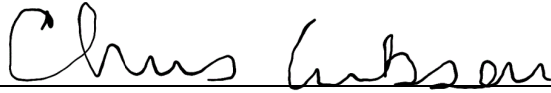
17
18 **19.3 Reopen.**

19 This Agreement may be opened by mutual agreement of the parties at any
20 time.

21
22 **19.4 Effective.**

23 This Agreement shall not become effective until such time as both parties
24 have affixed authorized signatures.

1 IN WITNESS WHEREOF the Hospital and Association have executed this
2 Agreement as of: 2023-Feb-28 | 10:47 AM PST

OREGON NURSES ASSOCIATION**LAKE HEALTH DISTRICT**

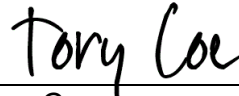
Chris Gibson, BU Chair, RN



Charles Tveit, CEO



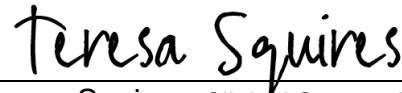
Abigail Yates, Co-Chair, RN



Tory Coe, Director of Nursing



Aleasa Mathews, BU Secretary, RN



Teresa Squires, Clinical Support Director



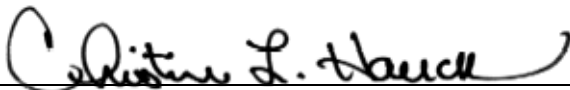
Shawn Bias, BU Treasurer, RN



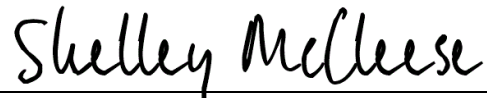
Edward Keough, CFO



Kelly Utley, BU Membership Chair, RN

Krista Harrington,
Director of Home, Health & HospiceChristine Hauck, BSHA-LTC,
ONA Labor Representative

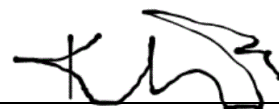
Shirley Kranz, Director of Human Resources



Shelley McCleese, Payroll



Mickie Gocken, Director of Lakeview Gardens



Kristin Bremer Moore, Attorney

APPENDIX A

A.1 Rates of Pay.

The following are the base per hour rates of pay for all Nurses employed under the terms of this Agreement.

Effective	7/1/2022	7/1/2023	7/1/2024
		3%	3%
Step 1	\$37.88	\$39.02	\$40.19
Step 2	\$38.83	\$39.99	\$41.19
Step 3	\$39.80	\$40.99	\$42.22
Step 4	\$40.79	\$42.01	\$43.27
Step 5	\$41.81	\$43.06	\$44.36
Step 6	\$42.86	\$44.15	\$45.47
Step 7	\$43.93	\$45.25	\$46.61
Step 8	\$45.03	\$46.38	\$47.77
Step 9	\$46.15	\$47.53	\$48.96
Step 10	\$47.31	\$48.73	\$50.19
Step 11	\$48.49	\$49.94	\$51.44
Step 12	\$49.70	\$51.19	\$52.73
Step 13	\$50.94	\$52.47	\$54.04
Step 14	\$52.22	\$53.79	\$55.40
Step 15	\$53.52	\$55.13	\$56.78
Step 16	\$54.86	\$56.51	\$58.20
Step 17	\$56.23	\$57.92	\$59.65
Step 18	\$57.64	\$59.37	\$61.15
Step 19	\$59.08	\$60.85	\$62.68
Step 20	\$60.56	\$62.38	\$64.25

1 **A.2 PRN 1, PRN 2, PRN 3 & PRN 4.**

2 **A.** PRN 1, PRN 2, PRN 3, and PRN 4 Nurses shall be paid as follows:

- 3 1. PRN 1 – Step Placement + thirty percent (30%) no benefit
4 premium.
5
6 2. PRN 2 – Step Placement + fifteen percent (15%) no benefit
7 premium.
8
9 3. PRN 3 – Step Placement + fifteen percent (15%) no benefit
10 premium.
11
12 4. PRN 4 – Step Placement + thirty percent (30%) no benefit
13 premium.
14

15 PRNs 1, 2, and 3 may move to next step with one thousand (1000) hours
16 actually worked and a minimum of twelve (12) months on each step.

17
18 PRN 4 may move to next step annually, without regard to hours worked.
19

20 **B** Nurses on the PRN 1, PRN 2, PRN 3 and PRN 4 rate shall receive
21 shift and weekend differential and applicable certification and
22 competency premiums. They will not receive any other benefits.
23

24 **A.3 On-Call.**

25 **A** On call is paid only when a Nurse is on call and not while the Nurse
26 is working after being called in. On call pay resumes when the
27 Nurse resumes on call status, after completing duties for which
28 he/she was called to assume (i.e., no pyramiding of on call while
29 working). CALL PAY DOES PYRAMID IF A NURSE IS
30 REQUIRED TO TAKE CALL FOR MORE THAN ONE
31 DEPARTMENT (I.E., OR/ER call is paid at fifteen percent (15%) +
32 fifteen percent (15%) = thirty percent (30%).

