AGREEMENT

between

OREGON NURSES ASSOCIATION

and

PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL

January 1, 2021 through March 31, 2022
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Definitions</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Recognition and Membership</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>Nondiscrimination</td>
<td>8</td>
</tr>
<tr>
<td>4</td>
<td>Work Schedule and Overtime</td>
<td>8</td>
</tr>
<tr>
<td>5</td>
<td>Holidays</td>
<td>15</td>
</tr>
<tr>
<td>6</td>
<td>Annual Leave</td>
<td>15</td>
</tr>
<tr>
<td>7</td>
<td>Sick Leave</td>
<td>17</td>
</tr>
<tr>
<td>8</td>
<td>Leaves of Absence</td>
<td>18</td>
</tr>
<tr>
<td>9</td>
<td>Bereavement Leave</td>
<td>21</td>
</tr>
<tr>
<td>10</td>
<td>Jury Duty</td>
<td>22</td>
</tr>
<tr>
<td>11</td>
<td>Educational/Professional Leave</td>
<td>22</td>
</tr>
<tr>
<td>12</td>
<td>Seniority and Layoff</td>
<td>24</td>
</tr>
<tr>
<td>13</td>
<td>Job Bidding</td>
<td>27</td>
</tr>
<tr>
<td>14</td>
<td>Employment Status</td>
<td>28</td>
</tr>
<tr>
<td>15</td>
<td>Professional Patient-Care Committee</td>
<td>29</td>
</tr>
<tr>
<td>16</td>
<td>Professional Development</td>
<td>31</td>
</tr>
<tr>
<td>17</td>
<td>Association Business</td>
<td>31</td>
</tr>
<tr>
<td>18</td>
<td>Grievance/Arbitration</td>
<td>32</td>
</tr>
<tr>
<td>19</td>
<td>Health and Welfare and Retirement</td>
<td>35</td>
</tr>
<tr>
<td>20</td>
<td>Management Rights</td>
<td>37</td>
</tr>
<tr>
<td>21</td>
<td>Duration of Agreement</td>
<td>38</td>
</tr>
<tr>
<td>22</td>
<td>Separability</td>
<td>39</td>
</tr>
<tr>
<td>23</td>
<td>Successors</td>
<td>39</td>
</tr>
<tr>
<td>24</td>
<td>No Strike -- No Lockout</td>
<td>40</td>
</tr>
<tr>
<td>25</td>
<td>Appendixes</td>
<td>40</td>
</tr>
<tr>
<td>A</td>
<td>Wages and Differentials</td>
<td>43</td>
</tr>
<tr>
<td>B</td>
<td>Drug and Alcohol Policy</td>
<td>48</td>
</tr>
<tr>
<td>EMPLOYEE CONSENT TO URINE TESTING FOR ALCOHOL/DRUGS</td>
<td>53</td>
<td></td>
</tr>
<tr>
<td>PERFORMANCE CONTRACT AGREEMENT TO CONDITIONS OF CONTINUING EMPLOYMENT</td>
<td>54</td>
<td></td>
</tr>
<tr>
<td>LIST OF POSITIVE CUTOFF LEVELS AND DETECTION TIMES FOR DRUGS OF ABUSE IN URINE:</td>
<td>56</td>
<td></td>
</tr>
<tr>
<td>APPENDIX C – HOME HEALTH AND HOSPICE NURSES</td>
<td>57</td>
<td></td>
</tr>
<tr>
<td>APPENDIX D – MASTER SCHEDULES</td>
<td>59</td>
<td></td>
</tr>
<tr>
<td>APPENDIX E - CERTIFICATION</td>
<td>62</td>
<td></td>
</tr>
<tr>
<td>APPENDIX F - CALL IN AND STAND-BY PAY</td>
<td>64</td>
<td></td>
</tr>
<tr>
<td>APPENDIX H - INFUSION SERVICES PATIENT COVERAGE ON THE WEEKENDS</td>
<td>66</td>
<td></td>
</tr>
<tr>
<td>LETTER OF AGREEMENT ON TASK FORCE FOR HEALTH INSURANCE</td>
<td>67</td>
<td></td>
</tr>
<tr>
<td>LETTER OF AGREEMENT ON CHARGE NURSES</td>
<td>68</td>
<td></td>
</tr>
<tr>
<td>LETTER OF AGREEMENT – DISTRIBUTION OF THE STANDBY/CALL OBLIGATION IN SURGICAL SERVICES</td>
<td>69</td>
<td></td>
</tr>
<tr>
<td>LETTER OF AGREEMENT ON PAYMENT OF FLOAT PAY</td>
<td>70</td>
<td></td>
</tr>
<tr>
<td>LETTER OF AGREEMENT ON HIRING PREFERENCES FOR OTHER PROVIDENCE NURSES</td>
<td>71</td>
<td></td>
</tr>
<tr>
<td>LETTER OF AGREEMENT – HEALTH CARE UNIT RESTRUCTURING</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>MEMORANDUM OF UNDERSTANDING – UNIT SCHEDULING</td>
<td>75</td>
<td></td>
</tr>
<tr>
<td>CONTRACT RECEIPT FORM</td>
<td>80</td>
<td></td>
</tr>
</tbody>
</table>
THIS AGREEMENT is made between the OREGON NURSES ASSOCIATION ("Association") and PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL (the "Hospital"). In consideration of the mutual covenants and promises hereinafter related, the parties enter into this Agreement to secure and preserve the rendition of uninterrupted patient care in an atmosphere of harmony between the Hospital management and the nurses employed by the Hospital.

ARTICLE 1 – DEFINITIONS

1.1 Nurse. A registered professional nurse.

1.2 Continuous Employment. For all purposes under this Agreement, except as it affects Article 13.2, all time paid by the Hospital. Under Article 14.2, any time spent on an unpaid leave of absence will not be counted as continuous employment during a newly hired period.

1.3 Newly Hired. An employee during the first 180 days of employment. During the newly hired period, a nurse may be dismissed without recourse to the grievance procedure.

1.4 Full-time Nurse. A nurse who is regularly scheduled to work 36 hours or more in one week or 72 hours or more in two weeks.

Any nurse designated as a full-time nurse will accumulate and receive all fringe benefits as provided in this Agreement when he or she becomes and for as long as he or she remains a full-time nurse.

1.5 Part-time Nurse. A nurse who is regularly scheduled to work at least 24 but less than 36 hours in one week or less than 72 hours in two weeks.

1.6 Variable Shift Nurse. A nurse who is full or part time who does not have a master schedule. Variable positions will be defined upon hire. It will be defined as day-variable, night variable, day/evening-variable, or rotating.

1.7 Float Nurse. A nurse who is hired into a float position, either full- or part-time, and is regularly scheduled to an assigned unit. The float nurse is the
first to float out of the assigned unit or operational unit and will equitably rotate low-census days with floats in other units or operational units. Float nurses must meet competency skills for secondary nurses as set forth in the job description for the unit or operational unit to which the float nurse is floating.

1.8 **Short-hour Nurse.** A nurse who is regularly scheduled to work 23 hours or less per week.

1.9 **Per Diem Nurse.** A nurse who is on the per diem list and who makes himself or herself available at times when the Hospital needs additional nurses, with a minimum availability of four (4) shifts per month. One out of every four shifts must be a weekend or a holiday, if such a shift is available. To maintain per diem status, a per diem nurse must sign up for at least four (4) unfilled shifts during each four (4) week schedule period. Standby call shifts will satisfy this requirement. Per Diem nurses in surgical services are required to sign for a weekend standby call shift (48 hours) once every twelve (12) weeks per call scheduling period. If for any reason a nurse is unable to meet the four (4) shift requirement, they are to notify their manager. Per diem nurses must meet the patient care unit’s education requirement for the year. A nurse may completely opt out of one (1) four (4) week schedule period each calendar year, provided the nurse requests time off in accordance with Article 6.

1.10 **Resident.** Registered nurse who has completed a pre-licensure nursing program and is newly licensed (twelve [12] months or less).

1.11 **Fellow.** Registered nurse with more than twelve (12) months of nursing experience but new to specialty of hire.

1.12 **Supervisor.** A nurse who in the interest of management performs duties that make him or her an exempt employee under the National Labor Relations Act. A supervisor may adjust grievances and finalize employment evaluations in addition to directing the work of a department.
1.13 **Immediate Supervisor.** The person to whom a nurse directly reports. On the afternoon and night shifts, for general Hospital purposes, the afternoon or night supervisor is the immediate supervisor.

1.14 **Probationary Period.** The first 180 calendar days of any nurse’s employment by the Hospital.

1.15 **Operational Unit.** An operational unit is one of more units within the Hospital, with related functions and reporting to the same manager. The ACU and the ICU together comprise a single operational unit, and the PACU, Same Day Surgery, and the Operating Room (OR) together comprise a single operational unit.

1.16 **Temporary Lead.** A nurse who, in addition being responsible for the direct or indirect total care of patients, temporarily assists and coordinates as assigned by the Hospital, in the continuity of patient care responsibilities and clinical activities of an Operational Unit.

**ARTICLE 2 – RECOGNITION AND MEMBERSHIP**

2.1 The Hospital recognizes the Association as the collective bargaining representative with respect to rate of pay, hours of work, and other conditions of employment for a bargaining unit composed of all registered nurses employed by the Hospital only at 13th and May Streets, Hood River, Oregon, and no other location as general duty nurses, but excluding administrative and supervisory personnel and nurses employed exclusively in the following departments and areas: Admissions, Physical Therapy, EEG, Anesthesia, Radiology, Laboratory, Pharmacy, Occupational Therapy, Quality Assurance, Utilization Review, Nursing Education, Dietary, Medical Records, Personnel, Doctor's Offices, and Housekeeping. Should the Hospital move nurses currently within the bargaining unit to a location contiguous with the Hospital property but not specifically located at 13th and May Streets, those positions will remain within the bargaining unit.
2.2 The Hospital also recognizes the Association as the collective bargaining representative with respect to rate of pay, hours of work, and other conditions of employment for all registered nurses employed in the Home Health Care and Hospice Departments as general-duty nurses, but excluding administrative and supervisory personnel.

2.3 Because a nurse has a high degree of professional responsibility to the patient, the nurse is encouraged to participate in the Association to define and upgrade standards of nursing practice and education through participation and membership in his/her professional association. An ONA membership packet will be provided by ONA to each nurse at the time of new employee orientation. A bargaining unit nurse designated by the Association will be given the opportunity to meet with newly hired nurses who are on paid time for 30 minutes, to discuss contract administration. The meeting will occur within the first month of employment. If the nurse designated by the Association has been released from otherwise scheduled work, the nurse will also be paid for the 30-minute period.

2.4 The following provisions apply to any nurse hired before December 14, 2009 (“Effective Date”): Membership in the American Nurses Association through Association shall be encouraged, although it shall not be required as a condition of employment. Notwithstanding the prior sentence, if a nurse hired before December 14, 2009, voluntarily joins the Association or has voluntarily joined the Association as of December 14, 2009, the nurse must thereafter maintain such membership, as an ongoing condition of employment, or exercise one of the two options listed in 2.5A(2) or 2.5A(3) below.

A. **Transfers.** Nurses who are members of the Association or have exercised one of the two options listed in 2.5A(2) or 2.5A(3) below will maintain such status upon transfer to Providence Portland Hospital, Providence St. Vincent Hospital, Providence Willamette Falls Hospital, and Providence Home Health and Hospice. Nurses who are not members at another facility in the Portland metro area where they are represented by a union may continue such status, at their option, upon transfer to Providence Portland Hospital, Providence St. Vincent
Hospital, and Providence Home Health and Hospice, unless they elect to exercise one of the two options listed in 2.5A(2) or 2.5A(3) below.

B.  **Promotions within a facility.** A nurse subject to paragraph A above as of December 14, 2009 who assumes a position at the Hospital outside of the bargaining unit will retain her/his respective status (as a nonmember, a member whose membership must be maintained, or one of the two options listed in 2.5A(2) or 2.5A(3) below) if he or she returns to the bargaining unit within one year of the date that the nurse assumed a non-bargaining position. A nurse who returns to the bargaining unit after one year will be subject to the choices in paragraph 2.5A below.

2.5  The following provisions apply to any nurse hired after December 14, 2009:

A.  By the 31st calendar day following the day that the nurse begins working, each nurse must do one of the following, as a condition of employment:

1. Become and remain a member in good standing of the Association and pay membership dues (Association member); or

2. Pay the Association a representation fee established by the Association in accordance with the law; or

3. Exercise his/her right to object on religious grounds. Any employee who is a member of, and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect, that holds conscientious objections to joining or financially supporting labor organizations, will, in lieu of dues and fees, pay sums equal to such dues and/or fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Association and the Hospital. Such payments must be made to the charity within fifteen (15) calendar days of the time that dues would have been paid.
B. The Hospital will provide a copy of the collective bargaining agreement to newly hired nurses, along with including a form provided by the Association that confirms the provisions in 2.5A above. The nurse will be asked to sign upon receipt and return the signed form directly to the Association. The Hospital will work in good faith to develop a procedure to retain copies of such signed forms.

