

A G R E E M E N T

between

OREGON NURSES ASSOCIATION

and

MID-COLUMBIA MEDICAL CENTER

November 1, 2021 through June 30, 2024

Effective Date: November 1, 2021

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ARTICLE 1 – RECOGNITION AND MEMBERSHIP

A. Recognition.

Hospital recognizes Association as the collective bargaining representative with respect to rates of pay, hours of pay, hours of work and other conditions of employment for a bargaining unit composed of general duty registered professional nurses, including those nurses working in Visiting Home Health employed by the Hospital, excluding administrative and supervisory personnel. The recognition granted by this Agreement is limited to the Hospital facility, excluding all other present or future operations with which the Hospital may have a corporate relationship. The Hospital shall not assign bargaining unit nurses' supervisory functions which are defined as: the authority to hire, transfer, suspend, layoff, recall, promote, discharge, reward (monetary), discipline, or adjust grievances.

B. Definitions.

Definitions effective as of the execution date of this Agreement:

B.1 General Duty Nurses.

Registered or licensed professional nurses currently licensed to practice professional nursing in Oregon. The nurse is responsible for direct or indirect total care of patient.

B.2 Casual Nurses.

Casual nurses are those employees who work less than twenty-four (24) hours in a fourteen-day (14-) period. Casual nurses shall receive thirteen percent (13%) premium pay in lieu of fringe benefits and other side benefits as provided in Section B of Appendix A.

To remain eligible for premium pay, casual nurses shall make themselves available for two shifts in each twenty-eight-day (28-) scheduling period. Casual nurses may opt out of one schedule each calendar year without affecting their eligibility for premium pay. To remain eligible for premium pay, one shift each scheduling period must be scheduled or worked on a weekend, night or holiday shift.

One shift per year must be on a holiday. Winter holidays (Thanksgiving, Christmas Eve [as of 2022], Christmas and New Year) and summer holidays (Memorial Day, Fourth of July and Labor Day) will be rotated. Casual nurses must meet the department's education requirements for the last year.

B.3 Regular Part-Time Core Nurses.

Regular part-time core nurses are those nurses who are regularly scheduled to work at least forty (40) hours in a fourteen-day (14-) pay period. Part-time nurses may receive the premium pay in lieu of fringe benefits and side benefits as provided in Section B of Appendix A or elect to receive part-time benefits as provided therein. For the purpose of establishing and maintaining status as a regular part-time core employee, each overtime hour shall count as one hour worked.

Regular part-time core status will not be affected by approved uncompensated time off, Hospital Convenience Day (HCD) or low census time which removes an RN from a posted schedule, approved educational leave whether paid or unpaid, or other approved leave of absence.

Part-time nurses (including nurses who have selected the thirteen percent (13%) option as provided herein) may schedule uncompensated time off utilized at a rate in proportion to their position hours to a full-time position and to their length of continuous service as outlined in Article 3.D (maximum accrued per year). Such scheduled time off shall be subject to Hospital approval, which shall reflect consideration of scheduled time off for other nurses, patient census, and available nursing skills. Any uncompensated time off that a part-time core nurse may take beyond a proportional share of the maximum will affect part-time core status unless it is made up in additional work hours.

B.4 Part-Time Non-Core Nurses.

Part-time non-core nurses are those who are regularly scheduled at least one shift per week but who work less than forty (40) hours in a pay period. Part-time non-core nurses shall receive the premium pay in lieu of fringe benefits and side benefits as provided in Section B of Appendix A.

B.5 Regular Full-Time Nurses.

Regular full-time nurses are those bargaining unit employees regularly scheduled to work as follows per week:

B.5.1 Five (5) eight-hour (8-) shifts,

B.5.2 Four (4) ten-hour (10-) shifts,

B.5.3 Four (4) nine-hour (9-) shifts,

B.5.4 Three (3) twelve-hour (12-) shifts, or

B.5.5 Any combination of shifts which results in thirty-six (36) or more hours per week.

Employees designated as regular full-time nurses shall accumulate and receive all fringe benefits provided in this Agreement so long as they maintain their status as full-time employees. For the purpose of establishing and maintaining status as a regular full-time employee, each overtime hour shall count as one hour worked.

B.6 Preceptor.

Nurses assigned to provide special orientation to new hires, nurses transferring from another department, or student nurses in their sixth quarter when they do not have a clinical instructor on-site and available.

1 **B.7 Patient Nurse Navigator/Care Coordinator.**

2 Nurses assigned to patient education and coordination of care. This
3 does not include non-nurse Community Care Coordinators or other
4 non-nurses who also are assigned to patient education and
5 coordination of care, nor does it impact the Hospital's ability to use
6 Community Care Coordinators or other non-nurses to perform those
7 functions.

8
9 **C. Union Dues Deduction and Membership.**

10 **C.1 Dues.**

11 The Hospital will deduct Association membership dues from the salary
12 of each nurse who voluntarily agrees to such deduction, and who
13 submits an appropriately written authorization to the Hospital setting
14 forth standard amounts and times of deduction. The deductions shall
15 be made monthly and remitted to the Association. The performance of
16 this service is at no cost to the Association.

17
18 **C.2 Membership.**

19 All nurses who have not applied for membership in the Association on
20 the effective date of this Agreement shall have the option of becoming
21 members or not.

22
23 **C.3 Effective Date.**

24 All nurses hired after the effective date of this Agreement (the date of
25 its signing by the Hospital) shall have thirty (30) calendar days from
26 date of employment in which to give written notice by mail to the
27 Association of their intention not to join. (Such notice must be post-
28 marked within said thirty-day (30-) period with a copy provided to the
29 Hospital.) Any employee who has previously joined the Association
30 may thereafter opt out of Association membership by providing the
31 Association written notice by mail of the nurse's intent to resign from
32 the Association within ten (10) calendar days prior to the employee's
33 anniversary date. Such notice must be post-marked within ten (10)

1 calendar days prior to the anniversary date with a copy furnished to
2 the Employer.

3
4 Nurses who elect not to be members of the Association may
5 voluntarily elect to make a "fair share" contribution to the Association.
6

7 **C.4 Membership Option.**

8 If a nurse fails to exercise the options in Paragraph 3 for non-
9 membership or fair share contribution, the nurse shall have sixty (60)
10 calendar days following the day of employment within which to join the
11 Association or on demand of the Association be terminated by the
12 Hospital.
13

14 **C.5 Indemnification.**

15 The Association shall indemnify the Hospital and save it harmless
16 against any and all suits, claims, demands and liabilities that shall
17 arise out of or by reason of any action that shall be taken by the
18 Hospital for the purpose of complying with the provisions of this Article
19 or in reliance upon any assignment and authorization form, list or
20 information which shall have been furnished the Hospital under such
21 provisions.
22

23 **D. New Hire Orientation.**

24 The Hospital agrees to provide a copy of the contract to each nurse as
25 supplied by the Association. The Hospital will provide reasonably in advance
26 to the Association and its officers a calendar of dates and times for new
27 employee orientation for nurses. The Unit Chair or designee may
28 communicate with Human Resources within twenty-four (24) hours prior to a
29 previously scheduled day of orientation to verify whether there are any new
30 RN hires into bargaining unit positions scheduled to undergo the pending
31 new hire orientation. New RN hires will be provided with an invitation to
32 attend a meeting sponsored by the ONA during time that follows the end of
33 the Hospital's orientation. The new RN hires will be paid for fifteen (15)

minutes for this meeting. The meeting will be announced as non-mandatory, and the ONA presenters will not be on time paid by the Hospital.

E. Nurses Currently Employed

Within fifteen (15) days of the signing of this Agreement, and semi-annually thereafter, the Hospital will provide the ONA and the Bargaining Unit Chair with a printed list which will include the names, RN license numbers, Hospital employee numbers, dates of hire, classification steps, nursing units, addresses, and phone numbers of nurses currently employed by the Hospital who are covered by this Agreement. The Hospital also will provide total monthly hours worked for part-time and casual nurses only. On a monthly basis, the Hospital will provide the ONA and Bargaining Unit Chair with a list of the names, addresses, phone numbers and RN license numbers of nurses who have been hired or terminated during the prior month, as that information is reflected on Hospital records.

F. Bulletin Boards.

The Hospital shall provide space for posting Association materials on a bulletin board at the Employee Information Center and in the break room of each nursing unit.

G. Association Access to Hospital.

Duly authorized representatives of the Association will be permitted at reasonable times to enter the facilities operated by the Hospital for the purpose of transacting Association business pertaining to contract negotiations or administration and observing conditions under which nurses are employed. Transaction of such business shall be conducted in an appropriate location subject to the general Hospital rules applicable to non-employees and shall not interfere with patient care, the work of other employees or any such employee interviewed and shall be conducted during such employee's lunch or rest period. A meeting room in the Hospital will be provided subject to availability.

1 **H. Letter of Hire.**

2 The Hospital will continue to provide each newly hired nurse, including
3 current employees hired into new positions, with a letter of hire clearly stating
4 their original date of hire (for seniority purposes), their FTE and work status
5 (full-time, part-time or casual), and the step at which they are being hired.
6

7 **I. PTO for bargaining.**

8 At the nurse's request, a nurse on the ONA bargaining team shall be allowed
9 to use PTO for time spent in negotiations with the Hospital's bargaining team.
10

11 **ARTICLE 2 – EQUALITY OF EMPLOYMENT OPPORTUNITY**

12 The Hospital shall continue its present policy that age, gender, race, creed, color,
13 sexual orientation, religion, national origin, gender identity, veteran status, disability
14 subject to reasonable accommodation, or any other legally protected category shall
15 not be considered in hiring, placement, promotion, salary determination or other
16 terms of employment of nurses employed in job classifications covered by this
17 Agreement. There shall be no discrimination by the Hospital against any nurse on
18 account of membership in or lawful activity on behalf of the Association, provided
19 that it does not interfere with normal Hospital routine, or the nurse's duties or those
20 of other Hospital employees consistent with the protection for union activity afforded
21 by the Labor Management Relations Act, as amended.
22

23 **ARTICLE 3 – PAID TIME OFF**

24
25 **A. Definition.**

26 Vacations, holidays and sick leave for eligible nurses are addressed pursuant
27 to a formal Paid Time Off (PTO) Plan. PTO hours accrued are based on
28 hours compensated including regular hours, overtime hours, callback, PTO
29 (other than PTO cashed out or donated), on-call hours (due to low census),
30 house convenience hours, compensated education hours, during periods of
31 compensated jury duty and other paid authorized leaves; provided, PTO
32 hours are not pyramided (counted more than once for accrual purposes). For
33 example, where a nurse originally scheduled eight hours is called off for

house convenience and elects to use PTO to provide compensation for the shift, PTO will accrue on eight hours – not sixteen (16) hours. PTO is not earned on uncompensated time except house convenience hours. Scheduled days taken off without pay when the nurse must be replaced on the schedule, will not count as days worked for the purpose of PTO accrual. PTO shall be used for authorized leave, holidays, vacations, sick days, and for illness of family members to the extent allowed by law. PTO will be paid at the nurse's regular rate of pay including any shift or national certification differential which the nurse has been regularly receiving, but excluding all other differentials including weekend premiums.

B. Eligibility.

All regular full-time and benefited part-time core nurses will accrue PTO. PTO hours are accrued based upon hours compensated including regular hours, overtime hours, callback, PTO, on-call hours (due to low census), house convenience hours, compensated education hours, during periods of compensated jury duty and other paid authorized leaves. Regular part-time core nurses may accrue PTO for as long as they remain employed in a regular part-time core capacity as defined in this Agreement by exercising the option described in Section B of Appendix A. PTO will be available as it is accrued.

C. PTO.

Accrued PTO may be utilized, at the nurse's option to supplement worktime lost due to low census cancellation.

D. Accrual Rates.

Length of Service	Earned Per Hour	Maximum Banked Hours
Year 0-5	.1068	400
Year 6-10	.1282	480
Year 11+	.1496	560

1 The periods of continuous employment (length of service) required to qualify
2 for PTO accrual described above refer to regular full-time or regular part-time
3 core (at least forty (40) hours per fourteen-day (14-) pay period) employment
4 in the Hospital. Length of service shall be measured as of the nurse's
5 anniversary date of employment each year. Any time during which a nurse
6 receives the thirteen percent (13%) premium in lieu of benefits does not
7 count toward length of service for PTO accrual.

8
9 **E. Use of PTO for Vacation.**

10 PTO shall be utilized for any vacation time a nurse takes, as scheduled by
11 mutual agreement. PTO times will be established on a first-come-first-served
12 basis by date of application. In the event two (2) or more nurses request the
13 same time and make a request on the same calendar date and only one (1)
14 nurse can be granted the request, the most senior nurse will be granted the
15 PTO time requested. A nurse who exercises a seniority preference for
16 scheduling PTO may not again exercise a seniority preference during the
17 next two (2) years. Requests for PTO should be submitted as far in advance
18 as possible, not to exceed fourteen (14) months, to the department manager,
19 at least four weeks prior to posting of the schedule for the requested time.
20 Requests will be responded to in writing within two (2) weeks of their
21 submission. The Hospital will grant request(s) for prescheduled time off for a
22 minimum of one nurse per shift. It is understood that the Hospital reserves
23 the right to determine how many nurses may take PTO at one (1) time,
24 however the Hospital agrees to make good faith reasonable efforts to grant
25 time off to more than one nurse per shift if the Hospital determines that
26 patient and staffing needs can be met.

27
28 **F. Use of PTO for a Holiday.**

29 On recognized holidays, a nurse who is scheduled off or placed on HCD call
30 due to the holiday will receive pay for up to one day of accrued PTO. If the
31 nurse is scheduled for an additional day during the week in lieu of the
32 holiday, the nurse will not be required to use PTO.