B. Time actually worked when called back while on scheduled On Call shall be paid at the rate of one and one-half (1 ½) times the Nurse's regular rate of pay (including shift differential, if applicable).

A.4 Differentials/ Premiums/Bonuses.

OB Call Bonus	\$240 per 24 hours of call***
BSN	1.00
Night Shift (1745-0615)	5.00
Weekend	2.00
Preceptor of Nurse	1.20
Preceptor of Nursing Student	1.50
Regular Call (see Article 3.4 A)	15%
Mandated Call (see Article 3.4 B)	30% +\$250/call in*
Holiday Call	25%
Nurse Manager Designee On-call no coverage	10% Base**
Nurse Manager Designee On-call with coverage	15% Base**
Team Leader	2.00

* Nurses called in while on mandated call who submit the required paperwork will receive a bonus payment that reflects two hundred and fifty (\$250.00) for every such call in.

** Base pay is calculated without shift differential or certification.

*** Nurses will not receive two hundred forty (\$240) until they have completed an aggregate of twenty-four (24) hours of OB Call. All hours of OB Call, whether or not a Nurse is called in, will count toward the OB Call Bonus.

A.5 Home Health/Hospice.

A. Because scheduling is more erratic with Home Health/Hospice Nurses, the normal differential times applied to District Nurses are

not applicable. Home Health/Hospice Nurses have the following schedule:

1. 0600-2059 no differential

2. 2100-0559-night differential applies

B. Home Health/Hospice Nurses will be paid at the current IRS mileage rate for travel from the office to the first (1st) patient's home and back to the office. If the Home Health/Hospice Nurse is on call, mileage will be paid from point of origin to any patient who is not at the District and back to home or office.

C. When on call, Home Health/Hospice Nurses receive travel time to visit any patients not at the District.

D. The District cannot guarantee any minimum amount of work on any day or any week to Home Health/Hospice Nurses.

E. If it is appropriate for more than one (1) visit to be completed back-to-back, the visits cannot be treated as separate call backs, to avoid pyramiding of hours on call backs.

A.6 Certification/Competency.

A. National Certifications.

There shall be a certification differential paid to all Nurses at the rate of two dollars (\$2.00) per hour for current certification for up to each of two (2) nationally recognized certifications. The two (2) may be any of the following or any certification which is recognized by the American Board of Nursing Specialties (ABNS) for areas pertinent to the District as determined by their Nursing Director:

1. TCRN – Trauma Certified Registered Nurse

1 2. NCC – National Certification Corporation

2 a. In-patient Obstetrics

3
4 b. Maternal Newborn Nursing

5
6 c. Electronical Fetal Monitoring

7
8 3. International Board-Certified Lactation Consultant

9
10 **B. District / In-House Unit-Specific Competency Assessment:**

11 1. Med/Surg and ICU: base rate.

12
13 2. OB, OR, or ER: an additional one dollar an hour (\$1.00/hr.) for
14 each unit-specific District competency assessment up to a
15 maximum three dollars an hour (\$3.00/hr.) certification -
16 differential.

17
18 3. To receive the differential, the Nurse must demonstrate
19 continued competency in the practice of each certification to the
20 benefit of the District, which includes regularly working in the
21 area of certification.

22
23 **A.7 Merit Rewards.**

24 The Association recognizes this contract to be the minimum standards of
25 employment. This contract should not be construed to limit management's
26 right to reward an individual Nurse's performance over and above the
27 prescribed conditions called for in this Agreement.

28
29 **A.8 Step Placement.**

30 Newly hired Nurses will be placed on the Step scale (A.1) commensurate
31 with the Nurses' experience level to reflect time worked in patient contact
32 positions within the prior ten (10) years based on full-time employment
33 equivalent.

1 **A.9 Retention of Present Benefits.**

2 It is explicitly agreed that this Agreement shall not operate to reduce or
3 eliminate any benefits which are now enjoyed by the Nurses, such as
4 inexpensive meals in the District cafeteria.

5
6 **A.10 Uniforms.**

7 Nurses may purchase uniforms from the District at District cost. With
8 written request from the Nurse, the District will arrange for the Nurse to
9 pay for a uniform through payroll deduction.

10
11 **A.11 Clinical Ladder.**

12 District representatives will work together with ONA Nurses, with
13 representation from every Nursing Department that elects to participate, in
14 a committee that has no more District representation than Nurses (and
15 may have fewer), to define objective and measurable guidelines for a
16 clinical ladder compensation option for full- and part-time Nurses.

17 Guidelines will include ultimate approval by CEO for standards and
18 compensation as well as CEO approval for each clinical ladder project
19 proposal and the validation of each project completion. The District will
20 dedicate twenty-five thousand (\$25,000)/year for the next three (3) years
21 (life of this contract) to Clinical Ladder compensation for ONA members
22 who receive validation of completion of their approved proposal.

23 Unearned dedicated funds will be returned to the general fund annually.

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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 Oregon Nurses Association Collective Bargaining Agreement with Lake Health District July 1, 2022 - June 30, 2025.

Signature: _____

Date: _____

Mailing
Address

Cell	Work
Phone:	Phone:
_____	_____

Email: _____

Unit:	Shift:
_____	_____