C. A nurse should notify the Association’s Membership Coordinator, in writing, of a desire to change his or her status under the provisions of 2.5A above by mail, to the business address for the Association.

D. The Association will provide the Hospital with copies of at least two notices sent to a nurse who has not met the obligations to which he/she is subject, pursuant to this Article. The Association may request that Hospital’s terminate the employment of a nurse who does not meet the obligations to which he/she is subject, pursuant to this Article. After such a request is made, Providence will terminate the nurse’s employment no later than fourteen (14) days after receiving the written request from the Association. The Hospital will have no obligation to pay severance or any other notice pay related to such termination of employment.

2.6 The following provisions apply to all nurses.

A. Dues Deduction. The Hospital shall deduct the amount of Association dues, as specified in writing by Association, from the wages of all employees covered by this Agreement who voluntarily agree to such deductions and who submit an appropriately written authorization to the Hospital. Changes in amounts to be deducted from a nurse’s wages will be made on the basis of specific written confirmation by Association received not less than one month before the deduction. Deductions made in accordance with this section will be remitted by the Hospital to Association monthly, with a list showing the names and amounts regarding the nurses for whom the deductions have been made.
2.7 Association will indemnify and save the Hospital harmless against any and all third-party claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken by the Hospital in connection with, this Article.

2.8 The parties will work together to reach a mutual agreement on the information to be provided to the Association, to track the provisions in this Article.

2.9 The Hospital will supply the Association and the chairperson of the bargaining unit with an electronic list showing the names, addresses, hire dates, unit/department, shift, and pay steps of nurses covered by this Agreement, on a monthly basis. The Hospital will work with the Association to provide a unique identifier such as the nurse’s license number, as part of the electronic list. The Hospital will also supply a monthly list showing the names of each nurse whose employment has been terminated, who has been hired, and who has completed his or her newly hired period, including addresses, hire dates, and pay steps, during the preceding month. The Hospital will provide the Association with reasonable updates of this information as requested during contract negotiations.

2.10 The Association will provide the Hospital with a copy of this Agreement for each new hire, which the Hospital will distribute to such newly hired nurse. The Association will also supply the Hospital with five copies of the Agreement for use by Hospital management.

2.11 The Association shall be permitted to post notices related to activities of the Association on one 2' x 2' bulletin board in a place of mutual agreement on each floor of the north wing where patient care is provided. The bulletin boards are for the exclusive use of the Association.
ARTICLE 3 – NONDISCRIMINATION

3.1 The Hospital may not discriminate against any nurse on account of membership in or activity on behalf of the Association provided that such activity does not interfere with the nurse's regular duties. The Hospital may not discriminate against any nurse because of sex, gender, religion, race, creed, color, marital status, national origin, disability, age, sexual orientation, or political affiliation.

ARTICLE 4 – WORK SCHEDULE AND OVERTIME

4.1 Except as modified under Article 4.2(B) or elsewhere in this Agreement, a standard workday will consist of eight hours' work to be completed within eight and one-half consecutive hours with a 30-minute meal period on the nurse's own time. If the nurse is required by the Hospital to remain on duty or in the Hospital during the meal period, that time will be considered as time worked for pay purposes. It is understood that unpaid meal periods are uninterrupted 30-minute periods in which the nurse is not required to perform any duties on behalf of the Hospital.

4.2 The standard work period consists of 80 hours within a 14-day period, or a 40-hour period within a 7-day period, except as modified by agreement at Article 4.2(B).

A. Overtime will be compensated for at the rate of one and one-half times the regular rate of pay for all time worked in excess of: (1) 36 hours in each workweek of seven consecutive days, defined as Sunday 0001 to Saturday 2400, or eight hours in a workday, except as defined at Article 4.2(B), defined as beginning with the start of the nurse's shift on that day worked unless nurse is attending meetings and education, in which case overtime begins after 40 hours in a workweek; or (2) for nurses on an 8/80 pay period, 8 hours in a workday, defined as above, or 80 hours in a 14-day period, defined as Sunday 0001 to the second Saturday 2400, beginning with the first Sunday in a calendar year. All full-time nurses will have the option of being on an 8/80 pay period. That option is to be exercised in writing and will be effective upon receipt by the Hospital.
B. All overtime must be approved in advance by the supervisor except in case of emergency. A nurse may be scheduled for shifts of 8, 9, 10 or 12 hours in a day. Nurses scheduled for shifts of 9 or 12 hours in a day qualify for time and one-half premium pay after working any hours in excess of the department’s established workday or 36 hours in a workweek, except that straight time will be paid for hours 36 to 40 to attend meetings and education. No nurse may be required to work more than 12 consecutive hours without a 10-hour break immediately following the 12th hour worked during a 24-hour period. No nurse may be compelled to work more than four consecutive days on 12-hour shifts. There will be three 15-minute breaks, one for each four hours worked, for a nurse scheduled for a 12-hour shift. The Hospital will not require nurses to work an unreasonable amount of overtime on a repetitive or continual basis.

C. As near as possible, full-time nurses will be scheduled either four on, two off, or every other weekend off with various workdays scheduled to equal or exceed seven regularly scheduled workdays per semimonthly pay period. Part-time nurses agree to work every other weekend. If part-time nurses make their shift preferences, requested number of days, and department preferences known to the Chief Nurse Executive or his or her designee, they will be scheduled as needed on days off of full-time personnel with attention when practicable to these preferences and requests.

If a nurse is required by the Hospital to work on a weekend that is not the nurse’s regularly scheduled weekend and the nurse has worked at least one full shift during the previous regularly scheduled weekend, then the nurse will receive pay at the rate of one and one-half times his or her regular straight-time hourly rate.

Restrictions on weekend scheduling and all financial disincentives to scheduling weekend work will not apply (except for the weekend
differential pursuant to Appendix A.7) when that schedule is part of the master schedule (see Appendix D).

Nurses will be added to the schedule in the following order:

1. Master schedule nurses (if any);

2. Variable schedule nurse, and

3. Per diem nurses.

**D.** A workday for overtime purposes will be calculated from the time a nurse begins work and will end 24-hours following the start of that shift.

**E.** There shall be no pyramiding of time and one-half and/or double-time premiums under this agreement.

**4.3** Nurses scheduled for eight or nine-hour shifts will receive two 15-minute rest periods during each standard workday. Nurses scheduled for 12-hour shifts will receive three 15-minute rest periods during each standard workday. Because the scheduling of regular rest periods may not be possible due to the nature and circumstances of work in an acute care facility (including emergent patient care needs, the safety and health of patients, availability of other nurses to provide relief, and intermittent and unpredictable patient census and needs), the parties therefore agree as follows:

**A.** Scheduling of breaks is best resolved by unit-based decisions, where the affected nurses are involved in creative and flexible approaches to the scheduling of rest periods. Unit-based decisions must meet operational needs and be approved unit manager.

**B.** Each unit has the flexibility to develop a process for scheduling nurses for the total amount of rest and meal periods subject to the following:

1. The process must be approved by the unit manager;
2. The preferred approach is to relieve nurses for two 15-minute rest periods and one 30-minute meal period within an 8 or 9-hour shift, and to relieve nurses for three 15-minute rest periods within a 12-hour shift (although other options, consistent with applicable law, may be explored); and

3. If a nurse believes that he or she is (or will be) unable to take a break or lunch period, the nurse should inform his or her immediate supervisor as soon as possible. The nurse’s immediate supervisor will make reasonable efforts to provide the nurse with such break(s) or lunch period.

4.4 The Hospital shall provide restrooms, lockers, and adequate facilities for meal breaks.

4.5 When the Hospital posts a variable shift nurse position that requires rotating shifts, the Hospital will work to minimize the impact of such rotating position by communicating and collaborating with the nurse in the development of the nurse’s schedule and will make every reasonable effort not to require nurses to rotate from days to nights (or vice versa) no more than once every thirty (30) days.

4.6 The Hospital retains the right to adjust work schedules to maintain an efficient and orderly operation, consistent with the other provisions in this Agreement.

A. Scheduling. Work scheduled will be prepared for two (2) month periods and will be posted by the 10th of the month preceding the scheduling period. Requests for days off are to be input into the electronic timekeeper system to the unit manager or designee by the first day of the month immediately preceding the month in which the schedule is effective. Annual leave requests will be responded to per Article 6. Once the schedule is posted, changes may be made only with mutual agreement of the affected nurse and the Hospital unless it is necessary for the Hospital to adjust the schedule to ensure efficient operations.
B. **Schedule Changes.** Any mutually agreed upon changes within the nurse’s FTE and at the request of the Hospital that are made after the schedule is posted to the nurse will be paid at a 10 percent differential added to the nurse's regular rate.

C. **Trades.** Subsequent requests for days off must be arranged by the nurse in the form of a trade with, or substitution, by a qualified nurse. The trade or extra day's work must not place either employee in an overtime situation. The request for trade is to be submitted in the electronic timekeeping system to the unit manager or designee as much in advance of the time for the trade or substitution as is possible. A trade or substitution is not effective unless approved by the unit manager or designee and will not be unreasonably denied.

D. **Mandatory Critical Shifts.** Before requiring a nurse to work a mandatory critical shift (defined as a mandated shift that was not assigned to the nurse when the schedule was posted and has potential to disrupt the operation of the Hospital if not filled), the Hospital will attempt to fill that shift using all other avenues (e.g. open shift offers, share care, anancy and nursing leadership). If all other avenues have been exhausted and a critical shift is necessary, the Hospital will notify the nurse of the mandatory critical shift assignment as soon as practicable. Mandatory critical shifts will be filled on a rotating basis starting in reverse seniority order, provided skill mix is maintained. This rotation will include per diem nurses. The Association understands that the Hospital will not call a nurse in to work on a day off without good cause. Mandatory critical shifts will be paid at a ten (10) percent differential and open shift premium in accordance with Appendix A.14. Mandatory critical shifts should not become a pattern or common practice for a unit.

4.7 **Low Census.**

A. If the Hospital does not make all reasonable attempts to contact a nurse at least two hours before the nurse is scheduled to start the shift and let
him or her know that he or she is not needed for that shift on his or her
operational unit, then the nurse has the following alternatives:

1. Be placed on call, be paid for the nurse's scheduled hours at the
   applicable call rate of pay per Appendix F and be paid for one quarter
   of the nurse's scheduled hours at straight time pay.

2. To take an alternate staff position.

3. To take an alternate staff position for at least four hours and then be
   placed on-call or take the time off without pay.

4. The nurse is required to be sure that the Hospital has a current
   address and phone number where he or she can be reached; failure
   to do so exempts the Hospital from this notification requirement. In no
   event will pay pyramid under this section; a nurse who receives
   regular pay will not receive call pay for the same period.

B. On low-census days, the procedure set forth in A above will be followed.
   A nurse may request approval from their supervisor to complete any
   pending HealthStream courses at straight time prior to being placed on
   low census. If the Hospital is repeatedly unable to utilize one or more
   nurses, the Hospital will rotate low census among nurses on the unit
   where the low census is occurring in the following order, provided the
   necessary skill mix is maintained:
   1. Nurses receiving open shift incentive pay;

   2. volunteers;

   3. agency nurses or share care nurses;

   4. per diem nurses;
5. short hour nurses;

6. both full-time and part-time nurses.

A full-time or part-time or short-hour nurse may also agree to voluntarily, at the request of the Hospital, adjust his or her start or end time in order to avoid having to take low census and preserve his or her hours of work for that day. The parties agree that such voluntary adjustment of start or end times are not subject to the provisions of Section 4.6(A).

The Hospital will attempt to give the nurse or nurses who will not be needed more than two hours’ notice.

Long-term agency nurses (agency nurses who fill open positions for more than one week) will rotate low census with Hospital nurses as if they were full-time or part-time.

No nurse will suffer a loss of benefits or tenure hours as a result of having his or her scheduled work hours reduced in accordance with this section.

C. A nurse’s call turn will be counted as fulfilled when on call for at least one third (1/3) of that nurses regularly scheduled shift, i.e. four (4) hours for 12 (twelve) hour shift. Open shift on call time will not count towards call turn rotations. In the event of a low census tie, the nurse to be sent home will be the nurse who has had the least amount of call that week.
ARTICLE 5 – HOLIDAYS

5.1 Nurses who work on these holidays will receive time and one-half pay for all hours worked on the holidays:

- New Year's Day
- Independence Day
- Labor Day
- Memorial Day
- Thanksgiving Day
- Christmas Day

5.2 Nurse who are on call during a holiday will be compensated at the rate of $11.00 per hour.

5.3 It is agreed that holiday work will be determined within the unit-based staffing committee in accordance with Article 4.6.