1 **G. Use of PTO for Short-Term Illness.**

2 A nurse who becomes ill will be allowed a day of PTO at the level of the
3 nurse's regularly scheduled hours (normally eight (8), nine (9), ten (10) or
4 twelve (12)) at the regular rate of pay, as shown in Appendix A, for each day
5 of absence from work because of illness commencing with the first day of
6 each illness through the third consecutive lost work day or twenty-four (24)
7 work hours, whichever comes first; (for nurses working twelve-hour (12-)
8 shifts for the first through the second consecutive lost day or twenty-four (24)
9 work hours, whichever comes first). A nurse who fails to notify the nurse's
10 immediate supervisor at least two (2) hours in advance of the scheduled shift
11 that will be missed because of illness, except in verified emergencies where
12 such notice is not possible, shall not receive the PTO benefit for that shift.

14 **H. Authorized Leaves and Oregon Paid Sick Leave.**

15 A nurse shall use accrued PTO in accordance with the Hospital's leave
16 policy. If the nurse is on FMLA/OFLA leave, the nurse shall use PTO for the
17 first twenty-four (24) hours and then EIH until such hours are exhausted, at
18 which time PTO shall be used.

20 Use of PTO for reasons which qualify under the Oregon Paid Sick Leave law
21 shall be counted against the nurse's Oregon Paid Sick Leave entitlement and
22 there shall be no additional accrual of sick leave under the Oregon Paid Sick
23 Leave law. The Hospital shall not be required to provide additional sick leave
24 to nurses who utilize all of their yearly PTO accrual for reasons other than
25 those that qualify under the Oregon Paid Sick Leave law.

27 **I. The Payroll/Human Resources**

28 The Payroll/Human Resources office will maintain a record of PTO accrued
29 and used for each nurse. In addition, current accrued PTO hours will be
30 shown on a nurse's paycheck stub.

J. Maximum PTO.

The maximum number of PTO hours a nurse may accumulate is set forth in Section D (Accrual Rates) above. Once the maximum has been reached, no further hours will accrue until the nurse has taken PTO time off. Starting in January 2022, the non-probationary nurse shall have the ability to cash-out up to eighty (80) hours of accrued PTO once per fiscal quarter* (not to exceed one hundred twenty (120) hours per year, in accordance with Hospital policy) and no later than the first pay period in December of each calendar year.

Fiscal Quarters	
*Quarter 1 =	January through March
Quarter 2 =	April through June
Quarter 3 =	July through September
Quarter 4 =	October through December

K. All PTO Accrued.

All PTO accrued but unused by any nurse who accrues PTO at the time of termination will be converted to cash at the rate of one hour paid for each hour earned, using the nurse's final base rate of pay, if the nurse has been continuously employed at least twelve (12) calendar months by the Hospital. It is understood that PTO does not accrue on PTO cashed out or donated.

L. Hospital Convenience Day (HCD).

Nurses may elect to use PTO to fill in hours missed while on HCD or HCD call time.

ARTICLE 4 – EXTENDED ILLNESS HOURS

A. Extended Illness Hours (EIH)

Extended illness hours (EIH) shall be taken for regularly scheduled shifts which are missed due to bereavement, illness or disability (exceptions shall be allowed in accordance with Hospital policy, provided the exception benefits the nurse). EIH shall be used after a nurse has been ill or disabled

for three consecutive workdays or twenty-four (24) work hours, whichever comes first: (for nurses working twelve-hour (12-) shifts, after two (2) consecutive workdays or twenty-four (24) work hours, whichever comes first). If a nurse is Hospitalized, then EIH shall be used starting with the first day of Hospitalization. If a nurse is required to leave work because of a job-related illness or injury which is subsequently covered by workers' compensation, the nurse may request that any PTO used for work missed because of the job-related illness or injury covered by workers' comp be restored to the nurse's PTO bank and instead deducted from the nurse's available EIH bank.

EIH shall be used for the death in the immediate family, without a PTO waiting period, to a maximum of three (3) scheduled workdays. Immediate family is defined to be spouse, children and others residing as part of the household or parents, brothers, sisters, grandparents, grandchildren or current in-laws. Any EIH taken for bereavement leave under this provision will run concurrently with any bereavement leave to which a nurse may be entitled under the Oregon Family Leave Act.

B. Illness or Disability.

If a nurse who returns from an illness or disability must be absent again within ten (10) calendar days for the same illness or disability, the nurse shall continue with EIH pay.

C. Use.

EIH will be used at the level of the nurse's regularly scheduled hours (normally eight (8), nine (9), ten (10) or twelve (12)) at the nurse's regular rate of pay as shown in Appendix A for each day of absence.

D. Eligibility.

All regular full-time nurses shall accrue EIH who have completed six months of continuous employment. No EIH is earned, due or credited for any purpose until a nurse has completed six (6) months of continuous employment in full-time status. At the end of the six-month (6-) period, EIH

will be credited back to the first day of employment. Regular part-time core nurses who have completed six (6) months of continuous employment may accrue EIH for as long as they remain employed in a regular part-time core capacity as defined in this Agreement by exercising the option described in Section B of Appendix A. Casual nurses and part-time non-core nurses do not accrue EIH.

E. Accrual.

Years of Service	Earned Per Hour	Maximum Hours Banked
All	.0256	624 hours

EIH is accrued on all compensated hours as described in Article 3, Section A.

F. Transfers.

If a nurse transfers to other employment by the Hospital in a job classification not covered by this Agreement or reduces status to part-time non-core or casual without a break in continuity of employment by the Hospital, the nurse will retain for use his/her EIH hours accumulated under this Agreement at time of transfer.

G. EIH Accumulation.

EIH shall not accumulate during leaves of absence (unless the nurse uses PTO during the leave of absence, layoffs, or unpaid absence from employment because of illness.)

H. Recognized Use.

A nurse shall use accrued EIH for the acute illness of the nurse's immediate family where the nurse's presence with such ill family member is necessary. Such EIH use is subject to the usual three (3) days or twenty-four (24) work hours, whichever comes first, of PTO use prior to use of EIH.

I. Quarantine.

A nurse may use accrued EIH if required to quarantine due to a high-risk exposure at work and who is not receiving time loss benefits on a workers' compensation claim, provided that the nurse followed applicable infection control and OSHA requirements.

J. Evidence Of Illness.

The Hospital may require evidence of illness from the nurse or family member's medical doctor as a condition of receiving EIH benefits. Failure to furnish satisfactory evidence to the Hospital of a bona fide illness preventing a nurse from performing the nurse's Hospital duties or an acute illness of a family member requiring the presence of the nurse shall terminate the nurse's rights to EIH benefits.

K. Anniversary Date.

Use of EIH shall not affect a nurse's anniversary date of employment.

L. Eligibility.

The maximum number of EIH a nurse may accumulate is six hundred twenty-four (624) hours. Once the maximum has been reached, additional earned EIH hours will be moved into the nurse's PTO3 bank at a rate of conversion of two EIH hours equals one PTO3 hour as a wellness benefit. PTO3 will be distributed in the month of January following the year of accumulation and must be scheduled and taken within that calendar year. This PTO3 bank cannot be cashed out on retirement or employment termination. EIH is not paid on retirement or other termination of employment.

M. Conversion at Retirement.

Effective July 1, 2010, nurses who retire in good standing at age sixty-five (65) with at least ten (10) years of continuous service immediately preceding their retirement date or at age sixty (60) with at least fifteen (15) years of continuous service immediately preceding their retirement date will be eligible to use a percentage of their banked EIH hours to purchase a

Medicare supplement to the extent permitted by law or COBRA continuation coverage under any health plan other than a health flexible spending account according to the benefit table below. Otherwise, EIH benefits are not eligible for conversion or cash-out and are recognized instead as a form of insurance available to eligible employees during their term of employment at the Hospital.

Years of Service	Percentage of EIH Hours Available
10 years	20%
15 years	30%
20 years	40%
25 years	50%
30 years or more	60%

ARTICLE 5 – HOLIDAYS

A. Holidays.

Holidays are a built-in component of PTO. For the purposes of this Agreement, the holidays shall consist of three regular shifts for which the majority of time falls between 12:00 a.m. and 11:59 p.m. of the holiday. The following holidays are recognized by the Hospital:

New Year's Day	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Christmas Day
The parties agree to add Christmas Eve in 2022.	

B. Recognized Holidays.

On recognized holidays, a nurse may elect to request one day of accrued PTO. PTO shall be used in the same increments that a nurse is normally scheduled unless the nurse submits a written request for a different arrangement prior to the posting of the affected schedule.

1 **C. Holiday Rotation.**

2 It is agreed that holiday work shall be rotated by the Hospital and that a
3 regular full-time and regular part-time core nurse who is required to work on
4 a holiday shall receive time and one-half (1½) the nurse's regular rate of pay
5 for hours worked as described in Appendix A. Part-time non-core and Casual
6 nurses working a recognized holiday shall be compensated at the rate of
7 double time for all hours worked; all other nurses working a recognized
8 holiday shall be paid at the rate of time and one-half (1½) for all hours
9 worked.

10
11 **D. Holiday Workdays.**

12 In the event one (1) of the holidays enumerated in Paragraph A above falls
13 on a full-time nurse's regular workday and she or he is required not to work, it
14 shall be considered as a day worked for purposes of computing overtime. For
15 purposes of the OR, a nurse's "regular" workday will depend on the posted
16 schedule for the scheduling period in question. The parties recognize that
17 when a contract holiday falls on a Monday, the OR and Home Health
18 workweek may be scheduled Tuesday to Friday by appropriate posting
19 procedures to ensure four weekdays of OR and Home Health availability.

20
21 **E. Holiday Accrual Hours.**

22 Nurses required to work greater than seven (7) hours on a holiday shall
23 accrue up to an additional four hours of PTO for those hours worked above
24 seven (7) hours on that holiday. Nurses shall be considered to have worked
25 on a recognized holiday whenever a majority of the time spent on the shift
26 falls between 12:00 a.m. and 11:59 p.m. on the date of the recognized
27 holiday.

28
29 **ARTICLE 6 – SCHEDULING**

30 **A. Postings.**

31 All work schedules shall be posted by the fifteenth (15th) of each month and
32 shall describe work schedules for the following month. Tentative schedules
33 shall be posted by the sixth (6th) of each month. Once the final schedule is

1 posted, schedules shall not be changed without the consent of the nurse or
2 nurses affected by the change. The Hospital will make a good faith effort to
3 include meetings, trainings, and orientations in the final schedule, with the
4 understanding that there will be times when they need to be scheduled with
5 less notice for reasons of staff and/or patient safety, in which case they are
6 not subject to the preceding sentence regarding schedule changes. It is
7 understood that nothing in this Section shall be construed to guarantee
8 employment and that the Hospital may cancel an assigned shift in its
9 discretion with the proper notice without financial liability as provided in
10 Article 12, Section F, regarding low census.

11
12 **B. Unscheduled Shifts.**

13 The parties recognize the inconvenience that may result when nurses are
14 asked to respond to unexpected increases in the patient census by working
15 unscheduled shifts. Therefore, nursing management will reassess posted
16 schedules according to current census information not less than eight (8)
17 hours prior to the start of the shift and reasonably attempt to fill any additional
18 needs by contacting on-call or unscheduled nurses at least eight hours prior
19 to the scheduled start of the shift. This accommodation will not prevent other
20 methods of filling scheduling needs.

21
22 **C. Split Shifts.**

23 The Hospital will not schedule split shifts. Where unexpected census
24 changes result in a nurse being HCD'd at the start of the shift and placed on
25 call, the nurse may be required to return if needed. If the HCD'd nurse is not
26 placed on call, the nurse's response to an unexpected census change shall
27 be at the nurse's option. Nurses will be placed on call for HCD only for the
28 entire shift. They will not be placed on call for HCD for blocks/ periods of time
29 unless requested by the nurse.

1 **D. Posting Regular Schedules.**

2 The Hospital may post regular schedules of eight- (8-), nine- (9-), ten- (10-)
3 or twelve- hour (12-) shifts, or combinations thereof in accordance with
4 Article 7.

6 **E. Casual RNs.**

7 Casual RNs will make themselves available for at least two (2) shifts per
8 twenty-eight-day (28-) period. One of these shifts must be a weekend, night,
9 or holiday shift. If the casual RN is meeting these requirements of
10 weekend/night/holiday in another department, they do not need to do so in
11 their casual position.

13 **F. Self-Scheduling.**

14 The Hospital will allow individual departments, by a majority vote of the
15 nurses in those departments, to use self-scheduling. The Hospital will work in
16 collaboration with nurses to develop consistent self-scheduling guidelines in
17 accordance with this collective bargaining agreement and the Hospital's
18 staffing plan, with the understanding that the guidelines may allow for a
19 limited degree of flexibility within departments. These guidelines must include
20 transparency, which means that throughout the process of schedule creation,
21 nurses shall record shift preferences on a draft schedule that is visible to all
22 nurses in the unit/department, and in the Hospital's electronic time-keeping
23 system, when such system is available. Management will use the
24 preferences entered into the electronic time-keeping system to review shift
25 preferences and create the final schedule in accordance with the agreed-
26 upon guidelines.

28 **Weekends:** Regular full-time and part-time core nurses will work up to four
29 (4) weekend shifts in a twenty-eight-day (28-) period. Part-time non-core
30 nurses will work up to three (3) weekend shifts in a twenty-eight-day (28-)
31 period. The Hospital will allow a nurse to take two full weekends off a month,
32 if desired, to the fullest extent practicable taking into account the staffing
33 needs of the department.