5.4 All holidays, except for Independence Day, begin on the evening preceding the holiday at 1900 and continue to 1859 on the holiday. Independence Day begins on July 4th at 0700 and continues to 0659 on July 5th.

ARTICLE 6 – ANNUAL LEAVE

6.1 Annual leave benefits accrue for all full-time nurses as follows:

<table>
<thead>
<tr>
<th>Hours of Employment</th>
<th>Hours Per Year of Accrued Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 468</td>
<td>18</td>
</tr>
<tr>
<td>After 936</td>
<td>84**</td>
</tr>
<tr>
<td>After 1,872</td>
<td>176**</td>
</tr>
<tr>
<td>After 7,488</td>
<td>192</td>
</tr>
<tr>
<td>After, 13,104</td>
<td>204</td>
</tr>
<tr>
<td>After 18,720</td>
<td>232</td>
</tr>
<tr>
<td>After 28,080</td>
<td>248</td>
</tr>
<tr>
<td>After 35,360</td>
<td>272</td>
</tr>
</tbody>
</table>

**less any annual leave taken during the first three months of employment

A. Annual leave for part-time nurses accrues on a prorated basis calculated by hours worked (1,872 hours is equivalent to one year).
6.2 Annual leave is cumulative from the first day of employment. Annual leave may be carried over from one year to the next. Carryover may not exceed the combined total of earned annual leave accrued on 3,744 hours worked.

   A. When a part-time nurse becomes full-time, years of service will be calculated from the most recent date when the nurse began to work on a continuous part-time basis.

6.3 Terminal annual leave pay will be granted after 1,872 hours of continuous employment subject to Article 14.7.

6.4 Annual leave requests may be submitted to the unit manager through the electronic timekeeping system. Requests may be submitted up to 365 days in advance of the requested annual leave dates. So long as a proper request in writing to the immediate supervisor is made for annual leave time, preference in scheduling will be granted as follows: first come, first served, followed by seniority. A prior request by any nurse, however, once confirmed in writing by the immediate supervisor, may not be bumped by any other nurse. Nothing in this paragraph diminishes a nurse's obligation to work on holidays as assigned on a rotating basis under Article 5.2.

6.5 Each Unit Based Staffing Committee will define the minimum number of annual leave requests that will be approved per shift per day to ensure that minimum staffing requirements are met.

6.6 Annual leave request will be responded to within 31 days of submission. If the request maintains minimum staffing requirements, as defined by the Unit's Unit Based Staffing Committee, it will be approved. If the scheduler is unable to maintain minimum staffing requirement, as defined by the Unit's Unit Based Staffing Committee, the request will be pending or denied. The nurse may follow up with the scheduler regarding a pending request (i.e. dates may need to shift to ensure adequate staffing). Pending requests will be approved or denied when the schedule for the schedule for the requested time period is posted.
ARTICLE 7 – SICK LEAVE

7.1 A. Each full-time nurse will accumulate sick leave at the rate of 12 hours per month of employment with the Hospital, commencing with the first month of employment, up to a maximum of 96 hours per year, until a maximum total of 960 hours of sick leave has been accumulated. A nurse may use accumulated sick leave after the nurse's date of hire.

B. Each part-time nurse will accumulate sick leave on a prorated basis calculated by hours worked (173 hours is equivalent to one month). A nurse may use accumulated sick leave after the nurse’s date of hire.

7.2 Pay for sick leave will commence on the first day of an illness. Any nurse who has not purchased supplemental long-term disability insurance through the Hospital may at any time buy out any accumulated hours over 400 at a rate of 35 percent of the nurse's current hourly (straight-time) wage. Any nurse who has purchased supplemental long-term disability insurance through the Hospital may not buy out sick leave hours.

7.3 Sick leave credit will not accrue during leave of absence, layoff, absence from employment because of illness, or period of non-regular part-time employment, provided, however, that a nurse receiving sick leave who has worked more than 72 hours during the month in which sick leave is used will nevertheless receive 12 hours sick leave credit for that month.

7.4 The Hospital may require reasonable evidence of illness from the nurse’s medical doctor as a condition of receiving sick leave benefits.

7.5 Sick leave benefits will be paid for illness due to complications of pregnancy or delivery or for parental leave cases.

7.6 A. Full-time and part-time nurses who have worked for the Hospital fewer than 180 days or who work an average of 24 hours per week or less at
the time of the request (average for prior 180 calendar days) may utilize
up to the hourly equivalent of four accumulated sick leave days per year
because of an illness of a member of the employee's immediate family as
defined in Article 9.1 of this Agreement. If the leave requires the hourly
equivalent of three consecutive leave days, then the Hospital may require
a physician's verification of the family member's illness before the
commencement of the leave or within 15 days' notice to the Hospital of
the leave. It is also understood that employees will be expected to work
their regularly scheduled days immediately before and after taking annual
leave in order to remain eligible for the family member sick leave
utilization.

B. A request for family medical leave by a nurse who has been employed for
180 days or more on the first day of a family medical leave of absence
and who has averaged 25 or more hours' work per week during the prior
180 calendar days will be treated in accordance with applicable state and
federal law. Such an employee may use up to four days' accumulated
sick leave per year for purposes covered by the family medical leave law.

7.7 The Hospital agrees to allow any nurse injured on the job who is unable to
work a scheduled shift to receive sick leave benefits for all scheduled work
hours for which workers' compensation does not reimburse the employee, to
the extent that the employee has sufficient sick leave accumulated.

ARTICLE 8 – LEAVES OF ABSENCE

8.1 Personal Leave. The Hospital may grant a personal leave of absence without
pay to any nurse who has completed one year of service, if:

A. The absence of the nurse will not unduly interfere with the business or
operational needs of the Hospital and the Hospital considers the reason
for the leave justifiable.

B. A qualified replacement is reasonably available. If no qualified
replacement is available, the Hospital may perform the operation in any
manner it so chooses for the duration of the leave.
C. The leave is requested, in writing, at least two weeks in advance, except in emergencies.

D. The leave is for a specified period not to exceed 90 calendar days in duration.

8.2 Temporary Disability Leave – (Non-Occupational). Any nurse who has completed one year of service or is eligible under state and federal laws will be granted a temporary disability (medical) leave of absence, if:

A. The leave is for a non-occupational illness or injury, including illness or injury resulting from a pregnancy, and the nurse is physically or mentally unable to report for work.

B. The leave is requested, in writing, at least two (2) weeks in advance, except in emergencies.

C. The leave does not exceed six calendar months in duration unless necessary to allow reasonable accommodation without undue hardship.

In all cases of temporary disability leave of absence, except pregnancy, the nurse shall, upon request of the Hospital submit a release to return to work from a health care provider.

8.3 Parental Leaves of Absence:

A. Parental Leave. The Hospital shall grant a parental leave of absence after the birth or adoption of a child without pay to any nurse who has worked at least 90 days, if:

1. The leave does not exceed six calendar months in duration.

2. The nurse notifies the Hospital of expected date of delivery, adoption, or foster placement as certified by the employee’s physician.

3. The leave is requested as far in advance as reasonably and practically possible and, if need for the leave is anticipated, at least 30 days in advance.
If an emergency exists, additional leave beyond the originally granted leave may be requested as long as the total parental leave of absence does not extend beyond six (6) months.

4. Pregnancy Accommodation. Consistent with Oregon and Federal law, the Hospital will provide reasonable accommodation for known limitations related to pregnancy, childbirth, or related medical conditions, absent undue hardship.

8.4 Disability Leave (Occupational):

A. Any nurse who has incurred a compensable on-the-job injury will be granted a leave of absence and reinstatement in accordance with state or federal law, except as modified in this article.

B. All disability leaves of absence for occupational illness or injuries will be limited to the maximum total provided by state law. A nurse who does not return to work within this maximum time period as a result of an occupational injury or illness will lose all seniority and the rights and benefits it confers.

8.5 During the term of a properly authorized leave of absence, a nurse will not lose previously accrued benefits or seniority as provided in this Agreement. Any revisions to nurses’ seniority made in 2020 will be reverted to the nurses’ original seniority dates; however, no decisions based on such revised seniority dates will be reversed.

8.6 Reinstatement:

A. Any nurse on an approved leave of absence will be entitled to reinstatement in accordance with applicable state or federal law.

B. A nurse returning from a leave of absence shall advise the Hospital of his or her expected date of return at least two weeks prior to that expected date of return. A nurse who decides not to return to his or her former job
8.7 If a nurse wishes to retain insurance coverage while on an authorized federal family and medical leave of absence, the Hospital will continue to pay its portion of the group health insurance benefits, if any, and the nurse must continue to pay his or her share. If a nurse wishes to retain insurance coverage while on an authorized state family medical, pregnancy, or parental leave, the nurse must pay the required premiums necessary for continued Hospital medical-dental insurance coverage. This Article 8.7 applies to all leaves.

8.8 Whenever a nurse is entitled to any type of leave governed by state or federal law, the nurse will be entitled to, at a minimum, the amount of leave required under the law. If this contract provides for additional leave, the terms of this contract will govern.

ARTICLE 9 – BEREAVEMENT LEAVE

9.1 After six (6) months of employment, a full- or part-time nurse working in an established scheduled position who has experienced a death in the family will be granted up to a defined number of regularly scheduled workdays off with pay. Up to five (5) regularly scheduled workdays will be granted with pay because of the death of a spouse or child (including foster- and stepchild). Up to three (3) regularly scheduled workdays will be granted with pay because of a death of a member of the nurse’s immediate family. “Immediate family” for this purpose is defined as the parent, grandparent, mother-in-law, father-in-law, spouse, grandchild, sister, or brother of the nurse; parent, or sibling of the nurse’s spouse; spouse of the nurse’s child; the parent of the nurse’s minor child; or the person whose association with the nurse was, at the time of death, equivalent to any of these relationships.

Nurses may be eligible for additional bereavement leave pursuant to the Oregon Family Leave Act (“OFLA”). Nurses who do not qualify for bereavement leave under OFLA but who need additional time off related to a
death in the family are encouraged to request personal leave pursuant to Article 8.

ARTICLE 10 – JURY DUTY

10.1 A nurse who is required to report for jury service will be paid the difference between the nurse’s regular straight time pay and jury duty pay received, not to exceed ten days per calendar year.

10.2 Witness Leave. Nurses who are requested to appear as a witness in a court case regarding Hospital business during their normal time off duty will be compensated for the time spent in connection with such an appearance in accordance with this Agreement. The nurse will notify their manager of the need for witness leave as soon as practicable.

ARTICLE 11 – EDUCATIONAL/PROFESSIONAL LEAVE

11.1 Educational Leave:

A. Unpaid Education Leave. Nurses may request unpaid leaves of absence to attend professional activities such as, but not necessarily limited to, educational workshops, seminars, continuing education courses, and participation in bona fide activities of the Association. Such requests will be given equitable consideration and may be granted at the sole discretion of management.

B. Paid Education Leave:

1. After completing one year of service from the date of employment, each nurse will be eligible for paid educational leave of 24 hours per year. After completing one calendar year of service from the date of employment, each part-time nurse will be eligible for paid educational leave at the rate above, prorated based on the number of hours that the nurse normally works.

2. Educational leave must be for bona fide nursing education including college course work in nursing that will benefit both the Hospital nursing staff and the nurse. The nurse shall be prepared to make a
written or oral presentation regarding his or her educational experience to the nursing staff at the completion of his or her educational leave. Compensation will be made for registration fees, travel, meals, and lodging. Up to a maximum of $450 annually per nurse. Reimbursement will be made after proof of successful completion is submitted to the Hospital.

3. This leave can include, but is not limited to, workshops, seminars, conferences, and professional Association activities that will benefit the Hospital, the nurse, and the profession. Educational leave will be subject to the final approval of the Hospital.

4. Eligibility for paid educational leave will be dependent on the nurse participating in at least 80 percent of the department meetings and in-services that have been designated as "required" by the nurse’s department manager. Mandatory or “required” meetings shall be posted on the schedule per Article 4. If a nurse is on duty during the presentation of a department meeting or required in-service and cannot be relieved to attend or if the nurse has an excused absence, the nurse will receive credit toward the 80 percent requirement, as long as the nurse reads and initials a copy of the minutes of the missed meeting or in-service. In implementing this requirement, the Hospital will count only in-services scheduled after the date of ratification of this Agreement or the nurse's date of hire, whichever is later. The percentage calculation described in this paragraph will be based on the prior calendar year. The Hospital will post in-service opportunities at least two weeks in advance and will schedule alternative dates for each in-service in order to increase a nurse’s opportunity to attend. In-services falling within the above requirement will be designated as "required" at the time of posting.

C. Nothing precludes the Hospital from assigning any nurse to educational leave at the Hospital's expense. When educational leave of more than 40 hours occurs because (1) it is at the request of the Hospital or (2) it is
granted in order to accommodate the nurse’s request, then the following will apply: The Hospital may require written agreement by the nurse that the nurse will continue working for the Hospital for at least nine months after the training is completed. In the event that a nurse should breach this agreement, the Hospital may deduct the cost of the training on a pro rata basis with one-ninth forgiven after each month worked. For example, if the nurse quits one month and 20 days after completing the training, he or she loses from the final pay eight-ninths of the cost of the training.

11.2 Professional Leave. After one year of continuous employment, professional leave for study, not to exceed one calendar year, will be granted without pay for full-time nurses.

11.3 Part-time nurses will qualify for educational/professional leave on a pro rata basis.

ARTICLE 12 – SENIORITY AND LAYOFF

12.1 For nurses that are hired in a RN position prior to January 1, 2018 the following applies: "Seniority" means length of continuous service (calculated from the first date of employment with the Hospital in any capacity. For purposes of this section only notwithstanding Section 2.1, “employment with the Hospital” shall include any employment at any Providence Health and Services Facility location in the Columbia Gorge Service Area.

12.2 For Nurses hired on January 1, 2018 or thereafter, the following applies: Seniority means length of continuous service calculated from hire date into a nursing position (RN, LPN, CNA) with the Hospital at any Providence Health and Services location in the Columbia Gorge Service Area.

12.3 The Hospital will provide ONA a seniority list within 30 days of the ratification of each contract. The employer will provide an updated seniority list in July and December of each year. The list will incorporate all currently employed nurses in the bargaining unit.
A nurse will lose all seniority rights and the employment relationship will be terminated for any of the following reasons:

A. If the nurse quits for any reason and is not rehired within one year of the resignation date.

B. If the nurse is discharged for just cause.

C. If the Hospital discontinues or transfers operations.

D. If the nurse is absent for three consecutive working days without notifying the Hospital unless he or she has a valid reason. Valid reason is limited to a circumstance in which it is impossible for the nurse to notify the Hospital or to cause someone else to notify the Hospital on his or her behalf. For instance, having amnesia or being kidnapped would constitute a valid reason if the nurse were unable to notify the Hospital; being imprisoned would not constitute a valid reason because the nurse could get word to the Hospital.

E. If the nurse fails to notify the Hospital within five workdays after receiving notice of recall from the Hospital of his or her intention to return to work or fails to report for work after receiving notice of recall from the Hospital sent to the nurse's last address on file with the Hospital.

F. If the nurse is laid off for a period exceeding the nurse's length of service or twelve months, whichever is less.

G. If the nurse is laid off before completing the newly hired period.

H. If the nurse does not return to work on the next scheduled workday following the expiration date of the vacation or approved leave of absence, unless the nurse provides a reasonable excuse which is acceptable to the Hospital.
I. If the nurse falsifies the reasons for a leave of absence.

12.5 Insofar as the efficient operation of the Hospital allows, and consistent with patient-care needs, the Hospital will exercise its best efforts to avoid laying off (temporarily or permanently) any nurse for lack of work. In situations requiring a reduction in work force, the Hospital will normally first equitably reduce the work force in accordance with the provisions of Article 4.7(A) for low-census days.

12.6 If the Hospital believes it necessary to reduce the nurses' work force through an actual layoff of nurses, the Hospital will give the Association a minimum of 30 days' notice detailing purpose and scope of the reduction and the likely impacted unit or units, shifts, and positions. The Hospital will provide the Association with a list of open RN positions at the Hospital and, at the request of the Association, at any other Providence facilities within Oregon. An "open position" is any position for which the facility is still accepting applications. Upon notice to the Association, representatives of the Hospital and the Association will meet to discuss scope of the reduction and the likely impacted unit or units, shifts, and positions as well as options for voluntary lay-offs, reduction of the scheduling of intermittently employed nurses, conversion from regular nurse status to an intermittently employed nurse and FTE reductions (full-time nurses going to part-time status). The Hospital will consider the options suggested by the Association but will not be required to implement the suggested options.

12.7 Layoff will occur on any unit deemed necessary by the Hospital starting with volunteers, if any, then the nurse or nurses with the lowest seniority. Volunteers for layoff who would not otherwise have been selected based on their seniority will be offered severance benefits; such benefits will be offered at the level of 75% of the benefit available to non-represented employees based on the Hospital’s severance policy then in effect. Layoffs may require shift reassignments and part-time to full-time changes among remaining nurses, and a nurse who declines may be laid off.
12.8 Recall from layoff will be departmental in inverse order of layoff. The Hospital will inform other employers within Providence-Oregon of the existence of the reduction in force, and request that they consider hiring the impacted nurses, if any, for any open position.

All layoff and recall will be considered within a unit on a seniority basis unless a less senior nurse is substantially better qualified. In addition, by order of seniority, laid-off nurses will have rights to recall in other units for which they are qualified ahead of new hires. Such a nurse will retain seniority rights in the unit from which the nurse was laid off.

ARTICLE 13 – JOB BIDDING

13.1

A. Intradepartmental Transfers. Open positions will be offered within the unit first per Appendix D, Section H. The senior nurse who is assigned to or who regularly floats into that unit and who applies for the vacancy will be offered the position provided such nurse has the required skill and ability to perform the position at the time such position is assumed. A candidate will not have received documented verbal warning or greater in the six (6) months preceding the application.

B. Interdepartmental Transfers.

1. A nurse is encouraged to communicate with their manager regarding a nurse’s desire to move to a different nursing unit within the Hospital. The nurse’s manager will not prohibit a nurse from making or requesting an otherwise permitted transfer, and the provisions of job bidding will apply regarding such transfer requests.

2. If a vacancy is not filled through an interdepartmental transfer, the Hospital will post permanent vacancies online as they occur at least seven (7) calendar days prior to filling each position. If the Hospital elects to post a temporary vacancy, it must be posted at least seven (7) calendar days prior to filling the position.
3. When hiring an internal candidate to a new unit, the Hospital shall offer the job to the most qualified nurse, based on factors including whether the nurse meets both required and preferred qualifications as set forth in the job description, history of job performance, and the nurse’s performance in the selection and interview process (which will include bargaining unit members). The Hospital and the interview committee will objectively determine the most qualified RN according to the above standards. In the event two (2) or more candidates’ qualifications are substantially equal, the position will be awarded on the basis of seniority. A candidate will not have received documented verbal warning or greater in the six (6) months preceding the application. The same standards are applied to fellowship opportunities.

13.2 A per diem or part-time nurse, other than one employed to fill positions because of any combination of leaves of absence, vacations, holidays, and sick leave for a period of time not to exceed six (6) months, who regularly works the equivalent of a part-time or full-time nurse for such six (6) month period may request reclassification to part-time or full-time status consistent with such hours worked. In the event of a request under such circumstances, the position will be posted pursuant to this Article.

ARTICLE 14 – EMPLOYMENT STATUS

14.1 The Hospital has the right to hire, promote, and transfer and to discipline, suspend, and discharge for just cause.

14.2 A nurse employed by the Hospital will not become a regular employee until he or she has been continuously employed for 180 days.

14.3 All nurses shall give the Hospital not less than 14 calendar days' written notice of intended resignation.

14.4 The Hospital shall give any nurse 20 calendar days' written notice of the termination of the nurse's employment, or if less notice is given, then the
difference between 20 working days and the number of calendar days of advance notice herein required will be paid to the nurse at his or her regular rate of pay, eight hours per working day. No such advance notice or pay in lieu thereof will be required, however, for nurses who are discharged for violation of professional nursing ethics or other just causes.

14.5 Any nurse who thinks he or she has been suspended, disciplined, or discharged without just cause may present a grievance for consideration under the grievance procedure.

14.6 Upon the termination of his or her employment, a nurse will be granted an interview with the Associate Administrator/Patient Services.

14.7 Nurses employed 12 months or more will be entitled to cumulative vacation or holiday benefits if involuntarily terminated, but those benefits will be waived on discharge for cause or for voluntarily quitting without notice under Article 14.3.

ARTICLE 15 – PROFESSIONAL PATIENT-CARE COMMITTEE

15.1 A Professional Patient-Care Committee will be established at the Hospital. The Hospital recognizes the responsibility of the Professional Patient-Care Committee to objectively recommend measures to improve patient care, will duly consider such recommendations, and will report any action taken to the Professional Patient-Care Committee.

15.2 The objectives of the Professional Patient-Care Committee are:

A. To consider constructively the practice of nurses;

B. To work constructively for the improvement of patient care and nursing practice;

C. To recommend to the Hospital ways and means to improve patient care and assist in implementing any recommended changes; and
D. To exclude from any discussion matters involving contract grievances or interpretation of this Agreement.

15.3 The Professional Patient-Care Committee is to be composed of four registered nurses employed at the Hospital and covered by this Agreement. The Committee members will be elected by the registered nurse staff at the Hospital.

15.4 The Professional Patient-Care Committee will schedule regular meetings not to exceed one meeting per month. Each Committee member will be entitled to two paid hours per month at his or her regular straight-time rate for the purpose of attending Committee meetings. The meetings are to be scheduled so as not to conflict with routine tasks.

The Professional Patient-Care Committee shall prepare an agenda and keep minutes of all meetings, copies of which will be provided to the Associate Administrator/Patient Services, the Hospital Administrator, and the Association.

15.5 The Hospital may request special meetings with the Professional Patient-Care Committee, but such meetings are not to take the place of the regularly scheduled meetings of the Committee.

15.6 The Professional Patient-Care Committee may request meetings with the Hospital to discuss nurse staffing problems if, in the opinion of the Committee, a critical nurse staffing shortage affecting the nursing care of patients exists or constructive improvement relating to utilization of personnel should be considered, including the establishment of clinical classifications. At the request of the Committee, a representative of the Association may be in attendance at such a meeting. Recommendations will be given due consideration by the Hospital Administrator but will not be binding on the Hospital unless mutually agreed.
Recommendations presented in writing by the Committee will be responded
to in writing by the Associate Administrator/Patient Services or the Hospital
Administrator, whichever is appropriate.

ARTICLE 16 – PROFESSIONAL DEVELOPMENT

16.1 The Hospital agrees to maintain a continuing in-service educational program
for all nurses covered by this Agreement. If a nurse is required by the
Hospital to attend in-service educational functions outside of the nurse’s
normal shift, compensation will be at the straight-time established rate of pay.

16.2 As a condition of employment, nurses covered by this Agreement will be
required to participate in a minimum of eight hours per year of in-service
education.

16.3 Notice of in-service educational programs will be posted two weeks in
advance in each nursing unit when possible.

16.4 An In-service Advisory Committee composed of three nurses elected by the
general unit shall function in an advisory capacity to the designated in-
service coordinator in planning all in-service programs.

16.5 The Hospital shall provide a written evaluation of each nurse covered by this
Agreement at least once per year for the purpose of encouraging
professional development. The evaluation will be performed by the nurse's
immediate supervisor.

ARTICLE 17 – ASSOCIATION BUSINESS

17.1 Duly authorized representatives of the Association will be permitted at all
reasonable times to enter the facilities operated by the Hospital for the
purpose of transacting Association business and observing conditions under
which nurses are employed; provided, however, that the Association’s
representatives shall, upon arrival at the Hospital, notify the Hospital
Administrator or designee of the intent to transact Association business.
Transaction of any business is to be conducted in an appropriate location.
subject to the general Hospital and clinic rules applicable to nonemployees
and is not to interfere with the work of the employees.

ARTICLE 18 – GRIEVANCE/ARBITRATION

18.1 A nurse who believes that the Hospital has violated provisions of this
Agreement is encouraged and expected to discuss the matter with the
nurse’s manager before undertaking the following steps. A grievance shall be
presented exclusively in accordance with this Article beginning with the Step
1 procedure set out at Article 18 within fourteen (14) calendar days of the
occurrence ("occurrence" is defined as the time when the alleged violation
first became known to the nurse or the Association) that gave rise to the
grievance and must be processed in accordance with the following steps,
time limits, and conditions herein set forth. If the Hospital fails to give a
written response to the grievance within the time limit specified, the
grievance may be immediately processed to the next step. If the Association
or nurse fails to process a grievance in a timely manner or fails to observe
the time limits or procedural requirements so specified herein, the grievance
will be deemed to have been dropped by the Association or nurse and may
not be resubmitted. Any deadline may be extended by express written
agreement of both the Hospital and the Association. If anyone other than the
personnel expressly identified below will attend any grievance meeting, this
information must be communicated to the other party at least three working
days before the meeting. During a nurse’s probationary period, the nurse
may present grievances under this Article to the same extent as a nurse,
except that the question of a probationary nurse’s continued employment
shall be determined exclusively by the Hospital and shall not be subject to
this Article.