ARTICLE 7 – HOURS OF WORK

A. Basic Workweek.

The basic workweek shall be forty (40) hours in a workweek of seven (7) consecutive days or eighty (80) hours in a workweek of fourteen (14) consecutive days, as designated in advance by the Hospital. It is understood that employees who work more than five (5) consecutive days in a fourteen-day (14-) payroll period shall normally be assigned to two (2) consecutive days off. In no case shall an employee be assigned to work more than five (5) consecutive days without the employee's consent. If a nurse is called back for more than an eight-hour (8-) shift during a weekend of stand-by worked between two (2) regularly scheduled weeks of work, the Hospital will make every effort to allow the nurse to take the Monday off after stand-by as an HCD day if requested by the nurse. Alternatively, the nurse will be given priority for early release from the Monday shift as permitted by staffing conditions.

B. Overtime Compensation

Overtime compensation will be paid at one and one-half times (1½) the nurse's regular straight-time hourly rate inclusive of applicable shift differentials for all hours worked in excess of:

B.1 40 Hours.

Forty (40) hours (or thirty-six (36) hours for nurses assigned three (3) shifts of twelve (12) hours, or four shifts of nine (9) hours per week) in each workweek of seven (7) consecutive days; or

B.2 80 Hours.

Eighty (80) hours in each pay period of fourteen (14) consecutive days; or

B.3 Additional Time Worked.

Any additional time worked beyond the hours scheduled for the nurse for that scheduled shift of eight (8), nine (9), ten (10) or twelve (12) hours.

Notwithstanding the foregoing, time spent in staff meetings and education does not count toward overtime unless the nurse exceeds a scheduled shift of eight (8), nine (9), ten (10) or twelve (12) hours, or forty (40) hours in a workweek.

Overtime compensation will be paid at two (2x) times the straight-time hourly rate for all hours worked in excess of sixteen (16) consecutive hours. The Hospital shall not post schedules or require any employee to work more than one (1) shift in a payroll day, but such shifts may be assigned with the employee's consent as required to meet unexpected scheduling problems.

The parties recognize the importance for nurse recruitment and retention of maximizing the opportunities for nursing professionals to blend personal life with professional life. Alternate shifts of other than eight (8) hours may be scheduled by mutual agreement of the Hospital and affected nurses. In such cases, the alternate schedule shall be posted, and the position held open for qualified interested employee-applicants. Where the alternate schedule has been proposed by a nurse to meet specific needs of the nurse in blending the nurse's personal and professional life and a qualified senior nurse bids on the alternate schedule, the alternate schedule need not be filled. When an alternate schedule position is filled, each nurse involved shall receive a written statement of the effect of the alternate schedule on overtime compensation and fringe benefits. A copy of the written statement shall be provided to the ONA within seven (7) calendar days of the agreement.

Recognizing that any alternative schedule will not promote nurse recruitment and retention if it is undesirable, the nurse (or Hospital) may cancel an alternative schedule by giving written notice of at least fourteen (14) calendar days to the Department Head (or nurse).

1 **B.4 Alternate Eight-Hour Schedule.**

2 Where an alternate to an eight-hour (8-) schedule is implemented on a
3 department-wide basis, the following procedures shall be followed:

4 **B.4.1 Department's Alternate Scheduling.**

5 The unit may consider changing the department's alternate
6 schedule if 65 percent (65%) of the nurses who work in the
7 affected unit vote by secret ballot in a department meeting to
8 consider a schedule change. The units for scheduling shall be
9 recognized as those nursing groups with a common reporting
10 structure and a common department meeting. These units
11 currently consist of ED, Acute Care, CCU, Visiting Home
12 Health, Surgery (including Recovery), First Impressions,
13 Oncology, Same-Day Surgery, Endoscopy, and In-Patient
14 Rehabilitation. RNs who have as their home base clinical
15 administration will be eligible to vote in a unit election if the
16 majority of their hours worked are in that unit for six (6) pay
17 periods preceding the election.

18
19 **B.4.2 Unit Vote.**

20 Where either the unit manager or 65 percent (65%) of the
21 nurses who have the unit as their home base by the vote
22 described above desire a change in the alternate schedule,
23 they shall provide the other with at least ninety (90) days prior
24 notice of their desire to terminate or modify the alternate
25 schedule.

26
27 **B.4.3 Renegotiating the Terms.**

28 After receipt of such notice, the parties shall meet at least once
29 to attempt to renegotiate the terms of the alternate schedule. If
30 no agreement is reached, then the status quo shall remain in
31 place unless at least 65 percent (65%) of the nurses in the
32 affected unit who have the unit as their home base vote by

secret ballot under the process described above to terminate any alternate schedule at the end of the notice period.

B.4.4 Shift Start and Stop Times.

Shift start and stop times shall be decided by mutual agreement of nursing management and a vote of fifty-one percent (51%) of the affected nurses.

C. Rest Period.

One fifteen-minute (15-) rest period or coffee break shall be allowed during each four-hour (4-) period of employment. One (1) half hour unpaid lunch break shall be provided. The Hospital will provide designated space to take breaks for each department/unit, which may be shared with other departments/units.

The Hospital, ONA, and bargaining unit nurses have a mutual interest in nurses taking their meal and rest periods. The parties agree that there is a mutual responsibility to ensure nurses take their meal and rest periods. The Hospital will collaborate with nurses in each department to develop a workflow and/or plan to ensure nurses may take their meal and rest periods and will report their plan to the Staffing Committee. Nurses will take their meal and rest periods when scheduled and in accordance with the plan.

D. Reporting to Work.

Nurses who are scheduled to report to work and who are permitted to come to work without receiving prior notice that no work is available in their regular assignment shall perform any nursing work to which they may be assigned. When Hospital is unable to utilize such nurse and the reason for lack of work is within the control of Hospital, the nurse shall be paid an amount equivalent to four (4) hours times the straight-time hourly rate plus applicable shift differential for eight- (8-) or nine-hour (9-) shifts (five (5) hours for 10-hour (10-) shifts and six (6) hours for twelve-hour (12-) shifts); provided, however, that a nurse who was scheduled to work less than four (4) hours on such day

1 shall be paid for the nurse's regularly scheduled number of hours of work for
2 reporting and not working through no fault of the nurse's own. The provisions
3 of this Section shall not apply if the Hospital makes a reasonable effort to
4 notify the nurse by telephone not to report for work at least two (2) hours
5 before the nurse's scheduled time to work. It shall be the responsibility of the
6 nurse to notify the Hospital of the nurse's current address and telephone
7 number. Failure to do so shall preclude the Hospital from the notification
8 requirements and the payment of the above minimum guarantee. If a nurse is
9 dismissed and is not notified before the start of the next shift that she or he
10 would have otherwise worked, she or he shall receive reporting pay of four
11 (4), five (5) or six (6) hours' pay in accordance with the provisions of this
12 Section.

13
14 **E. Expectations.**

15 The Hospital will attempt to schedule all nurses who indicate such a
16 preference so that they have at least two full weekends off in a twenty-eight-
17 day (28-) period. This expectation of weekend availability applies to all
18 nurses with a job code in an acute care area (including Medical-Surgical, ICU
19 Telemetry, FI and ED) regardless of whether they work part-time in other
20 Hospital areas. If there are insufficient volunteers to cover weekend shifts,
21 each nurse may be expected to work up to two (2) weekends (four (4) shifts)
22 per four-week (4-) schedule period. Nurses who work additional qualifying
23 weekend shifts within each four-week (4-) schedule period will receive
24 \$65.00 for each additional shift (or any part of a shift) on a Saturday or
25 Sunday. If a nurse specifically requests to work a weekend shift or a specific
26 work schedule that includes additional weekend shifts, the shift does not
27 qualify for this weekend bonus.

28
29 **F. Cases of Emergency.**

30 Except in cases of emergency, nurses will not be asked to work two (2)
31 consecutive shifts.

1 **G. Held More Than Two (2) Hours.**

2 A bargaining unit nurse held more than two (2) hours beyond the end of a
3 scheduled shift who is scheduled to begin another shift less than ten (10)
4 hours after the nurse is relieved from duty may request relief from at least the
5 first two (2) hours of the nurse's next scheduled shift assignment, or in
6 accordance with applicable law. When the nurse requests such relief before
7 departing the building, the Hospital will make every reasonable effort to
8 accommodate the nurse's request.

9
10 **H. Staff Meeting Attendance.**

11 Attendance to department staff meetings shall be made available by phone.
12 If a nurse is not able to attend a staff meeting in person, the nurse may
13 attend by phone unless the staff meeting contains a "hand's on" training
14 component, in which case all nurses must attend in person. For staff
15 meetings that do not contain a hands-on training component, a nurse who
16 attends by phone will receive full credit for attending. Attendance at staff
17 meetings, whether in person or by phone, will be paid time.

18
19 **ARTICLE 8 – EMPLOYMENT STATUS**

20 **A. Hospital Rights.**

21 The Hospital shall have the right to hire, promote and transfer nurses subject
22 to the provisions of this Agreement. The Hospital shall discipline, demote,
23 suspend or discharge an employee for just cause.

24
25 **B. Nurse Probationary Period.**

26 A nurse employed by the Hospital shall not become a regular employee until
27 the nurse has been continuously employed for a period of three (3) months
28 probationary period, which includes two- (2-) or three-weeks (3-) orientation.
29 An evaluation will be furnished by the Unit Director and the Supervisor under
30 which the new nurse is working. During this time, if work is unsatisfactory, the
31 nurse may be terminated. The Hospital may extend the nurse probationary
32 period up to an additional sixty (60) days with written notice to the
33 probationary nurse and a copy to the ONA. If a nurse's probationary period is

1 extended, a work plan shall be prepared before the end of the initial
2 probationary period to help the nurse meet any deficiencies during the
3 extension.
4

5 **C. Notice of Nurse Resignation.**

6 All nurses regularly employed shall give the Hospital not less than fourteen
7 (14) calendar days' written notice of intended resignation. Failure to do so
8 forfeits the right to accumulated vacation, holiday, and sick leave benefits.
9

10 **D. Notice of Nurse Termination.**

11 The Hospital shall give nurses regularly employed fourteen (14) calendar
12 days' notice of termination of employment or, if less notice shall be given,
13 then the difference between the number of days' notice given and the
14 number of working days of advance notice herein required shall be paid to
15 the nurse at the nurse's regular rate of pay; provided, however, that no such
16 advance notice or pay in lieu thereof shall be required for nurses who are
17 discharged for gross violations of professional conduct.
18

19 **E. Work Preference.**

20 Regular nurses shall have work preferences on the basis of seniority and skill
21 and ability. The qualified senior nurse shall be given first opportunity to fill
22 vacancies and shall be scheduled before less senior nurses, full-time, and
23 part-time, respectively. In layoff situations, the least senior qualified nurse
24 shall be the first to be laid off. Length of service, together with skill and ability
25 in these specific areas, will be used, recognizing that the best interests of the
26 patients is the primary consideration. Where skill and ability are equal, length
27 of service shall prevail.
28

29 **F. Grievance Possibility.**

30 A non-probationary nurse who feels she or he has been suspended,
31 disciplined, or discharged without proper cause may present a grievance for
32 consideration under the grievance procedure.

1 **G. Termination Interview.**

2 A nurse shall, if she or he so requests, be granted an interview upon the
3 termination of the nurse's employment.

4
5 **H. Personnel File.**

6 No material reflecting critically upon a nurse may be placed in the nurse's
7 personnel files that the nurse has not had an opportunity to review. Nurses
8 are entitled to prepare a written explanation or opinion regarding any critical
9 material placed in the files. The explanation or opinion shall be attached to
10 the material and included in the files for so long as the critical material is
11 maintained in the nurse's personnel records.

12
13 Such material submitted for possible inclusion in the nurse's file shall consist
14 normally of not more than two (2) pages in total. The Hospital retains the
15 right to delete from any submitted material items which the Hospital believes
16 to be substantially inaccurate, defamatory or otherwise inappropriate as part
17 of the Hospital file. Such deleted material shall be returned to the nurse with
18 a copy to the ONA labor relations representative. Within fourteen (14)
19 calendar days of the mailing of such deleted material, the nurse may submit
20 revised material for possible inclusion in the personnel file. The Hospital may
21 also delete from such resubmitted material items which the Hospital believes
22 to be substantially inaccurate, defamatory or otherwise inappropriate as a
23 part of the Hospital file. Such rejected material shall be returned to the nurse,
24 with a copy to the ONA Labor Relations Representative. Within fourteen (14)
25 calendar days of the mailing, the nurse may submit revised material for
26 possible inclusion in the personnel file after consultation and review by the
27 ONA representative. The Hospital may also delete from such resubmitted
28 material items which the Hospital believes to be substantially inaccurate,
29 defamatory or otherwise inappropriate as part of the Hospital file. Such
30 rejected material shall be returned to the nurse. The Hospital will continue to
31 recognize that the lack of misconduct for an extended period is a significant
32 factor in determining "just cause" for discipline.

1 **I. Performance Appraisal.**

2 The appropriate nursing manager will provide a formal performance
3 evaluation for each bargaining unit nurse at least annually, providing
4 feedback and coaching to nurses as appropriate. The nursing manager may
5 seek input from any source necessary to assist with an accurate assessment
6 of the nurse's performance. The nurse shall sign the performance appraisal
7 and that signature shall only indicate that the nurse has read the
8 performance appraisal. A nurse will be provided a copy of the appraisal at
9 the time she or he signs for it.

10
11 **J. Job Sharing.**

12 The parties recognize job sharing as a potential tool in adapting work
13 opportunities in the bargaining unit to the professional goals of RNs on a
14 case-by-case basis. Nurses in a particular department may propose to the
15 nursing management the possibility of a job-sharing arrangement. Before
16 such an arrangement may be finalized, the parties immediately involved will
17 reduce to writing confirmation of the job-sharing which they have arranged.

18
19 The Hospital's response to such proposals shall depend upon management's
20 assessment of: the relative professional competencies and professional
21 experience of the proposing RNs and the specific professional expectations
22 of the job involved. It is understood that the benefit status resulting during a
23 job share for each nurse will be determined solely by each individual nurse's
24 eligibility under the benefit standards in place. It is also understood that each
25 participating nurse will be expected to continue to meet the competency and
26 training requirements as established and maintained for other bargaining unit
27 nurses. It is understood that job sharing is a special arrangement to be
28 evaluated and maintained on a case-by-case basis. If either of the
29 participating nurses or the Hospital determines that continuation of an
30 established job-sharing arrangement is no longer suitable, the arrangement
31 may be terminated effective on not less than fourteen (14) calendar days
32 prior written notice.

1 If the arrangement is terminated as a result of one (1) of the nurse
2 participants resigning from employment, the position hours previously shared
3 may be covered by the remaining nurse partner until such time as the
4 remaining nurse terminates the position or submits another job-sharing
5 arrangement with a new nurse partner, or the arrangement is otherwise
6 terminated under this Section.

7
8 A copy of any job-sharing agreement, as well as copies of any notice
9 terminating such an agreement, will be mailed to the ONA.

10 11 **ARTICLE 9 – LEAVES OF ABSENCE**

12 **A. Non-FMLA Leaves of Absence.**

13 Non-FMLA leaves may be taken for a period not to exceed ninety (90) days,
14 with prior written notice. All leaves must be approved by the unit director and
15 is subject to the Hospital's sole discretion unless federal or state law requires
16 the leave. The calculation for the leave is based on a twelve-month (12-)
17 "looking forward" method, meaning that the first day of the ninety (90) days
18 starts on the first day of the leave and the nurse has up to ninety (90) days
19 for that leave. The nurse is not eligible to take another leave until twelve (12)
20 months after the first day of said leave. Leaves are considered periods of
21 time off longer than two weeks. These leaves are available for nurses who
22 have a minimum of six (6) months of service at the Hospital and any accrued
23 PTO shall be taken for this type of leave. Full-time nurse's benefits will be
24 continued for this period of leave, not to exceed ninety (90) days.

25 Arrangements must be made for any benefit the nurse pays for with the
26 Human Resources department prior to the leave beginning. The nurse may
27 choose to pre-pay these benefits, pay for them with the use of PTO, or make
28 payments each two-week period. Part-time nurses will need to pre-pay their
29 benefits or make payments for them not less than every two-week period. A
30 nurse on a valid leave of absence of ninety (90) days or less shall be
31 reinstated in the nurse's previous position (including unit and shift), so long
32 as the position has not been eliminated. If the leave is to exceed ninety (90)
33 days, the nurse's status will be adjusted to casual, and upon return from the

1 leave, the nurse may bid for posted positions to increase their hours or status
2 classification; provided, a status or position (including unit and shift)
3 adjustment will not occur for leave covered by a nurse's available PTO
4 and/or EIH within the provisions of Articles 3 or 4 of this Agreement.
5

6 **B. Effect on Pay.**

7 Unless otherwise specified, leaves of absence will be granted without pay.
8 Nurses shall use PTO or EIH, where applicable, while on authorized leave.
9

10 **C. Effect on Benefits.**

11 A nurse will not lose previously accrued benefits as provided in this
12 Agreement but will not accrue additional benefits during the terms of a valid
13 leave of absence. Benefits provided while on FMLA/OFLA will be in
14 accordance with the Hospital policy and applicable federal and state law.
15

16 **D. Approved Meetings.**

17 Leaves of absence with pay for attending meetings will granted on approval
18 by the Hospital.
19

20 **E. FMLA/OFLA Leaves of Absence.**

21 FMLA/OFLA leaves of absence shall be provided in accordance with Hospital
22 policy and applicable federal and state law. Nurses may choose to reserve
23 up to thirty-six (36) hours of PTO for use after a parental leave under
24 FMLA/OFLA.
25

26 **F. Military Leave.**

27 Employees who are ordered to or volunteer for extended military training or
28 active duty in the Armed Services shall be granted a leave of absence for the
29 length of the service as required by applicable federal or state law. Military
30 leaves for extended tours are without pay and no benefits shall accrue during
31 the period of the leave except as may be required by applicable federal or
32 state law. Nurses who are ordered to annual training may also take a leave

1 of absence for such training. Nurses shall provide the Nursing Manager a
2 copy of orders for military training within five days after the nurse receives
3 the orders.

4
5 **G. Jury Duty.**

6 **G.1 Called to Jury Duty.**

7 A nurse who is called to perform jury duty will be permitted the
8 necessary time off to perform such service and will be paid the
9 difference between the regular rate of pay for the scheduled workdays
10 missed and the jury duty pay received, provided that the nurse has
11 made arrangements, confirmed in writing, with the nurse's supervisor
12 in advance of jury service. This benefit shall be extended only to
13 nurses who are called, not nurses who volunteer, and shall be limited
14 to a maximum of thirty (30) working days per year. The nurse must
15 furnish a signed statement from a responsible officer of the court as
16 proof of jury service and jury duty pay received. When a nurse is on
17 jury duty, for purpose of rates of pay the nurse shall be assumed to
18 have worked on the day shift Monday through Friday. A nurse who
19 was regularly scheduled to work Monday through Friday will not be
20 shifted involuntarily to weekend work when she or he is on jury duty. A
21 nurse shall report for work if four (4) or more hours of the nurse's shift
22 remain at the end of jury service for the day. A nurse assigned to the
23 evening or night shift shall be excused from work for each workday
24 during which the nurse performs at least four (4) hours of jury service.
25 Jury service shall include time spent reporting and being held at the
26 courthouse for availability.

27
28 **G.2 Court Time Compensation.**

29 If a nurse is required to testify on behalf of the Hospital, the nurse will
30 be compensated for all time spent in official trial proceedings and will
31 be reimbursed for reasonable travel and meal expenses incurred.

1 **H. Educational Leave.**

2 Educational leave for periods of up to one (1) year may be granted as
3 approved by the Chief Nursing Officer with the understanding that positions
4 for nurses on leaves in excess of three (3) months will not be kept open.
5 Reemployment of nurses on leaves of absence in excess of three (3) months
6 shall be conditioned on the first available vacancy.

7
8 **I. Non-FMLA/OFLA Leave.**

9 Nurses returning from a non-FMLA/OFLA leave of absence of more than
10 thirty (30) calendar days will provide at least twenty (20) calendar days'
11 notice so that the Unit Director can do appropriate scheduling. Since
12 schedules are normally posted by the fifteenth (15th) of the month, requests
13 for return from leave of absence should be submitted to the Unit Director by
14 the tenth (10th) of the month preceding the month in which the nurse wishes
15 to return to work.

16
17 **ARTICLE 10 – HEALTH AND WELFARE**

18 **A. Flexible Benefit Plan.**

19 Eligible employees will participate in the Hospital's Flexible Benefit Plan
20 which currently includes:

21 **A.1 Core Benefits.**

22 The Hospital's Core Life Insurance, Health, Vision and Core Dental
23 Plan, and Hospital contributions to 401(k) Plan, plus Flexible Spending
24 Account (FSA).

25
26 **A.2 Optional Benefits.**

27 Additional Life Insurance, Short and /or Long-term Disability Plan, and
28 401 (k) Plan.

29
30 **B. Provision of Core Benefits.**

31 The Core benefits are provided by the Hospital to eligible full-time nurses.
32 Eligible regular part-time core nurses, with at least forty (40) hours scheduled
33 each pay period and who have not elected to receive the thirteen percent

(13%) premium in lieu of benefits, may participate in the Hospitals Core and Optional Benefits at the part-time rate. Part-time non-core nurses, and any part-time nurse who has elected to receive the thirteen percent (13%) premium in lieu of benefits, are not eligible to participate in the Hospital's Core benefits.

C. Hospital Contribution.

The Hospital will contribute as described below for the health and vision components of the Core Benefits described above.

D. Plan Years.

For Plan Years 2022, 2023, and 2024, the Hospital will base its contributions and the employee's contribution for the health and vision components of the Core Benefits (standard plan) described above on the premium sharing arrangement described and reflected in the percentages described in the table on the next page:

Level	Monthly Hospital Contribution	Monthly Employee Contribution	Total Monthly Cost		
			Full-time	Part-time	Total%
Employee only	85-100%	67%	0-15%	33%	100%
Employee & Spouse	80%	74%	20%	26%	100%
Employee & Child(ren)	83%	74%	17%	26%	100%
Employee & Family	77%	74%	23%	26%	100%

The Hospital may offer plans in addition to the standard plan, at different contribution rates. Participation in plans other than the standard plan shall be voluntary.

1 Eligible employees may use the Hospital's flexible credit contribution toward
2 the employee cost for Core or Optional Benefits. In addition, the Hospital
3 continues the Section 125 plan which employees may elect to fund with pre-
4 tax dollars for uses permitted by the IRS.

5
6 **E. Future Modifications.**

7 It is recognized that the Benefit Plans described above have been put
8 together by the Hospital and professional consultants for the benefit of all
9 Hospital employees. The parties further recognize that with the rapidly
10 evolving conditions in health care, it is not possible to anticipate the future
11 details of plan benefits or problems. The Hospital may revise its terms to
12 accommodate changing conditions or the interests of the users. In no case,
13 however, will the Hospital's contribution for benefits (standard plan) under the
14 plans drop below the equivalent of \$8,000 annually for a full-time nurse,
15 although the level of benefits under the plan may be altered to provide varied
16 benefits. Under either case, the Hospital will pay eighty-five-one hundred
17 percent (85-100%) of the cost for coverage for core or basic benefits
18 (standard plan) for full-time nurses for health, dental, vision, and life
19 insurance. Before a substantive change in the plans as currently described is
20 effective, the Hospital will provide the Association two (2) comment
21 opportunities by prior written notice (usually at least ninety (90) calendar
22 days and sixty (60) calendar days prior to implementation) to allow the
23 bargaining unit an opportunity to discuss any proposed revisions in the
24 Benefit Plans. In addition, any proposed changes will be submitted for review
25 and comment by the Health Plan Advisory Committee (HPAC). The Hospital
26 will give meaningful consideration to input received from the bargaining unit,
27 the HPAC, and other commentators, before management makes final
28 decisions regarding the redesign of health care benefits. The final design of
29 the plan is recognized as a management responsibility, not subject to
30 substantive review by the grievance and arbitration process of the labor
31 agreement. Any revised plan will be the same for non-unit Hospital
32 employees as for bargaining unit employees.

Any revised plan will afford to regular part-time core nurses who have not elected to receive the thirteen percent (13%) premium in lieu of benefits the opportunity to purchase coverage.

F. Discounts.

Nurses, their lawful spouse and dependent children shall be given a courtesy discount of twenty percent (20%) on any Hospital bill incurred at Hospital, less the amount paid by insurance and co-pay. Recognizing that employee family relationships are not always evident at the time of purchase, the nurse should discuss the discount with Patient Accounts where necessary to facilitate accurate billing. All nurses and their dependents may purchase pharmaceuticals from the Hospital pharmacy (nurses at any time, and their dependents during normal pharmacy working hours). Pharmaceuticals not covered by the Hospital medical plan will be available at cost plus dispensing fee.

G. Tests.

At the beginning of employment, the Hospital shall provide a tuberculin test and, if necessary, a chest x-ray. Routine blood examinations, mammograms and urinalysis are permitted annually at no cost to the nurse. Routine blood examinations shall be defined as: Lipid A profile (triglycerides, HDL, LDL, Cardiac Risk Ratio), CBC and Glucose Test. Routine PSA tests are permitted annually at no cost to the male nurses.

The ONA endorses the concern of the Hospital and its nurses for the need to respect appropriate protocols in balancing the confidentiality concerns for patients and physicians with the health and safety concerns for Hospital staff in dealing with infectious diseases.

To the extent expressly permitted by statute, regulation and case law, the Hospital shall disclose Hospital-run positive HIV results of patients to all nurses involved in the care of such patients. The Hospital shall also grant at no cost to the nurse HIV tests of the nurse as soon as practicable after the

nurse informs the Hospital that she or he may have been exposed to the AIDS virus in the course of the nurses' duties. At the request of the nurse, a second test will be offered between four (4) and seven (7) months following the potential exposure to the AIDS virus.

The Hospital agrees to pay for the testing and immunization of nurses by the Hospital who request immunization against HBV virus in accordance with CDC guidelines.

H. Gloves.

For those nurses who have demonstrated a sensitivity to latex products, the Hospital shall provide synthetic gloves for their use.

ARTICLE 11 – GRIEVANCE PROCEDURE

A. Duly Authorized Representatives.

Duly authorized representatives of the Association shall be permitted at all reasonable times to enter the facilities operated by the Hospital for purposes of transacting Association business and observing conditions under which nurses 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, and that visitations other than on the day shift shall be after notification in advance to the Administrator or designee during normal office hours. Transaction of any business shall be conducted in an appropriate location subject to general Hospital and clinic rules applicable to nonemployees and shall not interfere with the work of the employees.