18.2 Grievances may be processed during working time or nonworking time
except that employees will not be paid for processing grievances during their
working time.

18.3 These procedures can be extended by the mutual agreement of the parties.
18.4 Step 1. Within the first fourteen (14) calendar days after the occurrence, the nurse shall first take up the grievance in writing and clearly marked as a grievance with the nurse's immediate supervisor or, if the immediate supervisor is unavailable during the allotted time, with the nurse's next higher supervisor. If the aggrieved nurse requests, a unit representative or fellow unit member will be given an opportunity to be present. The meeting is to be set at a time within fourteen (14) calendar days of when the grievance is received by the Hospital and will be of mutual convenience to be set by the supervisor. If the grievance is not settled or dropped pursuant to the meeting, the supervisor shall, within fourteen (14) calendar days after the meeting ends, give a written answer to the grievant and mail a copy to the Association representative.

18.5 Step 2. If the grievance is not settled in Step 1, the nurse may appeal it by giving written notice of appeal within fourteen (14) calendar days of receipt of the supervisor's written answer to the Chief Nursing Officer who shall discuss the matter with the nurse within fourteen (14) calendar days of the appeal. The meeting will be set at a time of mutual convenience set the Chief Nursing Officer. The Chief Nursing Officer shall give a written answer within fourteen (14) calendar days after the close of the discussion and mail a copy to the Association representative.

The Association may initiate a grievance at Step 2 if the grievance negatively affects five (5) or more nurses or negatives affects two (2) or more nurses from different work units.

18.6 Step 3. If the grievance is not settled in Step 2, the Association or grievant may appeal it by giving written notice of appeal to the Chief Executive within fourteen (14) calendar days after receipt of the Chief Nursing Officer answer. The Chief Executive shall discuss the matter with the Association representative within fourteen (14) calendar days of the appeal. The Chief Executive shall give a written answer within fourteen (14) calendar days after the close of the discussion.
18.7 **Step 4.** If the grievance is not settled in Step 3, it may be appealed to arbitration by a written notice given by the Association to the Hospital within fourteen (14) calendar days after receipt of the written answer by the Hospital representative at Step 3.

18.8 If the dispute or grievance is not settled in the foregoing steps and it involves the interpretation, application, or claimed violation of any of the provisions of this Agreement, then either party may, upon written demand given to the other party within fourteen (14) calendar days after the Hospital's answer in the last step, submit the dispute or grievance to arbitration as follows:

A. The Hospital and the Association will attempt to select an arbitrator from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service. If an arbitrator cannot be agreed upon, the parties will follow the American Arbitration Association's procedures for selecting one.

B. The arbitrator's authority shall be limited to making a decision in accordance with the terms of this Agreement only. The arbitrator shall not have authority to add to, take from, or modify any of the provisions of this Agreement.

C. The cost of the arbitration is to be borne by the losing party. Any other expenses such as wages, fees, and living and traveling expenses of representatives or witnesses must be paid by the party incurring those expenses.

D. The arbitrator shall render his or her decision within 30 days after the grievance is submitted to him or her, unless the parties by mutual agreement extend that time limit.

E. The decision of the arbitrator shall be final and binding on all parties.
ARTICLE 19 – HEALTH AND WELFARE AND RETIREMENT

19.1 Laboratory examinations, when indicated because of exposure to communicable diseases at work, will be provided by Hospital, without cost to the nurse. Once each calendar year, the Hospital will provide routine blood examination (CBC) if medically necessary and ordered by a physician, at no cost to the nurse.

When expressly permitted by statute or regulation, the Hospital will disclose 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 he or she believes that he or she may have been exposed to the AIDS virus in the course of his or her duties. At the request of the nurse, subsequent tests will be offered at six weeks, twelve weeks, six months, and one year following the potential exposure to the AIDS virus. In addition, a nurse may request any treatment recommended by the Federal Centers for Disease Control, a department of Health and Human Services (the "CDC").

The Hospital agrees to pay for testing for and immunization against HBV for nurses who request it in accordance with the guidelines regarding Medical (1) published by the CDC.

To meet potential infectious exposures, the Hospital shall also make available at all times adequate face protection, full-length plastic aprons, and high-quality surgical gloves, and nurses shall use adequate protection in accordance with the guidelines regarding personal protective equipment published by the CDC.

19.2 The Association will work with the Hospital in establishing health standards for employment.

19.3 Each regular full-time nurse and regular part-time nurse may participate in the Hospital’s flexible health-and-welfare benefits program offered to a majority of the Hospital’s employees who are not in a bargaining unit, in
accordance with its terms. Relief, on-call, and temporary nurses are not eligible to participate in the program. From the program, nurses may select: (1) medical coverage (Health Reimbursement Medical Plan or Health Savings Medical Plan) and, (2) dental coverage, (3) supplemental life insurance, (4) voluntary accidental death and dismemberment insurance, (5) dependent life insurance, (6) health care reimbursement account, (7) day care reimbursement account (8) long term disability coverage, (9) short term disability, and (10) vision coverage. The Hospital will offer all such benefits directly or through insurance carriers selected by the Hospital.

19.4 For 2021, the nurses will participate in the plan, as offered to the majority of the Hospital’s non-represented employees; notwithstanding the foregoing, for 2022, the Hospital will maintain the following medical plan features as they were in 2021: (1) amount of net in-network deductible (defined as each nurse’s deductible based on coverage choice minus any Health Reimbursement Account contributions from the Hospital), (2) the percentage of employee premium contribution; and (3) the in-network out of pocket maximum.

19.5 The Hospital will make available optional long-term disability policy that covers the nurses’ income up to at least 60% and begins paying benefits after no more than 180 days of absence from work.

19.6 Nurses will participate in the Hospital’s retirement plans in accordance with their terms.

A. At the time of ratification, the retirement plans include:
  1. the Core Plan (as frozen);
  2. 401(k) Savings Plan; and
  3. the 457(b) plan
B. The Hospital shall not reduce the benefits provided in such plans unless required by the terms of a state or federal statute during the term of this Agreement.

C. The Hospital may from time to time amend the terms of the plans described in this article; except (1) as limited by B above and (2) that coverage of nurses under A above shall correspond with the terms of coverage applicable to a majority of Hospital employees.

19.7 The Hospital will make available the pharmacy discount that is available to the majority of the Hospital's non-represented employees. This discount will apply only to purchases permitted by law for nurses and their dependent immediate family members.

19.8 Nurses agree to drug, and alcohol testing as set forth at Appendix B.

19.9 Affordable Care Act.
   A. The Hospital will comply with the provisions of the Affordable Care Act (ACA) which, beginning January 2015, require employers to offer medical insurance to employees who qualify by working a certain number of hours over a particular measurement period. The Hospital will offer such medical insurance to such qualifying nurses on the same basis that it does the majority of the Hospital’s qualifying non-represented employees.
   
   B. The parties acknowledge that the Hospital may be required by law to make changes to its medical plan design to comply with the Affordable Care Act or other applicable law or regulation. The parties agree that the Hospital does not have an obligation to bargain over such changes. The Association may request interim bargaining over the impact of such changes and the employer would be obligated to bargain in good faith over the impact of such changes.

ARTICLE 20 – MANAGEMENT RIGHTS

20.1 Except as expressly abridged by a specific provision of this Agreement, the following are sole and exclusive rights of the Hospital: the management of
the means, methods, processes, materials, and schedules of operation; the
right to alter, rearrange, change, extend, curtail, or discontinue the Hospital's
operation, partially or completely; the right to determine the location of the
Hospital's business; the right to determine the size and assignment of the
Hospital's work force; the right to contract and subcontract for material,
services, supplies, and equipment; the right to establish standards of
performance and to determine whether any individual meets those
standards; the right to establish and amend Hospital rules and regulations
and require employees to observe them, as long as the rules and regulations
do not amend the intent of any other provisions of this Agreement; and the
right to suspend, demote, discipline, and discharge employees for just cause.

20.2 The foregoing enumeration of rights are not intended to be all-inclusive but
are intended to be representative of the type of rights normally inherent to the
Hospital. The Hospital's not exercising rights, powers, authority, and function
reserved to it or its exercising them in a particular way is not to be deemed a
waiver of those rights, powers or authority.

20.3 The Association recognizes this Agreement to be the minimum standard of
employment. This Agreement should not be construed to limit management's
right to compensate nurses over and above the specifications in this
Agreement. The Hospital will inform the Association representative, however,
of any application of this section when requested by the Association, but no
more often than every six months.

ARTICLE 21 – DURATION OF AGREEMENT

20.1 This Agreement will become effective upon ratification and will remain in full
force and effect through March 31, 2022, and from year to year thereafter
unless modified, amended, or terminated in accordance with the following
provisions.

20.2 If either party wishes to modify or amend any provision of this Agreement or
to terminate this Agreement, as of March 31, 2022, or any subsequent
anniversary date, notice of desire to modify, amend, or terminate this Agreement must be given by certified mail to the other party not more than 120 days nor less than 90 days prior to March 31, 2022, or any subsequent anniversary date.

20.3 If notice to modify or amend has been given, as provided above, and if the Association gives proper notice pursuant to Section 8(g) of the Labor Management Relations Act, as amended, and if no agreement has been reached by the expiration date of this Agreement, this Agreement will be considered terminated by the parties.

20.4 It is agreed that during the negotiations leading to the execution of this Agreement, the Association has had full opportunity to submit all items appropriate to collective bargaining; and that this Agreement incorporates the parties' full and complete understanding, superseding and invalidating any previous commitments of any kind, oral or written, and all prior employee and union rights and benefits not specifically incorporated in this Agreement. The specific provisions of this Agreement are the sole source of any rights that the Association or any member of this bargaining unit has to raise a grievance against the Hospital.

ARTICLE 22 – SEPARABILITY
If any provision of this Agreement is at any time declared invalid or inoperative by any court of competent jurisdiction or through government regulations or decree, that decision will invalidate only the provisions involved, not the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid will remain in full force and effect.

ARTICLE 23 – SUCCESSORS
If the Hospital shall, by merger, consolidation, sale of assets, lease, franchise, or any other means, enter into an agreement with another organization which transfers in whole or in part the existing collective bargaining unit, then such successor organization shall be bound by each and every provision of the Agreement. Hospital shall have an affirmative duty to call this provision of the Agreement to the attention of the Association.
of any organization with which it seeks to make such an agreement as mentioned, and if such notice is so given Hospital shall have no further obligations hereunder from the date of take-over.

ARTICLE 24 – NO STRIKE -- NO LOCKOUT

24.1 Neither the Association nor any of its agents or members will during the term of this Agreement cause, permit, threaten, or participate in any strike, sympathy strike, walkout, slowdown, boycott, picketing, work stoppage, refusal to work, or any other interference in any form or manner whatsoever with the operation, management, or any other function of the Hospital. The Hospital agrees that it will not lock out nurses during the term of this Agreement.

24.2 The Hospital retains the right to discharge or otherwise discipline nurses who participate in any activity listed in Article 24.1. The Association shall have the right to file a grievance; however, the sole issue of such grievance shall be limited to whether or not such nurses participated in the prohibited activity.

ARTICLE 25 – APPENDIXES

Appendix A and any successive supplements or addendums are intended to be part of this entire Agreement and are by this reference made a part hereof.
IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of this day 1st day of February 2021

Oregon Nurses Association

Brittany Foss
Executive Committee and
Bargaining Team

Pam Howard
Executive Committee and
Bargaining Team

Paula Chakowski,
Executive Committee and
Bargaining Team

Providence Hood River Memorial Hospital

Rebecca Kopecky
Chief Nursing Officer,

Timothy Welp,
ONA Labor Representative
APPENDIX A – WAGES AND DIFFERENTIALS

A.1 The following are the regular hourly rates of pay for all part-time and full-time nurses employed under the terms of the Agreement:

Year 2020: 2% ATB paid in the form of a bonus in lieu of retroactive pay in the amount of $2,000 for full-time nurses (0.9 FTE and above), $1,500 prorated by FTE for part-time and per diem nurses, less applicable withholdings.

Year 2021: Effective the first full pay period following 1/1/2021: 2.0% across the board increase.