B. Lockouts and Strikes.

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

1 **C. Grievance.**

2 Whenever a nurse feels dissatisfied in connection with the interpretation and
3 application of the provisions of this Agreement, that nurse may present a
4 grievance in accordance with the procedures set forth below. A nurse
5 grieving his/her termination may present the grievance directly to Step 2.
6

7 **D. Procedure for Handling Grievances:**

8 **D.1 Step 1.**

9 If a nurse has a grievance, the matter shall be reduced to writing
10 indicating the nurse's statement of the dispute and identifying the
11 provisions of the Agreement that have allegedly been violated. The
12 grievance is waived unless it is presented to the nurse's Department
13 Head in writing within twenty-one (21) calendar days after occurrence
14 of the facts which are the basis of the grievance. Grievances relating
15 to pay will be timely if received by the Chief Nursing Officer within
16 twenty-one (21) calendar days after the payday for the period during
17 which the grievance occurred. The Department Head or designee
18 shall meet with the grievant and, at the grievant's option, one (1)
19 Association representative within seven (7) calendar days of filing of
20 the grievance. Together they shall attempt to resolve the grievance.
21 The Department Head shall give a written decision to the grievant with
22 a copy to the Association within fourteen (14) calendar days of the
23 meeting.
24

25 Grievances properly filed under Step 1 involving the same issue in
26 more than one department may be moved by the Chief Nursing Officer
27 to Step 2 without a Step 1 meeting by written notice from the CNO to
28 the ONA within seven (7) days of filing of the grievance.
29

30 **D.2 Step 2.**

31 If the grievance is not settled at Step 1, it may be appealed by delivery
32 of written notice from the grievant or the Association to the Chief
33 Nursing Officer within fourteen (14) calendar days from receipt of the

1 written decision referred to in Step 1. The Chief Nursing Officer or
2 designee shall meet with the grievant and, at the option of the
3 grievant, a representative of the Association to attempt to resolve the
4 grievance. The Chief Nursing Officer or designee shall give a written
5 decision to the grievant with a copy to the Association within fourteen
6 (14) calendar days after the meeting. If the parties are unable to
7 resolve the grievance within three (3) calendar days upon receipt by
8 the Association of the written decision, the decision may be appealed
9 by the grievant by delivery of written notice to the Hospital
10 Administrator within fourteen (14) calendar days after receipt of the
11 decision of the Chief Nursing Officer.
12

13 **D.3 Step 3.**

14 The Hospital Administrator or designee shall meet with the
15 Association representative within fourteen (14) calendar days of the
16 receipt of the appeal and together they shall attempt to resolve the
17 grievance. If the parties are unable to resolve the grievance, the
18 Administrator or designee shall give a written decision to the
19 Association representative within seven (7) calendar days after the
20 meeting.
21

22 **D.4 Arbitration.**

23 If a grievance processed in accordance with the above procedure is
24 not resolved to the satisfaction of the grievant, the nurse may, if the
25 nurse has the written consent and representation of the Association,
26 present the grievance to an impartial arbitrator if written notice is given
27 to the Administrator within fourteen (14) days after receiving the
28 Administrator's response to Step 3. Within fourteen (14) calendar
29 days, the parties shall try to mutually agree upon selection of an
30 arbitrator. If the parties cannot agree upon the selection of an
31 arbitrator, the parties shall select an arbitrator from a list submitted by
32 the Federal Mediation and Conciliation Service from among those on
33 its panel of arbitrators. The request to FMCS for an arbitration panel

1 shall ask the agency to provide a list of eleven (11) candidates who
2 have a primary business office in either Oregon or Washington. A
3 selection from the panel shall be made within five (5) days of receipt of
4 the list. Selection of an arbitrator from the list may be by mutual
5 agreement between the parties or by alternatively striking one (1)
6 name each from the list until one (1) name is left. The first strike shall
7 be determined by a coin flip. The arbitrator's decision shall be final
8 and binding upon the nurse, the Association and the Hospital. The
9 arbitrator shall have no authority to modify, add to, alter or detract
10 from the provisions of the Agreement.

11
12 The termination of a nurse during the nurse's probationary period is
13 not subject to the grievance procedure, although a nurse who has
14 gained regular status may grieve a subsequent disciplinary probation.

15
16 The arbitrator's fee and incidental expenses shall be borne by the
17 losing party as designated by the arbitrator. Either party may order a
18 court-reported transcript, the cost of which shall be shared equally if
19 both sides use the transcript.

20
21 **E. Time Limits.**

22 The time limits contained in this Article may be extended by mutual
23 agreement of the Employer and the Association confirmed in writing. Absent
24 written mutual agreement, a grievance that is not timely is waived.

25 Grievances may be, by mutual written consent of the parties, referred back
26 for further consideration or discussion to a prior Step or advanced to a higher
27 Step of the grievance procedure.

28
29 **ARTICLE 12 – SENIORITY**

30 **A. Seniority.**

31 Seniority shall mean the length of continuous employment by the Hospital in
32 a capacity covered by this Agreement. A nurse who accepts a Hospital
33 position outside the bargaining unit shall maintain seniority previously

1 accrued in the bargaining unit. If the nurse later returns to a position covered
2 by this Agreement, the nurse will not have accrued additional seniority while
3 employed in a position outside the bargaining unit, but the nurse will resume
4 accrual of seniority once returned to a bargaining unit position. For the
5 purposes of low census and HCD rotation, seniority shall be recorded
6 separately for full-time, part-time and casual nurses. Any regular part-time
7 core nurse who has been scheduled to work at least forty (40) hours per pay
8 period for the prior six (6) months will be considered to have full-time
9 seniority from the nurse's original date of hire for low census purposes for so
10 long as the nurse maintains a work schedule averaging forty (40) hours per
11 pay period for the prior six (6) months. A casual nurse would not be
12 considered to have part-time or full-time seniority without first bidding on and
13 receiving a part-time or full-time position as defined in Article 1. Seniority is
14 lost upon termination of employment, a layoff in excess of six (6) months,
15 failure to report for work as scheduled after leave of absence, or failure to
16 return from layoff upon recall.

17
18 **B. First Opportunity.**

19 Qualified senior nurses will be given first opportunity for advancement,
20 transfer and shift preference (day, evening, night or variable) within the areas
21 of experience and qualifications, provided the nurse has equivalent clinical
22 experience or post-licensure clinical specialty education compared to other
23 available candidates. The concept of permanent shifts is generally
24 recognized by the parties as the norm, and nurses will not regularly be
25 scheduled to work different shifts without mutual agreement of the Hospital
26 and the nurse involved. It is understood that regular additional nursing hours
27 to be consistently available will be posted for bid consistent with this Article
28 before being assigned. If, in order to augment hours, a nurse successfully
29 bids on hours on a different shift, such arrangement shall last until the nurse
30 (1) elects to reduce hours with appropriate notice, or (2) successfully bids on
31 another vacancy or new position. Nurses may consent to be scheduled to
32 work different shifts.

1 **C. Scheduling of Variable Shifts.**

2 For units that use self-scheduling, the Hospital will endeavor to award
3 preference for shifts (day, evening or night) based on nurse preference and
4 equitable distribution of shifts over a four-week (4-) scheduling period,
5 provided however that the nurses have equivalent qualifications, clinical
6 experience and/or post-licensure clinical specialty education. The parties
7 agree that appropriate skill mix and safe patient care shall take priority in all
8 situations. In addition, the balancing of nurse preferences and equitable
9 distribution may not result in a nurse being required to work different shifts
10 (day, evening or night) in the same workweek, absent mutual agreement.

11
12 **D. Shift Changes.**

13 The nurse who desires to change shifts or to move to another nursing service
14 department in the Hospital shall make the nurse's desires known in writing to
15 the individual designated by the Chief Nursing Officer, who shall retain such
16 request for subsequent consideration when such an opening occurs.
17 Similarly, a part-time nurse who wants to qualify as a twenty-four-hour (24-)
18 nurse under Section A above shall inform the individual designated by the
19 Chief Nursing Officer who shall attempt to implement the request as
20 openings occur.

21
22 **E. Vacancies.**

23 All vacancies and new positions shall be posted for twelve (12) calendar
24 days prior to filling and will be included in weekly newsletters. Notice of job
25 posting shall include qualifications for the job, approximate hours of work
26 including current call expectations, days off, designation as a temporary or
27 regular position, shift times to be worked and rate of pay. In situations
28 involving emergency staffing needs, the Hospital retains the right to assign
29 interim scheduling without posting the position. All regular staff positions will
30 be posted for twelve (12) calendar days. The parties agree that nurses

employed in variable shifts shall not be more than thirty-five percent (35%) of the nurses employed in a single unit (twenty-five percent (25%) starting July 1, 2022), excluding the float unit where all nurses are employed in variable shifts.

F. Layoffs.

In the event of a layoff of more than ten (10) days, the following will apply: Casual nurses shall be laid off first. Then, if necessary, bargaining unit nurses will be laid off by order of seniority (without regard to part-time or full-time status). A nurse may be retained out of sequence of seniority if nurses with greater length of employment cannot meet the unit-specific competency standards with one week of orientation.

G. Recall.

Nurses shall be recalled in the reverse order of layoff. It is recognized that in exercising seniority in situations of layoff or recall, a nurse must be willing to work the available shift and hours. The consolidation of part-time and full-time nurses to one list for purposes of layoff and recall is not a limitation on the Hospital's right to determine appropriate staffing strategies under the prevailing conditions, within the provisions of this agreement. For example, if the shift available under the staffing strategy established by the Hospital is a full-time position and the senior nurse on the recall list has been part-time, the senior nurse may elect to accept the available full-time shift and hours offered by the Hospital or pass the opportunity to the next senior nurse. A nurse electing to pass on an available position may bid on the next available opening.

H. Low Census.

In assigning low census, nursing management will assess patient needs and staff skill level and will ensure the staff remaining on duty are competent to provide all manner of care needed for that unit (i.e., pediatric care, chemotherapy care). The designated resource nurse (or "Charge Nurse" in some units) and/or specialty trained nurse, independent pediatric nurse,

chemotherapy nurse or labor nurse may be by-passed for low census to maintain optimal patient care, if necessary, to maintain appropriate standards of patient care. When a low census occurs, nurses working at an overtime or premium rate will be relieved from work first. After that, employees may be requested not to work a scheduled shift as follows:

H.1 Volunteers.

Volunteers on the unit with low census, then,

H.1.1 Agency or traveler nurses, then,

H.1.2 Casual nurses,

H.1.3 If insufficient volunteer, traveler, or casual nurses are available, low census days will be assigned in rotation among non-core part-time, regular part-time core and full-time nurses, progressing through the shift roster for the nursing unit.

The assigned rotation will be based on the number of HCD hours each nurse on the affected shift and unit has lost due to low census in the preceding six (6) months.

H.1.4 Where low census is assigned involuntarily outside of rotation because of assessed current and anticipated immediate patient needs and nurse skill/competency, the disfavored nurse may request access to training opportunities which will reduce the likelihood of similar experience in future assignments of involuntary low census.

H.2 Standby.

If the Hospital determines a nurse is needed to remain on standby for the nursing unit, the standby assignment shall be first offered to the most senior nurse who is receiving a low census day from that unit. If two (2) or more nurses from a unit must be placed on standby during a

1 shift, the affected nurses will be notified at the time of the standby
2 assignment of their order of recall for callback.
3

4 **H.3 Low Census.**

5 If the distribution of low census days among the bargaining unit
6 becomes inequitable, the Hospital will meet with affected RNs and an
7 ONA representative to consider options including permanent staff
8 adjustments; provided, however, it is understood that the Hospital's
9 decision under this Section is not subject to arbitration.
10

11 **H.4 Accommodation.**

12 In order to minimize disruption and accommodate individual
13 preferences, a list will be maintained whereby nurses can request low
14 census days off. The rotation of low census will be recorded by the
15 shift supervisor as the basis for determining which nurse(s) will next
16 receive low census time.
17

18 **H.5 Rotation of HCD.**

19 A list indicating the pending rotation of HCD vulnerability will be
20 posted in the scheduling book for each department or nursing unit.
21 Each RN may participate in maintaining accurate data regarding the
22 nurse's HCD hours in the scheduling book.
23

24 **H.6 Nurse's Responsibility.**

25 It is the nurse's responsibility to discuss a perceived error in HCD call-
26 off with the Director or Supervisor at the time of call-off or as soon as
27 the nurse becomes aware of the perceived error. Nurses who have
28 missed a scheduled shift through some misapplication of the contract
29 will have as their remedy priority as soon as practicable to an
30 additional work opportunity in the same unit and on the same shift
31 normally worked when practicable. In no case will the Hospital be
32 required to pay an employee for a missed work opportunity.

1 **H.7 Float Pool Nurses.**

2 For purposes of HCD rotation only, Float Pool nurses will be assigned
3 a home unit and will participate in HCD rotation in that unit only.
4

5 **I. Status Change.**

6 When nurses progress upward from part-time to full-time status, their
7 seniority shall be calculated by computation of the number of hours they
8 have worked, and their date of employment adjusted (for this purpose only)
9 to reflect their new seniority level. No adjustment in seniority shall be made
10 when a nurse moves downward from full-time to part-time or casual. Casual
11 RNs will not accrue any further seniority while in casual status but will
12 maintain their seniority earned in full-time or part-time status and will restart
13 seniority accrual if they return to full-time or part-time status.
14

15 **J. Seniority List.**

16 A seniority list shall be maintained and shall be mailed to the Association
17 fifteen (15) days after execution of this Agreement and semiannually
18 thereafter from the anniversary date of this Agreement. Semiannual updates
19 shall be provided the bargaining unit officers and Association. Solutions to
20 seniority questions arising during a given month shall be based on relative
21 seniority status as of the end of the prior calendar month.
22

23 **ARTICLE 13 – PROFESSIONAL DEVELOPMENT**

24 **A. Evaluations.**

25 Hospital shall provide counseling and evaluations of the work performance of
26 each nurse covered by this Agreement not less than once per year.
27

28 **B. Continuing Education.**

29 In the event that a nurse attends in-service or continuing education functions
30 where attendance is mandatory outside the nurse's normal shift, the nurse
31 will be compensated for the time present at such functions at the nurse's
32 established straight-time hourly rate. In-service will be made available to all

shifts. Where practicable, in-service will be scheduled for the nurse's regularly assigned shift.

C. Paid Educational Leave.

Paid educational leave not to exceed one thousand six hundred (1,600) hours per year for the bargaining unit shall be budgeted for educational training exclusive of in-service. Subject to administrative approval, nurses may apply for such training courses or workshops which are relevant to their position in the Hospital. Such requests shall be submitted directly to the Unit Director. The nurse shall receive such administrative approval or denial within seven calendar days of submitting the written request. Nurses may apply for paid educational leave for actual work hours lost to attend approved sessions. Nurses will be paid for the time spent in educational training.

A nurse regularly scheduled twelve (12) hours who misses a scheduled shift to attend a conference will receive twelve (12) hours of credit towards full-time or part-time status while receiving pay for the time spent in the training session. A twelve-hour (12-) nurse reimbursed up to eight (8) hours for a day of educational leave may request an opportunity to work an extra four-hour (4-) shift in the pay period, which request shall be approved if the requested time is available within the Hospital's staffing needs. Notice of such educational opportunities shall be posted. The Hospital will continue its practice of reimbursing nurses on prior approval for reasonable travel and subsistence expenses. The spirit and intent of the provision shall be to give the nurses covered by the Agreement an equal opportunity to upgrade their professional skills. Upon request from a nurse in the unit, the Unit Director will make available the record of utilization and the balance of the days available for professional development.

To be eligible for paid educational leave, nurses must attend sixty-six percent (66%) of the department meetings and Unit Director in-services which have been designated as "required" by their Unit Director, provided that these department meeting times are posted with the regular monthly schedule. If a

nurse is on duty during the presentation of a department meeting or required Unit Director in-service and cannot be relieved to attend, the nurse shall receive credit towards the sixty-six percent (66%) requirement for such meetings or in-services, so long as the nurse reads and initials a copy of the minutes of the missed in-service. For nurses scheduled to work on night shift, if the only available staff meeting falls either before or after their scheduled shift, reading and initialing the minutes will count toward attendance at the meeting for the purpose of meeting the sixty-six percent (66%) requirement. In implementing this requirement, the Hospital shall count only in-services scheduled after the ratification date of this Agreement or the nurse's date of hire. This calculation shall be based on the prior calendar year. The Hospital shall post in-service opportunities at least two (2) weeks in advance and shall schedule alternative dates for each in-service in order to increase a nurse's opportunity to attend. In-services falling within the above requirement shall be designated as "required in-services" at the time of posting. In addition, to be eligible for paid educational leave, a nurse must have completed in the prior calendar year all annually required nursing certifications, mandatory annual training, and mandatory training specified in his/her job description(s).

A nurse whose request for paid educational leave has been initially denied may request review of the initial decision within five (5) calendar days of its receipt by written request to the Best Practices Committee (or its subsequent equivalent). If the Best Practices Committee is not meeting on a regular basis, any written request for review can be taken to the Chief Nursing Officer. The review committee will issue its decision within five (5) calendar days of receipt of the nurse's request for review. If the nurse is dissatisfied with the review committee's decision, the nurse may request that the committee's decision be reviewed by the Hospital Administrator by written request within five (5) calendar days of the committee's decision. The Administrator (or designee during any extended absence from the Hospital) will respond to the nurse's request for review within seven (7) calendar days. The Administrator's decision shall be final and binding and not substantively reviewable through the grievance and arbitration procedure.

1 **D. Administrative Approval.**

2 Paid educational leave shall be subject to administrative approval. Upon
3 return from approved educational leave, the nurse shall, upon request, make
4 a written or oral presentation to the nursing staff.

6 **E. Professional Development.**

7 In pursuit of the shared commitment to professional development of RNs, the
8 parties agree to the following goals:

10 **E.1 Certification.**

11 The Hospital will provide on-site access at least once each calendar
12 year to training leading to certification in ACLS and PALS for RNs who
13 register a request for such training. Such requests may be submitted
14 by RNs to their nursing unit manager.

16 **E.2 Nursing Skill Labs.**

17 The Hospital will expand its program to provide nursing skill labs
18 which are specific to the professional demands in each unit, with a
19 goal of providing not fewer than two such skill labs in each nursing unit
20 each calendar year.

22 **E.3 Task Force.**

23 The Hospital will form a task force which will include each nursing unit
24 manager and one bargaining unit RN regularly working in the unit. The
25 task force will recommend additional topics for on-site training which
26 may include topics such as:

27 **E.3.1 Emergencies.**

28 Emergency deliveries, psychiatric emergencies, pediatric
29 trauma, advanced trauma, cardiac and respiratory
30 emergencies, substance abuse, diabetes and pharmacy.

ARTICLE 14 – PROFESSIONAL NURSING CARE COMMITTEE (PNCC)

A. General Duty Unit.

The General Duty Unit of the Hospital shall elect from its membership not to exceed one member from each nursing unit who shall constitute the Professional Nursing Care Committee.

B. Meeting Occurrence.

This committee shall meet not more than once a month, but at least quarterly, at such times so as not to conflict with routine duty requirements. Each committee member shall be entitled to one (1) paid hour per month at the nurse's regular straight-time rate for the purpose of attending committee meetings.

C. Agenda.

The committee shall prepare an agenda and keep minutes for all of its meetings, copies of which shall be available to the Chief Nursing Officer.

D. Proper Subjects.

The committee shall consider matters which are not proper subjects to be processed through the grievance procedure, including the improvements of patient care, nursing practice, staffing and professional development.

E. Chief Nursing Officer.

The committee may from time to time invite the Chief Nursing Officer to its meeting at mutually agreeable times for the purpose of exchanging information or to provide the Chief Nursing Officer with recommendations on pertinent subjects.

F. Recommended Measures.

The Hospital recognizes the responsibility of the committee to recommend measures objectively to improve patient care and will duly consider such recommendations and will so advise the committee of action taken. The

Hospital will respond in writing to written recommendations from the committee in a timely fashion.

G. PNCC.

The PNCC shall appoint two (2) registered nurses from the bargaining unit (who may be members of the PNCC) to be regular members of the Hospital Safety Committee, or any other employee or joint management/employee committee concerned with employee or patient safety issues arising in the Hospital.

ARTICLE 15 – STANDBY/ON CALL

A. Standby.

A nurse on standby status will be paid \$4.75 per hour (\$5.25 for holidays) for time spent on standby.

The standby rate for OR and PACU nurses assigned to standby/on-call will be \$5.75 per hour (including holidays). Effective July 1, 2022, the standby rate for OR and PACU nurses assigned to standby/on call will be \$7.00 per hour (including holidays).

Home Health nurses who take on-call duties on the weekend, while also working a regular shift, will receive charge nurse pay for the hours during which they are doing both.

B. Standby Call-Back.

Time actually worked on standby call-back on any call day shall be paid at one and one-half (1½) times the nurse's regular hourly pay with a minimum of two (2) hours.

C. Minimum Call-Back.

The minimum call-back will be two (2) hours which will be paid and worked. A nurse whose primary assignment has been completed before the end of two (2) hours may request to be relieved. If the nurse's request for early release

1 is granted, the nurse shall be paid for the call time actually worked. The
2 Hospital agrees to apply this minimum two (2) hours call-back provision, to
3 be paid at straight time, to mandatory education, training, and staff meetings.
4

5 **D. Eligibility.**

6 The stand-by time and eligibility for stand-by and call-back pay shall begin at
7 the commencement of the shift for which the nurse is on stand-by. It is
8 understood that stand-by pay terminates when a nurse reports for work.
9 When a nurse is placed on stand-by for a previously scheduled shift, any
10 call-back pay will be owed only for hours worked during the period for which
11 the nurse was assigned stand-by status.
12

13 **ARTICLE 16 – FLOATING AND NEW NURSE ORIENTATION**

14 **A. Mutual Goals.**

15 It is the mutual goal of the parties to achieve and maintain high quality patient
16 care and to utilize the capabilities, common knowledge and talents of the
17 nurses to their fullest potential and to minimize disruption in the continuity of
18 patient care. Therefore, no nurse shall be required to float or to be assigned
19 to any unit without proper orientation to that unit. Moreover, each nurse who
20 floats or is transferred to another unit following a job bid shall be given at
21 least the equivalent of a normal workweek (thirty-six (36) hours for twelve-
22 hour (12-) shifts; forty (40) hours for eight- (8-) or ten-hour (10-) shifts) of
23 comprehensive orientation, and more as required by the individual skills and
24 assignments of the nurse, without a patient load prior to being assigned to
25 work as the only nurse on a unit. New hire nurses shall be given at least the
26 equivalent of two (2) normal workweeks (seventy-two (72) hours for twelve-
27 hour (12-) shifts; eighty (80) hours for eight- (8-) or ten-hour (10-) of
28 comprehensive orientation, and more as required by the individual skills and
29 assignments of the nurse, without a patient load prior to being assigned to
30 work as the only nurse on a unit.

B. New Hires.

New hires who are also newly graduated RNs will not be considered an element of the staffing complement at any level of a unit before they have completed their orientation to that unit. If required to float to another unit on which the nurse has not worked during the previous twelve (12) months, the nurse will work in an assisting rather than an independent role. A nurse expecting the possibility of floating to another unit on which the nurse has not worked during the prior twelve (12) calendar months may request a refresher reorientation to the unit which may be streamlined as appropriate to the experience and skill level of the nurse. This minimum orientation period (equivalent to a normal workweek as defined above) may be waived by the nurse when the nurse feels qualified to assume the responsibility with less orientation. It is understood, however, that refusal to float after proper orientation may result in appropriate discipline.

C. Orientation to Float.

The parties agree that notwithstanding the foregoing, nurses shall be expected to maintain proper orientation to float within their scope of practice and competency within the following float pod:

C.1 Units.

Critical Care (Telemetry and ICU), Acute Care, First Impressions (mother/baby care), Same Day Surgery, and mPower.

To ensure that nurses are not floated until they are fully prepared to do so, the Hospital may implement a period following completion of orientation, not to exceed sixty (60) days, during which a nurse may not be floated to another nursing unit.

D. Unit Directors.

The Director of each nursing unit (ED, Critical Care, Acute Care, First Impressions, Endoscopy, Recovery, Same Day Care) that uses float nurses will develop a practical topical list of nursing duties generally expected of nurses working in that unit.

1 **E. Floating Assignments.**

2 At the beginning of the shift, upon shift assignment, floating will be assigned
3 to qualified Clinical Float nurses first, and then to qualified volunteers and
4 then as determined in unit specific rotation. Nurses will not be floated by the
5 Hospital to cover a nurse in another unit who voluntarily requested to be
6 placed on call unless the volunteering nurse has obtained the agreement of
7 the nurse to be floated. The designated resource nurse and/or specialty
8 trained nurse (independent pediatric, chemotherapy, or labor nurse, etc.)
9 may be by-passed for floating turn to maintain optimal patient care in a
10 department.

12 **F. Nurse Transfers.**

13 Should a nurse transfer to take a permanent position in a new unit, they shall
14 receive appropriate precepting as determined by management. The PNCC
15 shall be allowed to provide recommendations for precepting.

17 **ARTICLE 17 – SEPARABILITY**

18 **A. Expressed Intentions.**

19 In the event that any provision of this Agreement shall at any time be
20 declared invalid by any court of competent jurisdiction or through government
21 relations or decree, such decisions shall not invalidate the entire Agreement,
22 it being the express intention of the parties hereto that all other provisions not
23 declared invalid shall remain in full force and effect. In the event of such
24 invalidation, the parties shall meet to negotiate in good faith appropriate
25 modifications. Absent agreement, the matter is deferred to the next contract
26 negotiations and is not subject to the arbitration provisions of this agreement.

28 **B. All Provisions.**

29 All provisions contained in this Agreement are subject to government review
30 and approval under applicable economic controls, laws and regulations.

ARTICLE 18 – SUCCESSORS

A. Binding Agreement.

In the event that the Hospital 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 in this Agreement. The Hospital 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 aforementioned, and if such notice is so given the Hospital shall have no further obligations hereunder from the date of takeover.

ARTICLE 19 – DURATION AND TERMINATION

A. Effective Date.

This Agreement shall become effective with the first pay period following November 1, 2021, and shall remain in effect until June 30, 2024, and annually thereafter unless either party hereto serves notice on the other of their intent to amend or terminate the Agreement as provided in this Article.

The parties agree on request from either party to be reasonably available after December 31, 2023, to begin bargaining the next contract, with a mutual goal of reaching a successor agreement on or before expiration of this contract on June 30, 2024.

B. Modification of Provisions.

If either party hereto desires to modify or amend any of the provisions of this Agreement, it shall give written notice to the other party not less than ninety (90) days in advance of June 30, 2024, or any June 30 thereafter that this Agreement is in effect.

1 **C. Termination of Agreement.**

2 If either party hereto desires to terminate this Agreement, it shall give written
3 notice to the other party not less than 90 days in advance of June 30, 2024,
4 or any June 30 thereafter that this Agreement is in effect.
5

6 **ARTICLE 20 – APPENDIX**

7 Appendix A is intended to be part of this Agreement and by this reference is made a
8 part hereof.
9

10 **ARTICLE 21 – MANAGEMENT RIGHTS**

11 **A. The Hospital.**

12 This contract acknowledges that the Hospital through its governing body has
13 the trusted obligation to provide certain medical and treatment services, and
14 related health care within its community. Additionally, the Hospital strives to
15 provide a high level of service at reasonable cost while discouraging the
16 duplication of facilities and other extraneous services which could lead to
17 unnecessary and additional expenses to patients.
18

19 **B. Management Functions.**

20 In order to carry out this trusted obligation, the Hospital reserves the
21 exclusive right to exercise the customary functions of management, including
22 but not limited to the right to administer and control the premises, utilities,
23 equipment and supplies; the right to select, hire, promote and demote,
24 suspend, dismiss; assign and reassign, supervise and discipline employees,
25 to determine hours of employment, to transfer employees within and between
26 departments; to formulate and modify job classifications and job evaluations;
27 to determine and change the size, composition and qualifications of the work
28 force, to establish, change, modify and abolish its policies, practices, rules
29 and regulations; to determine, modify and change methods and means by
30 which the Hospital operation is to be carried on, and to determine the
31 appropriate duties of employees in meeting those needs and requirements,

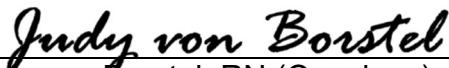
1 and to do those things necessary to carry out all ordinary functions of
2 management except as these matters are specifically referred to in this
3 Agreement.