<table>
<thead>
<tr>
<th>Year</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>$37.75</td>
<td>$38.51</td>
</tr>
<tr>
<td>After 1 year</td>
<td>$38.81</td>
<td>$39.59</td>
</tr>
<tr>
<td>After 2 years</td>
<td>$40.05</td>
<td>$40.85</td>
</tr>
<tr>
<td>After 3 years</td>
<td>$41.24</td>
<td>$42.06</td>
</tr>
<tr>
<td>After 4 years</td>
<td>$42.43</td>
<td>$43.28</td>
</tr>
<tr>
<td>After 5 years</td>
<td>$44.91</td>
<td>$45.81</td>
</tr>
<tr>
<td>After 7 years</td>
<td>$46.72</td>
<td>$47.65</td>
</tr>
<tr>
<td>After 8 years</td>
<td>$47.15</td>
<td>$48.09</td>
</tr>
<tr>
<td>After 10 years</td>
<td>$48.03</td>
<td>$48.99</td>
</tr>
<tr>
<td>After 11 years</td>
<td>$48.53</td>
<td>$49.50</td>
</tr>
<tr>
<td>After 13 years</td>
<td>$49.55</td>
<td>$50.54</td>
</tr>
<tr>
<td>After 14 years</td>
<td>$50.02</td>
<td>$51.02</td>
</tr>
<tr>
<td>After 16 years</td>
<td>$50.98</td>
<td>$52.00</td>
</tr>
<tr>
<td>After 19 years</td>
<td>$52.48</td>
<td>$53.53</td>
</tr>
<tr>
<td>After 20 years</td>
<td>$52.99</td>
<td>$54.05</td>
</tr>
<tr>
<td>After 22 years</td>
<td>$54.03</td>
<td>$55.11</td>
</tr>
<tr>
<td>After 25 years</td>
<td>$55.68</td>
<td>$56.79</td>
</tr>
<tr>
<td>After 27 years</td>
<td>$56.65</td>
<td>$57.78</td>
</tr>
<tr>
<td>After 30 years</td>
<td>$57.77</td>
<td>$58.93</td>
</tr>
</tbody>
</table>
### Casual Call

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2.00%</td>
<td>2.00%</td>
</tr>
<tr>
<td>Start</td>
<td>$44.7</td>
<td>$44.95</td>
</tr>
<tr>
<td>After 1 year</td>
<td>$45.34</td>
<td>$46.25</td>
</tr>
<tr>
<td>After 2 years</td>
<td>$46.76</td>
<td>$47.70</td>
</tr>
<tr>
<td>After 3 years</td>
<td>$48.18</td>
<td>$49.14</td>
</tr>
<tr>
<td>After 4 years</td>
<td>$49.57</td>
<td>$50.56</td>
</tr>
<tr>
<td>After 5 years</td>
<td>$50.71</td>
<td>$51.72</td>
</tr>
<tr>
<td>After 7 years</td>
<td>$52.74</td>
<td>$53.79</td>
</tr>
<tr>
<td>After 8 years</td>
<td>$53.24</td>
<td>$54.30</td>
</tr>
<tr>
<td>After 10 years</td>
<td>$54.24</td>
<td>$55.32</td>
</tr>
<tr>
<td>After 11 years</td>
<td>$54.80</td>
<td>$55.90</td>
</tr>
<tr>
<td>After 13 years</td>
<td>$55.91</td>
<td>$57.03</td>
</tr>
<tr>
<td>After 14 years</td>
<td>$56.46</td>
<td>$57.59</td>
</tr>
<tr>
<td>After 16 years</td>
<td>$57.56</td>
<td>$58.71</td>
</tr>
<tr>
<td>After 19 years</td>
<td>$59.26</td>
<td>$60.45</td>
</tr>
<tr>
<td>After 20 years</td>
<td>$59.85</td>
<td>$61.05</td>
</tr>
<tr>
<td>After 22 years</td>
<td>$61.01</td>
<td>$62.23</td>
</tr>
<tr>
<td>After 25 years</td>
<td>$62.86</td>
<td>$64.12</td>
</tr>
<tr>
<td>After 27 years</td>
<td>$63.93</td>
<td>$65.21</td>
</tr>
<tr>
<td>After 30 years</td>
<td>$65.07</td>
<td>$66.37</td>
</tr>
</tbody>
</table>

#### A.2

In addition to the regular hourly rates of pay listed above, a shift differential will be paid as follows:

- a. Evening-shift differential of $2.00 per hour for all hours worked between 1500 and 2330;
- b. Night shift differential of $6.00 per hour for all hours worked between 2300 and 0730.

#### A.3

A nurse temporarily assigned to a higher position for eight consecutive hours or more will be compensated at no less than the minimum rate of pay applicable to the higher position or one step above his or her regular rate of pay, whichever is higher.
A.4 A full-time or part-time nurse will progress to the next step on the wage scale set forth in Section A.1 at the end of the time specified, on the employee’s anniversary date. A short-hour or per diem nurse will progress according to the year-to-year wage progression set forth in Section A.1 above at the end of each anniversary date, provided that the nurse has worked at least 1,000 hours in that year. If a short-hour or casual nurse has not worked 1,000 hours during any anniversary year, advancement to the next wage step will be delayed until completion of 1,000 hours of work. Computation of 1,000 hours in the following years will commence upon completion of the prior 1,000-hour requirement.

Nurses must accumulate at least 20 hours of continuing education/department in-services annually in order to be eligible for movement to the next step set forth in Appendix A.

A.5 Each new hire will be placed on the salary schedule commensurate with the nurse’s years of experience in an acute care facility and/or in-home health and hospice.

A.6 A nurse working on a weekend will be paid a differential of $1.00 per hour.

A.7 If the Hospital or the Association becomes affiliated with a qualified credit union during the term of this Agreement and if the Hospital check-preparation service can accommodate this deduction, nurses may make contributions to the credit union through payroll deduction.

A.8 If a nurse believes that an error has been made in a paycheck, the nurse must bring the suspected error to the attention of the Hospital’s payroll department as soon as possible. The payroll department shall investigate promptly, and any amount owed to the nurse must be paid as soon as practicable. Pay stubs must show accrued annual leave and sick leave. Pay stubs must also indicate the number of overtime hours paid for the current pay period. The figures recorded on the pay stub are subject to the capabilities of the service used by the Hospital.
A.9  The Hospital will pay a 5 percent differential to any nurse who consents to serve as a preceptor as designated by the Hospital to assess the learning needs of a nurse plan the nurse’s learning program; implement the program; provide direct guidance and supervision to the nurse during the program; and, in conjunction with the nurse manager and/or designee, evaluate the nurse’s progress during the program. The differential will be paid only during those hours when the preceptor is actively training a preceptee. For purposes of this differential, a “nurse” will include a student nurse who is performing an internship or Capstone program.

A.10  Nothing in this Agreement restricts the Hospital either from offering additional incentive to a nurse applicant or from requiring the nurse to repay the cost of the incentive from the nurse’s final pay if he or she leaves the employ of the Hospital after working less than one full year.

A.11  The Hospital will contribute up to $2.00 per round trip for transportation costs as part of the wages of a nurse who lives in Washington State.

A.12  A regular, full-time or short-term bilingual nurse who has passed the language test and is properly certified under criteria solely determined by the Hospital and whose language in addition to English is one that has been approved by the Associate Administrator/Patient Services as being necessary to the efficient provision of nursing care at the Hospital and who is serving as a medical interpreter will receive on the one-year anniversary of his or her certification and annually thereafter a payment of $500. A regular part-time nurse who is so certified will receive a pro rata payment based on hours worked during the preceding 12 months. To qualify for payment under this provision, the nurse must be employed by the Hospital on each 12-month anniversary date of certification.

A.13  The Hospital will pay a regular full-time or part-time or short-hour nurse a differential of $18.00 per hour for all “open” shifts that the nurse volunteers to cover. Any nurse who is working on such “open” shift will be assigned as the “second” nurse, where possible. In the event the Hospital determines that
low-census is necessary on the operational unit to which the nurse on the
“open” shift is assigned, the nurse will have the option of floating to another
operational unit (if such floating is needed by the Hospital) or being placed on
call. Shifts are “open” for this purpose only if the Hospital has exhausted
recruits from the on-call and casual list.

This premium will apply to per diem nurses only when the Hospital needs to
fill a position that is designated as an “open shift” and only after the casual
nurse has completed his or her minimum working obligations as set forth in
Article 1.8. If a full- or part-time or short-hour nurse is called with less than six
hours’ notice and the nurse agrees to work some or all of the needed hours,
he or she will receive this premium.

An “open” shift is defined as one that is not filled when the schedule is posted
in accordance with this Agreement, sudden vacancies that occur after the
schedule has been posted (due to illness or other unforeseen circumstance),
or an additional shift that is added due to increased census or acuity.

A.14 The Hospital will make good-faith reasonable efforts to schedule assigned
call time equitably, with consideration given to relative FTE status.

A.15 The Hospital has the right to assign a nurse to float to a unit other than the
unit to which the nurse is normally assigned, except nurses currently
employed in the Family Birth Center had a one-time option in 2001 to
choose, in writing, whether to float or not.

A.16 The Hospital will pay a nurse who is required to float to a different operational
unit a differential of $2.25 per hour for all hours worked in an operational nit
other than the nurse’s normal operational unit.

A.17 The Hospital will pay a Temporary Lead nurse a differential of $3.00 an hour
for all hours worked as a Temporary Lead nurse.
APPENDIX B – DRUG AND ALCOHOL POLICY

PHILOSOPHY:
In keeping with the Hospital’s mission to create an environment of caring, the Hospital recognizes alcohol/drug dependency as a disease with serious consequences for its employees, their co-workers, and the patients who trust the Hospital for their care. Therefore, all attempts will be made, within the scope of the relevant laws, to protect the patients and co-workers and to provide a uniform method of management in dealing with the alcohol/drug-dependent employee.

OBJECTIVES:
A. To recognize that employee involvement with drugs and alcohol can have a significant impact on the workplace and can present serious risk to the employee involved, to co-workers, and to others.
B. To establish guidelines to ensure a safe, alcohol/drug-free work force.
C. To facilitate recovery of impaired employees through problem identification, intervention, and possible treatment.
D. To increase productivity, maintain quality services, reduce accidents, and lower the costs of health services.
E. To notify employees that except in limited circumstances, involvement with drugs and alcohol on the job is prohibited and that submission to drug/alcohol testing may be required as a condition of continued employment.
F. To communicate the potential consequences for violating this policy.

POLICY:
A. The Hospital is concerned about the welfare of its employees and desires a healthy, drug-free work force.
B. The Hospital will require pre-employment drug and alcohol testing.
C. Employees are subject to discipline up to and including discharge for use, possession, sale, transfer, offering, or being under the influence of alcohol or any narcotic, hallucinogen, stimulant, sedative, or drug while on Hospital premises or while on Hospital time. The following are the only exceptions to this rule: 1. An employee may possess or use as directed a drug that is prescribed for that employee by a physician and that does not impair safe or efficient job performance.

D. Alcohol may be served on Hospital grounds by physician order. For example, this exception is intended to cover the times when a family requests champagne at the birth of their child.

Alcohol may be served at social functions that are sanctioned by Hospital administration and approved by the Hospital Administrator.

At no time may an employee who uses prescribed drugs or consumes alcohol under these exceptions use these substances to the extent that he or she becomes “under the influence.”

IMPORTANT:
The conduct prohibited by this rule includes consumption of any amount of such substances during breaks or lunch periods or on the job. An employee who tests positive for any other substance regulated by this policy will be deemed “under the influence” for purposes of this rule.

A. When a manager or supervisor has reasonable suspicion that an employee has used or is under the influence of a substance regulated by this policy, the manager or supervisor will initiate an investigation in accordance with the procedures below.

B. The Hospital will not engage in random alcohol or drug testing of the general employee population.
C. Test results will be given to the department manager or nursing supervisor in the manager’s absence. If the test results are positive, a second and confirming test that has accepted scientific credibility will be performed. A record of the test results will be maintained under strict control and confidentiality in the personnel office.

D. All employees must abstain from alcohol or other substances regulated by this policy while on “on-call” status.

PROCEDURE/RESPONSIBILITY:

A. When a manager/supervisor has reasonable suspicion that an employee is under the influence of alcohol or another substance regulated by this policy, he or she will:

1. Find another member of the Hospital’s management staff to verify the suspicions or actions and document the behavior.

2. Confront the employee with the suspicion if the two managers agree that there are reasonable grounds to suspect that the employee is under the influence of alcohol or drugs. This will be done at a suitable location that will promote privacy and freedom from distractions.

3. If the employee denies using or being under the influence of a substance regulated by this policy and the manager/supervisor and second staff member both still believe the employee to be under the influence of or to have used a substance in violation of this policy:
   a. Obtain employee consent for lab personnel to collect specimen(s) for alcohol/drug testing.
   b. Lab personnel will be responsible for overseeing the specimen collection for alcohol/drug testing.
   c. Send the employee off duty after the interview and specimen-collection process.
d. Arrange transportation for the employee to his or her home. A taxi may be called, if necessary, at Hospital expense. If the test is negative, the employee will be compensated for the loss of any scheduled work time on the shift from which he or she was sent home at the rate of double time and for the remainder of any other scheduled lost time at the rate of time and one-half.

e. Refer information on the incident and subsequent testing to the personnel director as soon as possible.

4. If the employee does not consent to a drug test:
   a. Provide/arrange transportation home for the employee immediately.

   b. At the earliest opportunity, contact the personnel director and proceed with disciplinary action, up to and including termination, based on observable behavior and/or refusal to consent to a drug test.

B. Results of the tests will be forwarded to the personnel director.

C. If the Hospital determines from test results or from an employee admission that the employee used or was under the influence of a prohibited substance or violated this policy in any other way, appropriate disciplinary action will be taken.

D. The employee will be allowed to provide evidence of prescription usage. Discipline may be imposed for improper use of a prescription drug or for use of a prescription drug that impairs safe or efficient work performance.

E. Although the Hospital recognizes that alcohol and drug abuse can be successfully treated and is willing to work with an employee who may suffer from such a problem, it is the employee’s responsibility to seek assistance before the Hospital begins investigatory or disciplinary actions against the employee. Once the Hospital has begun investigatory or disciplinary procedures, the employee’s willingness to seek assistance with a substance-
abuse problem will not “excuse” the violation and generally will have no
bearing on the determination of an appropriate penalty. The Hospital will take
strong action against employees who do not seek treatment on their own. If
an employee believes that he or she has a problem involving the use of
alcohol or drugs, the employee should ask a supervisor or the personnel
director for assistance. In the case of such a request:
1. The employee will ordinarily be referred for assessment and referral to
   an appropriate program, or directly to a substance abuse program.
2. A medical leave of absence will take effect if the employee so
   chooses.
3. A “Performance Contract” (copy attached) must be signed before the
   employee returns to work.
4. If the employee refuses treatment, the employee may be terminated.

F. It is recognized that, consistent with medical ethics and Hospital standards, it
   is appropriate for an employee to responsibly express a concern over the
   possible violation of this policy by another employee.
EMPLOYEE CONSENT TO URINE TESTING FOR ALCOHOL/DRUGS

I, ______________________________, hereby authorize Providence Hood River Memorial Hospital personnel to collect urine specimen(s) for testing for alcohol and/or drug levels.

1. I understand that the specimen will be sent to ______________________________, for testing.

2. I hereby authorize ______________________________, to furnish the test results to Providence Hood River Memorial Hospital.

3. I understand and agree that ______________________________, is not responsible for the consequences of this information being given to Providence Hood River Memorial Hospital.

4. Release of these test results to any other party will require a further specific written consent by me. I HAVE TAKEN THE FOLLOWING PRESCRIPTION AND OVER-THE-COUNTER MEDICATIONS WITHIN THE LAST TWO WEEKS:

5. I certify that this is my urine specimen, that I have initialed my custody seal, and that I have applied this seal to my urine specimen(s).

DATED: _________________________________

Signature: __________________________________________________

Witness: ___________________________________________________

NOTE: Refusal to sign this consent form without qualification or refusal to give the above requested sample may result in disciplinary action up to and including dismissal.
PERFORMANCE CONTRACT AGREEMENT TO CONDITIONS OF CONTINUING
EMPLOYMENT

I, ______________________________, understand that my reinstatement to
employment by Providence Hood River Memorial Hospital is based on the following
terms:

1. I accept admission to an alcohol/drug recovery program.

2. I recognize the importance of the involvement of my spouse and adult
children in my recovery program.

3. I will comply with all of the program requirements to their successful
   conclusion.

4. I recognize the adverse impact that working overtime may have on my
   recovery and waive my rights to assignment to overtime.

5. I understand that my previous job performance warrants close supervision for
   a minimum of six months upon return to work, and I will accept such
   supervision as a constructive part of my recovery.

6. I understand that upon return to the workplace, I must meet all established
   standards of conduct and job performance and that I will continue to be
   subject to the Hospital’s disciplinary procedures for any failure to meet these
   standards. I understand further that I must comply with the Hospital’s Drug
   and Alcohol Policy.

7. I agree that for six months following the date below, I will be subject to a
   random drug-screening procedure. This will be done at the discretion of my
   manager/supervisor.

8. I understand that I will be subject to the terms of this Performance Contract
   until I have completed at least six months of work. Upon completion of six
   months of work, my manager will review my job performance and recovery
progress and determine whether the terms of this Performance Contract will be removed or continued for a maximum of 30 additional days.

9. I understand that if I am a union-represented employee, a copy of this Performance Contract will be provided to the union.

I understand and agree that my reinstatement and continued employment are contingent upon my satisfactorily meeting all the above terms of this Performance Contract and that my failure to do so relinquishes all defenses on my part and subjects me to immediate termination of my employment with Providence Hood River Memorial Hospital.

DATED: ______________________________,

Signature: ______________________________
LIST OF POSITIVE CUTOFF LEVELS AND DETECTION TIMES FOR DRUGS OF ABUSE IN URINE:

<table>
<thead>
<tr>
<th>SUBSTANCE</th>
<th>EMIT SCREEN</th>
<th>CG/MS CONFIRMATION</th>
<th>DETECTION TIMES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amphetamines</td>
<td>300 ng/mL</td>
<td>500 ng/mL</td>
<td>2-3 days</td>
</tr>
<tr>
<td>Methamphetamines</td>
<td>1000 ng/mL</td>
<td>500 ng/mL</td>
<td>2-3 days</td>
</tr>
<tr>
<td>Barbiturates</td>
<td>300 ng/mL</td>
<td>250 ng/mL</td>
<td></td>
</tr>
<tr>
<td>Secobarbital</td>
<td></td>
<td></td>
<td>1-2 days</td>
</tr>
<tr>
<td>Phenobarbital</td>
<td></td>
<td></td>
<td>10-14 days</td>
</tr>
<tr>
<td>Benzoylecognine (cocaine metabolite)</td>
<td>300 ng/mL</td>
<td>150 ng/mL</td>
<td>10-14 days</td>
</tr>
<tr>
<td>Opiates</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>cocaine</td>
<td>300 ng/mL</td>
<td>300 ng/mL</td>
<td>2-4 days</td>
</tr>
<tr>
<td>morphine</td>
<td>300 ng/mL</td>
<td>300 ng/mL</td>
<td>2-3 days</td>
</tr>
<tr>
<td>THC (as metabolite)</td>
<td>100 ng/mL</td>
<td>15 ng/mL</td>
<td>variable</td>
</tr>
<tr>
<td></td>
<td>50 ng/mL</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>20 ng/mL</td>
<td>15 ng/mL</td>
<td></td>
</tr>
<tr>
<td>PCP</td>
<td>25 ng/mL</td>
<td>25 ng/mL</td>
<td>2-3 days</td>
</tr>
<tr>
<td>Propoxyphene</td>
<td>300 ng/mL</td>
<td>250 ng/mL</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX C – HOME HEALTH AND HOSPICE NURSES

Because home health and hospice nurses ("HH&HN"s) are covered by the Agreement and their schedules are sufficiently different from those of Hospital nurses, the Hospital and the Association agree as follows:

A. Workday/Work Week. The workday for HH&HNs will be ten (10) hours paid at the nurse’s regular rate. Eight (8) hours of each workday will be for scheduled appointments, travel, telephone calls and charting and two (2) hours will be set aside for travel, telephone calls, and charting only. If a nurse is asked to make an unscheduled patient visit/appointment outside of HH&H business hours of 8:00 a.m. to 4:30 p.m., but before the nurse has performed ten (10) hours of work for the work day, the nurse will be paid at the call out rate described in this Appendix in Letter E. The work week will be 40 hours.

B. Telephone. Each HH&HN shall maintain a telephone log and will be paid each pay period at the HH&HN’s regular straight-time rate or overtime rate for time spent on the telephone.

C. Shift Differential. HH&HNs will receive evening differential after 6:30 p.m. and night differential after 11 p.m., with weekend differential on the weekends.

D. Schedule. The HH&HN schedule (days to be worked) will be posted one full month in advance and may be modified by the Hospital in accordance with Section 4.6 of this Agreement.

E. Standby/Call Out. If an HH&HN is called out to an unscheduled patient visit while on standby call, the HH&HN will be paid time and one-half premium with a two-hour minimum. The two-hour minimum applies to each such call-out. The time and one-half premium will not be pyramided if two-hour call-out periods overlap. If an HH&HN agrees to take an unscheduled appointment while not on call/standby, the HH&HN will be paid at his or her regular straight-time rate.
**F. Overtime.** An HH&HN will receive overtime for all hours worked over ten (10) hours per day or over 40 hours (including travel time) in a week.

**G. Travel Time.** The HH&HN shall maintain a travel log and will be paid each pay period at the HH&HN’s regular straight-time rate for actual time spent in travel. When travel time occurs during call-out/on-call, it will be counted as part of the two-hour minimum and paid at the time and one-half rate. Travel time is to be included in calculating overtime after 40 hours in a workweek ten (10) hours per day or after 40 hours in a work week.

**H.** A usual HH&HN shift is 10 hours as specified in Paragraph A above, but the if the nurse and the Hospital agree, shifts of four (4), eight (8), nine (9) or ten (10) hours in length may be scheduled to accommodate hospital or HH&HN needs. In instances of shifts of less than 10 hours overtime will still be paid after ten (10) hours of work as is specified in Paragraph A above.

**I.** Any Home Health or Hospice nurse who is required to maintain a Washington State Nursing License will be provided an additional $100 in annual continuing education compensation beyond provided in Article 11.
APPENDIX D – MASTER SCHEDULES

A. The Hospital and the Association recognize that a master schedule for each unit will be beneficial to both parties.

1. A master schedule is defined as one that consists of regular schedules that have a regular pattern of days of the week and weekends to work, including call shifts for units that have regularly scheduled call, and variable schedules where there is no regular pattern. It is understood that, each nurse will work a fair share of weekends and call shifts in a scheduling period or month as determined by the unit-based staffing committee.

2. When formulating or changing the master schedule, the Hospital and the Association will present for discussion schedules that each finds workable, and the Hospital will get nurses’ input in formulating the schedules.

3. Whenever the Hospital formally meets with a nurse about forming a master schedule, the Association team will be notified, and a member will be invited to attend.

B. The Hospital will find recruits to fill openings in the master schedule created by annual leave, bereavement, jury duty, and sick days on the schedule.

C. The Hospital will not find replacements for single days of annual leave after the schedule has been posted; the nurse whose master schedule will be affected will be responsible for finding a qualified replacement nurse whose working that shift will not require overtime pay.

D. Master schedules will be altered by the Hospital to rotate holidays in accordance with Article 5.2.

E. Each unit will have a member of its unit-based staffing committee also serve on the Hospital Staffing Committee.
F. Copies of each unit’s master schedule will be forwarded to the Hospital Staffing Committee. Each unit’s master schedule will become an addendum to each unit’s individual staffing plan.

G. To allow for some flexibility in scheduling and to provide coverage when other nurses are absent (leaves of absence, sick leave, annual leave, etc.), the Hospital will have the right to have a limited number of FT or PT nurse positions on each unit that do not have a regular or pattern schedule. That number will be agreed to by both the Hospital and the nurses on the unit.

H. When a position with a schedule is vacated, and the schedule is not being changed, the nurse manager will notify the unit of the opening via the unit’s primary method of communication and the position will remain “open” for 7-10 days. Any staff interested in filling such a vacated position should notify the manager in writing within the 7-10 day “open” period. The position will be filled based on the provisions of Article 12-Seniority.

I. **Vacated Schedules.** When a position with a regular schedule is vacated the nurse manager and members of the unit-based staffing committee may evaluate the needs of the unit and may alter the vacated regular schedule to meet patient and operational needs of the unit. An alteration to a vacated regular schedule position may be made by the unit manager to meet departmental needs and can also be proposed by a nurse or a group of nurses. The position will be posted in accordance with letter H of this Appendix.

J. If an opening on the master schedule cannot be filled by recruitment efforts within the seven to ten-day open period, the manager and the unit-based staffing committee may propose an alternative schedule. The new schedule will be filled in accordance with letter H of this appendix.

K. If an individual nurse or a group of nurses feels the master schedule on their unit requires alteration, he or she should approach his or her manager and the unit-based staffing committee. If the manager and the unit based staffing
committee believe the proposed change or changes will best serve the unit’s operational needs then the proposed change or changes will be presented to the unit staff at a staff meeting or at the unit’s primary method of communication. Changes will be implemented subject to agreement of the Unit Manager and any nurses whose schedule will change, and the majority of the nurses on the unit. Staff will have 14 days from the presentation of the proposed change to signify their agreement or disagreement or forfeit their right to participate in the process. The unit's staffing committee will sign off on the updated master schedule. A copy will be forwarded to the Hospital Staffing Committee.

Once a nurse has bid into a position or is placed on a regular schedule he or she will not be required to move to a position without a regular schedule.

If the unit-based staffing committee cannot come to consensus and/or decision, a proposal will be made to the Hospital Staffing Committee for review and consideration.
APPENDIX E - CERTIFICATION

A. Certification Differential.

1. A nurse who meets the requirements of this section shall receive a $2.25 per hour certification differential.
   a. The nurse must have a current nationally recognized certification on file with the Hospital for the area where the nurse works a significant number of hours. Eligibility for the certification differential will cease beginning with the first full pay period following the expiration date of the certification, unless the nurse submits proof to the Hospital of certification renewal before that date. If the proof is submitted to the Hospital after that date, the certification differential will be resumed beginning with the first full pay period following the submission.

   b. A nurse will be deemed to have worked a significant number of hours in the area if at least one-half of the nurse’s hours worked are in that area. The Hospital may, in its discretion, determine that some lower portion of hours worked in an area qualifies as a significant number of hours worked for the purpose of this section.

   c. Only one (1) certification and one (1) certification differential will be recognized at a time for the purposes of this section. Nurses with multiple recognized certifications will receive certification differential for only one (1) at a time.

   d. The Hospital will specify no less than one (1) to be recognized for each of the following areas: med/surg, day/surg, float, surgery, critical care, IV therapy, emergency, maternity, recovery, orthopedics, neuroscience, psych, and kidney dialysis. The IBCLC certification will also be recognized under this section for the family maternity area and will replace all other premiums for such certification or expense.
B. Tuition for Classes to Obtain Certification. The Hospital will reimburse nurses for up to a total of $500 ($300 for part-time nurses) for (a) the cost of the tuition or registration fees necessary to take classes to obtain certifications; or (2) expenses incurred related to courses or exams necessary to obtain certification (such as travel or exam fees). A nurse will be entitled to such reimbursement only for a certification that is relevant to the position in which the nurse spends the majority of his or her work hours. Reimbursement will be paid after the nurse provides proof of certification.
APPENDIX F - CALL IN AND STAND-BY PAY

A. Call in and Stand-by pay.

1. Nurses on stand-by call will be paid a differential of $5.00 per hour. Ten percent of all scheduled stand-by call hours will be counted as hours worked for purposes of accruing benefits, seniority, and step increases.

2. The Hospital will pay a regular full-time, part-time, or short-hour nurse a differential of $11 per hour for all “stand-by call, low-census open shifts”.

3. Any nurse on stand-by call who is called in to work will be paid time and one-half the nurse’s regular hourly rate for all hours worked when called in to work, regardless of the number of hours worked during the nurse’s regular shift. A nurse will be paid for a minimum of two hours under this section when called in, regardless of the number of hours worked.

4. The Hospital will make good faith reasonable efforts to schedule assigned call time equitably. (Per diem nurse stand-by call is described in Article 1.9.)

B. Call in and call pay in Surgical Services.

1. Nurses on stand-by-call in Surgical Services will be paid a differential of $5.00 per hour. Ten percent of all scheduled on-call hours will be counted as hours worked for purposes of accruing benefits, seniority, and step increases.

2. The Hospital will pay a regular full-time, part-time, or short-hour nurse in surgical services a differential of $11 per hour for all “Standby-call, low-census open shifts”.

3. Any nurse on stand-by call who is called in to work will be paid time and one-half the nurse’s regular hourly rate for all hours worked when
called in to work, regardless of the number of hours worked during the nurse’s regular shift. A nurse will be paid for a minimum of two hours under this section when called in, regardless of the number of hours worked.

4. The Hospital will make good faith reasonable efforts to schedule assigned call time equitably. (Per diem nurse standby call is described in Article 1.9.)

5. Nurses who are called in will be afforded an opportunity for adequate rest at a minimum of eight (8) hours before reporting to work for their next scheduled shift. If the employer cannot provide for adequate rest, the nurse will be paid time and a half for all hours worked on his or her scheduled shift following the hours actually worked due to call (call in).
APPENDIX H - INFUSION SERVICES PATIENT

COVERAGE ON THE WEEKENDS

Nurses who are required to care for infusion patients on the weekend (Saturday and Sunday from or between the hours of 8:00 a.m. to 5:00 p.m.) will be paid for a minimum of two hours or their actual hours worked beyond two hours, whichever is greater, at one and a half times their straight time rate.
LETTER OF AGREEMENT ON TASK FORCE FOR HEALTH INSURANCE

The parties acknowledge and agree that there is a shared interest in engaging employees in their own health and the impact of their health management on the insurance program offered by the Hospital. Toward that end, the Hospital agrees that it will include 2 nurses selected by the Association and one representative from the Association to review the medical insurance provided by the Hospital. The Task Force will meet at least quarterly.

The purpose of this committee is to review relevant data and provide input and recommendations to the Hospital as to whether the insurance program is achieving the goal of improved wellness of employees and reduction in associated costs. The work of the Task Force could also include, e.g., an assessment of whether the anticipated cost increases were realized, whether there are plan design elements that might positively affect the cost of the most common diseases or reasons for utilization, etc. The parties further agree that if Providence creates a regional committee or task force (that is created to include employees at multiple Providence facilities in Oregon); the representatives on the Hospital’s Task Force will be included in that regional Task Force.

This Task Force will jointly make recommendations for plan design. The Task Force will not, however, have the authority to negotiate or to change the terms of the contract.
LETTER OF AGREEMENT ON CHARGE NURSES

The parties agree that if the Hospital creates or posts charge nurse positions or lead nurse positions, the Hospital will not challenge their status as bargaining unit nurses based on the National Labor Relations Board ruling in Kentucky River, for the term of the collective bargaining agreement.
LETTER OF AGREEMENT – DISTRIBUTION OF THE STANDBY/CALL OBLIGATION IN SURGICAL SERVICES

The Hospital and the Association agree that they will establish the standby/call schedule utilizing the principals of Appendix D Permanent Schedules.
LETTER OF AGREEMENT ON PAYMENT OF FLOAT PAY
IN OPERATIONAL UNITS

The following nurses for the remainder of their employment with the Hospital will earn the float differential described in Appendix A Number 16 when they float (in the case of the ACU nurses when they float to the ICU or in the case of ICU nurses when they float to the ACU).

ACU   ICU
• Monica Bassett
• Lisa Mauroni
• Judy Oberg
• Linnaea Schmid
LETTER OF AGREEMENT ON HIRING PREFERENCES FOR OTHER PROVIDENCE NURSES

The parties recognize and agree that it is a unique experience to work in Oregon as a nurse in an acute-care facility that adheres to the mission and core values of Providence. In recognition of that unique experience tied to the mission and core values of Providence, the Hospital agrees that nurses who are otherwise in good standing with a separate Providence employer in Oregon and who have been laid off from such employment within the prior six months and who apply for an open position will be hired over other external applicants, provided that the Hospital determines in good faith that such nurse is qualified for the job.

For purposes of this Letter of Agreement, “good standing” includes: (1) the nurse has not received any corrective action within the previous two years; (2) the nurse has not received an overall score of “needs improvement” or lower at any time in the last two years; and (3) that the nurse has not engaged in any behaviors or misconduct that would have reasonably resulted in corrective action from the time of the announcement of the layoff until the time of the nurse’s application for employment following the announcement of the layoff provided that such behaviors or misconduct is documented in writing in the nurse’s personnel file and communicated in writing to the nurse.

In any case where there are more qualified applicant nurses from other Providence employers than there are open positions at the Hospital, the Hospital will select the nurse with the earliest Providence hire date, unless another nurse is substantially better qualified.

This agreement will only be honored for Providence nurses with a different Providence employer when a similar agreement with regards to hiring exists in the association contract if any of that nurses former Providence employer.
LETTER OF AGREEMENT – HEALTH CARE UNIT RESTRUCTURING

The parties recognize that the Health Care Industry is now undergoing an unprecedented level of change, due in part to the passage and implementation of the Affordable Care Act. One possible effect of that change is that employers throughout the industry are considering how best to restructure their care delivery models to best provide affordable health care to their patients and communities. This may include the moving or consolidation of health care units from one employer to another, including to this Hospital. In an effort to minimize disruption to the delivery of patient care and to ease the way of groups of new nurses who may be joining the Hospital, the parties agree as follows:

A. A health care unit restructure is defined as the moving or consolidation of an existing health care unit or units from another employer (either from another Providence employer or from outside Providence) to the Hospital campus as defined in this Agreement.

B. In the event of a health care unit restructure, the Hospital will, if possible, give the Association 45 days’ notice to allow adequate time to discuss concerns and transition plans and bargain over any items not addressed in this Letter of Agreement or in the parties’ collective bargaining agreement. If the Hospital cannot, in good faith, give 45 days’ notice, it will give the Association as much notice as is practicable.

C. The Hospital will determine the number of positions that the restructured health care unit or units will have.

D. In the event of a health care unit restructure, the nurses joining the Hospital from the other employer will have their seniority calculated in accordance with Article 12 as if they had worked at the Hospital. To the extent that such nurses do not have a record of hours worked, the parties will meet to agree upon a system to calculate the nurses’ seniority based on the other employer’s existing seniority system (if any), an estimate of hours worked, or on the nurses’ years worked for the other employer. The Association may revoke this Paragraph (D) regarding seniority if the other employer does not offer a similar agreement or policy with regard to health care unit
restructuring with regard to giving Hospital nurses, hired by the other employer in the event of a health care unit restructure, reciprocal seniority.

E. If new positions result from the restructure, nurses from the unit or units affected by the restructure will be given the first opportunity to apply for those newly created positions. The job bidding and posting processes for such position will adhere to the seniority and job posting provisions of Article 12 – Seniority and the interdepartmental transfer provisions of Article 13 Job Bidding, section 13.1(B). Any positions not filled by nurses from within that unit will then be posted and offered to other Hospital nurses consistent with Article 13.

F. If as a result of a health care unit restructure there are any position reductions or eliminations at the Hospital, those will be handled according to Article 12 – Seniority and Layoff, however any layoff will take place first among any nurses hired following the restructure and who are still in their probationary period, followed by those nurses who joined the Hospital under the provisions of this Letter of Agreement, then finally among nurses who were employed by the Hospital at the time of the restructure.

G. The newly restructured unit or units at the Hospital will comply with all other provisions of the contract including Article 4 and Appendix D, though in the case of Appendix D a restructure as is contemplated in this Article will trigger the revision of the schedule as follows: Nurses’ existing master schedules will be retained in the restructured unit as far as is feasible. If not, all nurses’ master schedules can be retained, preference will be given to nurses’ master schedules in seniority order. Any changes to the remaining nurses’ master schedules will then be determined using the process set forth in Appendix D, Section K.

H. Nurses’ wage rates will be set in accordance with the provisions of Appendix A, including the provisions regarding experience and placement on wage steps. If as a result a newly hired nurse would be paid a rate less than he/she was paid at the nurse’s prior employer, the Hospital will meet with ONA to
discuss options, with consideration given to both the economic impact on the
nurse and internal equity among the wage rates for existing nurses in the
bargaining unit. All differentials will be paid to the nurse in accordance with
Appendices A, C, E and F of the parties’ collective bargaining agreement.

I. This Agreement will only be binding for Providence nurses with a different
Providence employer when a similar agreement with regard to health care
unit restructuring exists between the Association and the other Providence
employer.
MEMORANDUM OF UNDERSTANDING – UNIT SCHEDULING

In order to meet patient care needs and offer nurses a better work-life balance, the parties agree that for a trial period of twelve (12) months following ratification of this Agreement, each unit-based staffing committee may create an alternative process for scheduling variable nurses and posting schedules in accordance with Section 4.6 (A) and Appendix D. Nurses will work with their manager to find time to work on scheduling.

Any alternative process must be subject to vote and supported by at least 75% of the nurses on the unit who vote. Staff will have fourteen (14) days from the presentation of the proposed change to signify their agreement or disagreement or forfeit their right to vote. The process will be inclusive to staff who are on leave or other time off. The process must then be approved by the unit manager, who will not unreasonably withhold approval. In order to receive approval, the alternative process must provide for manager approval of each final schedule. Any such approved alternative process will replace the process set forth in Section 4.6 of this Agreement. The unit-based staffing committee will report the unit’s alternative process to the house-wide staffing committee and provide quarterly updates on the process to the house-wide staffing committee.

At the end of the twelve (12) month trial period, the nurses of each unit will meet with the unit manager to evaluate the alternative process. If a majority of the nurses and manager agree, the alternative process may at that point be permanently adopted. At any point during the twelve (12) month trial period, a majority of nurses on the unit or the unit manager can revert to the scheduling process set forth in Section 4.6 of this Agreement.
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 PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL January 1, 2021
through March 31, 2022.

____________________________________  __________________________________
Signature:  Today’s Date:

______________________________________________________________
Your Mailing Address:

______________________________________________________________

Home Phone:  Work Phone:

Email:

Unit:  Shift:

______________________________________________________________