- 1 IN WITNESS WHEREOF the Hospital and Association have entered into this
2 Agreement as of the 1st day of November 2021.

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OREGON NURSES ASSOCIATION

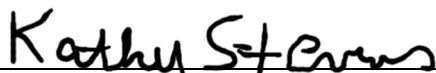
MID-COLUMBIA MEDICAL CENTER



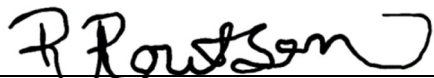
Judy von Borstel, RN (Oncology)



Debbie Conklin, RN (Oncology)



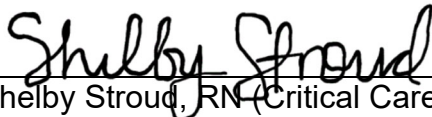
Kathy Stevens, RN (First Impressions)



Becky Routson, RN (Endoscopy)



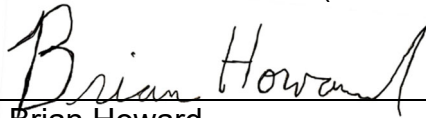
LaRena Braseth, RN (Emergency)



Shelby Stroud, RN (Critical Care)



Cori Christensen, RN (Critical Care)



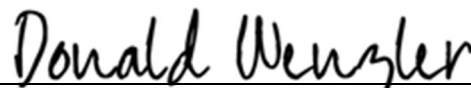
Brian Howard,

ONA Labor Representative



Dennis Knox or designee

President/CEO



Donald Wenzler, DNP(c), MBA, RN

Chief Clinical Officer



Cheri McCall,

Chief Human Resources



Amanda Gross, RN

Director Inpatient Care

APPENDIX A

A. Rate of Pay.

The following are the rates of pay for all nurses employed under the terms of this Agreement:

A.1 Hourly Rates.

The resulting wage rates set forth in the agreement shall appear as follows:

- Effective on ratification four-point zero percent (4.0%),
- July 1, 2022 three-point zero percent (3.0%),
- July 1, 2023 three-point zero percent (3.0%).

Steps	Previous	Ratification 4%	July 1, 2022 3%	July 1, 2023 3%
Start	\$36.72	\$38.19	\$39.34	\$40.52
after 1 yr.	\$37.80	\$39.31	\$40.49	\$41.70
2 yr.	\$38.93	\$40.49	\$41.70	\$42.96
3 yr.	\$40.13	\$41.74	\$42.99	\$44.28
4 yr.	\$41.34	\$42.99	\$44.28	\$45.61
6 yr.	\$42.61	\$44.31	\$45.64	\$47.01
8 yr.	\$43.89	\$45.65	\$47.02	\$48.43
10 yr.	\$45.21	\$47.02	\$48.43	\$49.88
12 yr.	\$46.60	\$48.46	\$49.91	\$51.41
14 yr.	\$47.94	\$49.86	\$51.36	\$52.90
16 yr.	\$49.38	\$51.36	\$52.90	\$54.49
18 yr.	\$50.86	\$52.89	\$54.48	\$56.11
20 yr.	\$52.38	\$54.48	\$56.11	\$57.79
22 yr.	\$53.95	\$56.11	\$57.79	\$59.52
26 yr.	\$55.58	\$57.80	\$59.53	\$61.32
30 yr.	\$57.25	\$59.54	\$61.33	\$63.17

A.2 Shift Differentials.

The evening shift differential is \$2.25 per hour. The night shift differential is \$6.25 per hour. The evening shift differential shall be paid to shift employees for all hours worked between 3:00 p.m. and 11:00 p.m. The night differential shall be paid to shift employees for all hours worked between 11:00 p.m. and 7:00 a.m. Shift differential will not be paid to nurses held over after 3:00 p.m. from a day shift or starting before 7:00 a.m. on a day shift, unless the nurse works more than two and one-quarter hours beyond the nurse's regularly assigned shift, in which case the shift differential will apply for the hours worked outside the normal day shift. Night shift differential will not be paid to nurses held over after 11:00 p.m. from an evening shift, unless the nurse works more than two and one-quarter (2¼) hours beyond the nurse's regularly assigned shift, in which case the night shift differential will apply for the hours worked outside the normal day shift.

In recognition that Home Health nurses operate in a different work environment than Hospital nurses, Home Health nurses will be paid shift differential only for call back during assignments falling between the hours established for the evening and night shifts in the Hospital (3:00 p.m. to 7:00 a.m.). However, Home Health nurses are not eligible for shift differential for any hours worked beyond their normally scheduled day shift even when such additional hours fall into the periods of evening and night shifts defined above.

A.3 Weekend Differential.

Nurses working a regularly scheduled weekend shift (including nurses substituting on a regularly scheduled shift) will be paid a premium of \$1.00 for each hour worked, in addition to any other applicable differential or premium. (It is understood that shift and weekend premiums are not part of a nurse's regular straight-time hourly rate of pay.) The weekend shifts for purposes of this premium shall be a forty-

eight-hour (48-) period beginning on Friday at 7:00 p.m. and ending on Sunday at 7:00 p.m.

A.4 Preceptor Differentials.

A nurse assigned to function as a preceptor for a student nurse will receive a Tier 1 preceptor differential of .50 cents per hour.

A nurse assigned to function as a preceptor for a new nurse (other than a student nurse) will receive a Tier 2 preceptor differential of \$2.00 per hour. In order to be eligible for the Tier 2 preceptor differential, the precepting nurse will be responsible for planning, implementing, documenting and evaluating with the appropriate nursing director the new nurse's performance during the preceptorship. Tier 2 preceptors will complete the preceptor competency provided by the Nursing Education Coordinator prior to receiving the Tier 2 differential. To maintain the preceptor differential, the nurse must attend bi-annual (every two (2) years) refresher education and must not be under active discipline or a work plan.

A.5 Advanced Education.

A.5.1 Certification Differential.

Nurses who have obtained one or more national certifications recognized by the Hospital as listed below who remain eligible as described below will be paid a differential of \$2.00 per hour in recognition of their additional training. At the time of ratification, the Hospital recognizes the following certifications for purposes of the certification differential:

A.5.2 First Impressions.

IBCLC: International Board-Certified Lactation Consultant

RNC-OB: Registered Nurse Certified in Inpatient Obstetrics

A.5.3 Surgical Services.

CNOR: Certified Operating Room Nurse

CPAN: Certified Postanesthesia Nurse

CAPN: Certified Ambulatory Perianesthesia Nurse

A.5.4 Celilo.

OCN: Oncology Certified Nurse

A.5.5 CCU.

CCRN: Certification in Critical Care Nursing

PCCN: Progressive Care Certified Nurse

A.5.6 ED.

CEN: Certified Emergency Nurse

CPEN: Certified Pediatric Emergency Nurse

A.5.7 Endoscopy.

CGRN: Certified Gastroenterology Registered Nurse

A.5.8 Acute Care.

CMSRN: Certified Medical-Surgical Registered Nurse

CPN: Certified Pediatric Nurse

ONC: Orthopaedic Nurse Certified

A.5.9 Wound Care and Visiting Health.

COCN: Certified Ostomy Care Nurse

CWCN: Certified Wound Care Nurse

CWOCN: Certified Wound, Ostomy, Continence Nurse

WCC: Wound Care Certified

WOCN: Wound, Ostomy and Continence Nurse

A.5.10mPower.

CRRN: Certified Rehabilitation Registered Nurse

RNs who complete a nationally recognized certification identified in the list above may submit for approval a request to be reimbursed by the Hospital for course and testing costs incurred to achieve the certification up to an annual maximum of \$300.00 per RN. In addition, RNs who have achieved a nationally recognized certification will be reimbursed by the Hospital for course and testing costs up to a maximum of \$300.00 in any year in which the nurse renews the nationally recognized certification. Such requests will be approved by the Hospital if the course and test would qualify the RN for the national certification differential as described below.

(A non-probationary nurse may be eligible for pre-payment of up to the annual maximum of \$300 in order to fund certification testing costs in advance of testing. If the nurse fails to achieve certification, the payment will be repaid to the Hospital, which may be accomplished through payroll deduction in accordance with Oregon law.) A bargaining unit nurse will maintain eligibility for the certification differential if the nurse places on file with the Hospital a copy of the currently recognized and unexpired certification described above. In order to be recognized for the certification differential, the certification must apply to an area of the Hospital where the nurse works a significant number of hours. A nurse will be understood to have worked a significant number of hours in an area if at least one-half ($\frac{1}{2}$) of the nurse's scheduled hours for the prior four scheduling periods are for assignments in that area. A nurse who fails to work a qualifying number of hours but nonetheless considers the nurse's time available to the certified area to be substantial may petition for an award of eligibility, to be determined in the Hospital's discretion. If a nurse transfers to a department in which the nurse's certification is not recognized, the nurse will maintain the certification differential for up to two (2) years, to provide the nurse with time to obtain a certification recognized in the new department.

As nursing practices and available training evolve, on the recommendation of the PNCC or otherwise, the Hospital may in its discretion specify additional areas and certifications for which the certification differential may be available.

A.5.11 BSN/MSN Differential.

Effective October 1, 2015, any nurse who has or obtains an advanced degree in nursing (BSN or MSN) shall be paid a differential of \$1.00 per hour. This will be increased to \$2.00 per hour effective January 1, 2022. It shall be the nurse's responsibility to provide appropriate documentation to the Hospital, and the differential shall begin within thirty (30) days after the Hospital receives such documentation from the nurse.

A.6 Charge Premium.

The charge premium of \$2.00 per hour will be paid to a nurse who is designated in writing by the unit manager to have responsibilities for coordinating unit staff and activities related to patient care and patient care assignments. The selection and the assignment of the charge nurse differential shall be at the sole discretion of the unit nursing manager. It is understood that any relief charge nurse identified in writing by the unit manager shall be entitled to the charge differential when carrying out such assignments in the absence of the charge nurse.

A.7 Clinical Support Differential.

A position of Clinical Support Nurse has been implemented. Nurses filling this position will be assigned to the House Supervisor for deployment as deemed appropriate by the House Supervisor during the shift. The Clinical Support Nurse will be assigned to provide patient care based on patient acuity, available nursing staff and available nursing staff competencies. Nurses scheduled as Clinical Support Nurses for a shift will be paid a differential of \$2.00 per hour

1 following a successful bid to an open position and certification of their
2 competency to serve in the position. Such certification shall follow
3 their satisfactory orientation to each care-giving department of the
4 Hospital. Clinical Support Nurses will not be subject to low census
5 because of their direct responsibility to the House Supervisor. Clinical
6 Support Nurse positions will be filled pursuant to the bid process
7 anticipated by Section B of Article 12 (Seniority).
8

9 **A.8 Medical Interpreter Differential.**

10 A nurse who has received “Qualified” Medical Interpreter or “Certified”
11 Medical Interpreter status, as defined by Oregon Health Authority
12 regulations and Hospital policy, shall receive a differential of \$3.00 per
13 hour only during the time in which they are performing Medical
14 Interpreter duties for the Hospital, as defined by Oregon Health
15 Authority regulations and Hospital policy.
16

17 **A.9 Extra Shifts Pay.**

18 As described in Article 6 (Scheduling), the scheduling cycle covers
19 four weeks. Work schedules are prepared based on an attempt to
20 match an RN's FTE status (described in Article 1 B) with anticipated
21 staffing needs. Part-time and full-time nurses are generally penciled
22 into the schedule according to their commitment of general availability
23 reflected by their status. In addition, Casual nurses are expected to
24 work at least two shifts per month and must be scheduled for these
25 shifts before being eligible for Extra Shifts Pay.
26

27 To address possible shortfalls in available nurse hours, the Hospital
28 commits to the following Extra Shift Pay Program. The program may
29 be cancelled on at least thirty (30) calendar days prior written notice if
30 the Hospital determines the program is not addressing adequately its
31 staffing needs. On written request received at least ten (10) calendar
32 days prior to the end of the notice period from the ONA, management
33 will meet within seven (7) calendar days to discuss its reasons for

1 delivering such notice of termination and give serious consideration to
2 any adjustments proposed.

3
4 The Extra Shift Pay Program is designed to encourage nurses to
5 reach beyond their regular staffing commitment to work beyond, or in
6 excess of, their normal hours during periods when there is a shortage
7 of previously committed nurse hours. Any extra shift assignment
8 accepted, including partial shifts, may be treated as an extra shift for
9 qualifying purposes under this section.

10
11 On the sign-up schedule the nurse may sign up for extra shifts, and
12 the manager will concur which shifts are extra beyond the nurse's
13 regularly scheduled hours. The nurse will commit for extra shifts on
14 the working schedule with the manager's agreement, and this
15 commitment will be annotated on the working schedule.

16
17 To be eligible for extra shift pay in any pay period, a nurse must work
18 the nurse's regularly scheduled shifts; provided PTO which has been
19 scheduled and approved under Section E of Article 3 in advance of
20 the posting period will not disqualify a nurse from extra shift pay. If a
21 nurse is placed on involuntary low census in the pay period during
22 which they had signed up for an extra shift, they will receive the extra
23 shift pay even though they haven't met their regularly scheduled hours
24 for extra shift hours actually worked.

25
26 The Extra Shift Pay Program is for a designated shift posted as an
27 Extra Shift on the schedule and for those shifts that open
28 unexpectedly and are filled on very short notice. It does not apply to
29 shift trades arranged between nurses.

30 **A.9.1 Extra Shift Premium.**

31 Any nurse who commits to extra shifts beyond the nurse's
32 normal FTE commitment will receive a premium of \$15.00 per
33 hour for extra shifts committed and approved beyond the

nurse's FTE, provided the nurse works all scheduled shifts during the same workweek, or is placed on HCD by management due to low census.

If a regular nurse's FTE status is reduced or a regular nurse changes to casual status, the extra shift differential will be payable to the nurse only for extra shifts worked after the completion of thirteen (13) full pay periods following the nurse's FTE reduction or change in status.

It is recognized that the Hospital will schedule such extra shifts based on management's assessment of patient acuity, available nursing skills, cost of services and seniority in the same manner that low census and HCD are rotated under Section A of Article 12 (full-time/part-time averaging twenty-four (24) hours per week, then part-time, then casual). The Hospital will attempt in good faith to balance these competing interests. While its final scheduling decisions are subject to the grievance procedure of the contract, the remedy for a mis-assignment will be prospective access to future extra shifts rather than retroactive pay.

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

1 **B. Part-Time.**

2 All part-time non-core nurses shall receive thirteen percent (13%) above
3 such hourly rates for each hour worked (not thirteen percent (13%) on
4 overtime rates but thirteen percent (13%) for each overtime hour at straight-
5 time rates) in lieu of all fringe or side benefits provided full-time nurses under
6 this Contract. "Fringe or side benefits" shall include any benefit paid or
7 recognized except hourly rates, daily or weekly overtime, and calendar year
8 tenure increases.

9
10 A regular part-time core nurse may elect to receive the thirteen percent
11 (13%) premium in lieu of benefits, or to accrue benefits at the rates set forth
12 in Article 3, Section D (PTO) and Article 4, Section E (EIH), and to be eligible
13 for part-time medical, dental and vision benefits by written notice to the
14 Human Resources Department at the time of hire or annually thereafter
15 during the thirty (30) calendar days prior to the nurse's anniversary date of
16 hire.

17
18 (See Letter of Agreement for Historical Five Percent Differential for Part-Time
19 Non-Core Nurses.)

20
21 **C. Temporary Assignment.**

22 A nurse temporarily assigned to a higher position shall be compensated for
23 such work at no less than the minimum rate of pay applicable to the higher
24 position or one step above the nurse's regular rate of pay, whichever is
25 greater.

26
27 **D. Merit Raises.**

28 The Association recognizes this Contract to be the minimum standards of
29 employment. This Contract should not be construed to limit management's
30 rights to reward nurse's performance over and above the prescribed
31 conditions called for in this Agreement. Any changes in existing benefits shall
32 be negotiated with the Association.

1 **E. Exclusion.**

2 Excluding nurses who have been inactive for more than thirty-six (36) months
3 prior to employment, all newly employed nurses may be placed on the salary
4 schedule with recognition for substantially equivalent past acute care
5 experience, as if such experience had been accrued at the Hospital.

6
7 **F. Part-Time Nurses.**

8 If a part-time nurse works one thousand six hundred (1,600) hours with no
9 more than sixty (60) consecutive days off within the nurse's calendar year,
10 then that nurse is eligible for tenure increments.

11
12 A part-time nurse will move through the steps on the salary scale on the
13 nurse's appropriate anniversary date of employment if the nurse has worked
14 at least one thousand six hundred (1,600) hours per anniversary year since
15 the prior step advancement. A nurse who has worked less than one
16 thousand six hundred (1,600) hours per anniversary year since prior step
17 advancement as of the nurse's anniversary eligibility date will move to the
18 next step at the first of the payroll period following the pay period in which the
19 nurse's total hours worked in that step are the equivalent of at least one
20 thousand six hundred (1,600) hours. Computation of one thousand six
21 hundred (1,600) hours in the following years shall commence upon
22 completion of the prior one thousand six hundred-hour (1,600-) requirement.

23
24 **G. Continuing Education.**

25 Nurses must accumulate at least twenty (20) hours of continuing
26 education/department in-services annually, and must complete all mandatory
27 education requirements in order to be eligible for movement to the next step
28 set forth in Appendix A. It is understood that this requirement is stated as
29 hours spent in credited activities rather than units of credit allowed for
30 educational activities.

1 **H. Pyramiding.**

2 The overtime and premium provisions of this contract will not be pyramided
3 for any purpose in determining appropriate pay for time worked. Other than
4 hours worked on a contract holiday, hours in a pay period for which a nurse
5 has already received a rate of time and one-half or greater under the terms of
6 this agreement (for example, call-back, daily overtime, or workweek overtime
7 pay), will not be counted again for purposes of determining daily or workweek
8 overtime pay.

LETTER OF AGREEMENT – REDUCTION OF HOURS

The parties agree to conduct a reduction of hours or layoff in the following manner:

A. Reduction.

After the decision is made on which hours or positions will be reduced the nurses filling those targeted positions will have four options: applying for open positions, displacing fewer senior nurses for like hours lost in positions for which the nurse is qualified to work after the usual orientation, reducing to casual status, or layoff. Displaced nurses have two days to exercise their options. If two or more nurses are affected, the most senior nurse will have first choice of available options and so on. Subsequently displaced nurses will follow the same procedure. A nurse being laid off will have the option of reducing to casual status or applying for an open position. This procedure will occur as needed to complete the hours reduction within two categories of nurses beginning with casual nurses, then regular bargaining unit nurses, without regard to part-time or full-time status as defined by Article 1, Section B.

B. Laid Off.

Nurses who are laid off will be given fourteen (14) calendar days' notice of layoff or, will receive pay in lieu of notice for all scheduled days in that fourteen-day (14-) period.

C. Casual Status.

Nurses who are laid off or reduced to casual status shall be on a recall list for twelve (12) months from the date of layoff.

D. Recall.

Nurses on the recall list may apply for any open position that may become available. Nurses shall be recalled in reverse order of layoff provided that the nurse meets the qualifications of the available position. If a nurse's original reduced position is reinstated, the displaced nurse has first preference in reclaiming the position within twelve (12) months from the date of layoff.

1 **E. Applicants or Contracted Nurses.**

2 Outside applicants or contracted nurses shall not be employed for a posted
3 permanent or temporary vacancy in a nursing department if there is a
4 qualified nurse on the recall list to fill the vacancy after the usual orientation
5 period.

6
7 **F. Position Disqualification.**

8 If a laid off nurse is passed over in recall because of position disqualification,
9 the nurse retains recall rights for future positions.

10
11 **G. Forfeiture.**

12 A nurse shall forfeit all recall rights by failing to notify the Hospital of intent to
13 return to work within five (5) calendar days after the date recall notice is sent
14 by certified mail to the nurse's last address on record with the Hospital. A
15 nurse who provides timely notice to the Hospital of intent to return to work
16 shall have fourteen (14) calendar days from the date of recall to be available
17 to return for duty.

18
19 **H. Insurance Premiums.**

20 The Hospital will pay its share of the insurance premiums to continue existing
21 coverage for a laid off nurse until the end of the calendar month following the
22 calendar month in which the layoff occurred. Laid off nurses may continue
23 the Hospital's insurance under applicable COBRA regulations while on layoff.

24
25 **I. Original Date of Hire.**

26 Laid off nurses will have their original date of hire reinstated if recalled within
27 twelve (12) months of layoff.

28
29 **J. EIH Bank.**

30 The remaining balance in the nurse's EIH bank will be reinstated upon recall
31 if within the twelve (12) months.

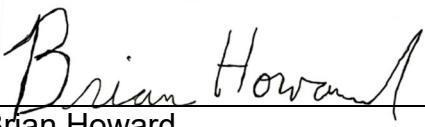
1 **K. Open Positions Not Covered.**
2 Nurses taking an open position not covered by this agreement will have
3 seniority frozen. Seniority does not continue to accrue while in such a
4 position.
5

6 IN WITNESS WHEREOF the Hospital and Association have entered into this
7 Agreement as of the 1st day of November 2021.

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OREGON NURSES ASSOCIATION

MID-COLUMBIA MEDICAL CENTER



Brian Howard,
ONA Labor Representative



Dennis Knox, FACHE or designee
President & CEO

1 **LETTER OF AGREEMENT – CHILDCARE PROGRAM**

2

3 **A. Childcare.**

4 The Hospital currently plans to continue the hours of the childcare services currently
5 available, so childcare will be available during the childcare center’s operational
6 hours (currently 6:30 a.m. to 7:45 p.m.); provided the center may close earlier when
7 no children remain on the premises. It is understood that continuation of the
8 childcare facility shall depend in part on the level of usage. If the Hospital
9 subsequently considers terminating the program, it will provide the ONA at least
10 seven (7) calendar days prior written notice and shall consider any comments or
11 information provided by the ONA within fourteen (14) calendar days before finalizing
12 such a decision.

13

14 IN WITNESS WHEREOF the Hospital and Association have entered into this
15 Agreement as of the 1st day of November 2021.

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OREGON NURSES ASSOCIATION

MID-COLUMBIA MEDICAL CENTER



Brian Howard,
ONA Labor Representative



Dennis Knox, FACHE or designee
President & CEO

1 **LETTER OF AGREEMENT REGARDING ARTICLE 10**

2 **Health and Welfare**

3

4 **A. Health Plan Advisory Committee (HPAC).**

5 The Hospital has formed a Health Plan Advisory Committee (HPAC). The
6 HPAC includes eight (8) regular members, all of whom are employees of the
7 Hospital and participants in the health insurance plan. Three (3) members of
8 the HPAC will be selected bi-annually in some appropriate manner of its own
9 choosing by the ONA for staggered terms of two (2) years each. The initial
10 terms of the ONA-selected members will be staggered to ensure that there is
11 at least one experienced committee member among the ONA delegates at all
12 times.

13

14 **B. Advisory Role.**

15 The HPAC will continue to play an active advisory role in the direction and
16 improvement of the health insurance plan, including without limitation the
17 following:

18 **B.1 Evaluating**

19 Evaluating and comparing alternative plans;
20

21 **B.2 Accurate Information.**

22 Evaluating and dispensing accurate information to plan participants
23 regarding administration of the plan;
24

25 **B.3 Possible Revisions.**

26 Evaluating and recommending possible revisions in plan benefits,
27 including without limitation possibilities for expanding the pool of
28 primary care physicians;
29

30 **B.4 Improvements.**

31 Evaluating and improving on an ongoing basis levels of “customer
32 service” for plan participants and beneficiaries, including without

1 limitation the timely processing of claims and handling of medical
2 referrals.
3

4 **C. HPAC Meetings.**

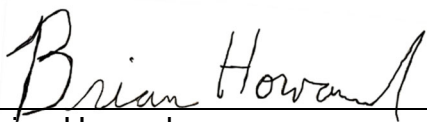
5 The HPAC will meet at least monthly and more often as necessary to carry out
6 committee responsibilities. Plan participants may submit written expressions of
7 concern to the HPAC which will be considered within two subsequent regular
8 meetings of HPAC. The HPAC will respond in writing to such written submissions
9 within thirty (30) days, following its consideration of the matter. Any written dissent
10 submitted within thirty days will be attached to the written response. Time spent by
11 regular members of the committee in pre-approved HPAC meetings and activities
12 as regularly scheduled will be considered time worked for purposes of the Hospital
13 compensation policies. HPAC meetings may be attended by a reasonable number
14 of observers with the understanding that such observers are not on paid time by the
15 Hospital and are present for the purpose of observing rather than participating in the
16 process.
17

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19 Agreement as of the 1st day of November 2021.

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ONA Labor Representative



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1 **LETTER OF AGREEMENT – DENTAL PLAN**
2

3 **A. Effective Date.**

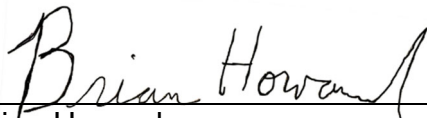
4 The Hospital agrees that effective January 1, 2016, it will increase the
5 maximum allowance for dental plan services under the Standard Plan to
6 \$1,200.00 per individual per plan year.
7

8 IN WITNESS WHEREOF the Hospital and Association have entered into this
9 Agreement as of the 1st day of November 2021.

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ONA Labor Representative



Dennis Knox, FACHE or designee

President & CEO

1 **LETTER OF AGREEMENT – HISTORICAL FIVE PERCENT DIFFERENTIAL**
2 **Historical Five Percent Differential for Part-Time Core Nurses**

3
4 **A. Classification.**

5 The Hospital and ONA agree to identify all nurses currently classified as part-
6 time who are receiving EIH/PTO accruals and a five percent premium. Any
7 part-time core nurse receiving the five percent (5%) differential as of June 30,
8 2015 may elect to continue to receive this five percent (5%) premium and
9 continue to receive part-time PTO and EIH accruals, but such nurses will not
10 be eligible for any other benefits. (Part-time non-core nurses may not
11 continue the five percent (5%) premium program after June 30, 2015.)
12

13 **B. Premium.**

14 This five percent premium option will continue until such time as the part-time
15 core nurse:

16 **B.1 Accrual.**

17 Elects to accrue part-time benefits,
18

19 **B.2 Percentage.**

20 Changes to thirteen percent (13%) premium status, or
21

22 **B.3 Transfers.**

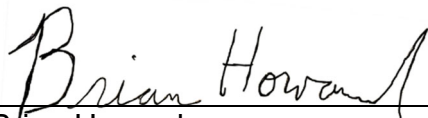
23 Transfers to a status other than part-time core status.
24

25 IN WITNESS WHEREOF the Hospital and Association have entered into this
26 Agreement as of the 1st day of November 2021.

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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 ONA Collective Bargaining Agreement
with Mid-Columbia Medical Center, November 1, 2021 through June 30, 2024.

Signature:

Today's Date:

Your Mailing

Address:

Home Phone:

Work Phone:

Email:

Unit:

Shift:
