COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

BAKER CITY ALLIED HEALTH WORKERS

December 4, 2020 through October 31, 2022
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This Agreement between the Oregon Nurses Association, herein called "Association," and Saint Alphonsus Medical Center-Baker City, herein called "Hospital."

WITNESSETH

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 technicians employed by it. This Agreement is entered into effective the first pay period following ratification unless otherwise specified in this Agreement. This Agreement will remain in effect until October 31, 2022 and from year to year thereafter until the Association or Hospital modifies or terminates this Agreement by giving unto the other party notice in writing of its intention to do so no less than ninety (90) days prior to October 31, 2022, or of any succeeding October 31 anniversary date thereafter.

ARTICLE 1. RECOGNITION AND MEMBERSHIP

1.1 The Hospital recognizes Association as the collective bargaining representative with respect to rates of pay, hours of work and other conditions of employment as set forth in this Agreement for a bargaining unit pursuant to NLRB Case 19-RC-250648: composed of all full-time, regular part-time and per diem Certified Surgical Techs, CT Techs, CT Leads, Mammography Techs, Medical Laboratory Technician I's, Respiratory Therapists, Respiratory Therapist Leads, and Ultrasound Techs employed by the Employer at its acute care facility located at 3325 Pocahontas Road, Baker City, Oregon; but excluding all other non-professional employees, professional employees, physicians, registered nurses, business office clerical employees, skilled maintenance employees, confidential employees, managerial employees, and guards and supervisors as defined by the Act.

1.2 This recognition shall not be interpreted to limit non-bargaining unit members from performing unit work also performed by techs in the bargaining unit. At no time shall a position be reclassified or covered to/by non-bargaining unit members for the sole purpose of eliminating the position from the bargaining unit.

1.3 Membership-

A. Membership or fair share obligation. If a bargaining unit tech fails to exercise one
of the options described below for non-membership, the tech shall have 90
calendar days following their start date to join the ONA or commit contractually to
pay the ONA the equivalent of union dues as a fair share contribution.

B. Opt-Out Options: 1.) New Hires- Techs hired into the bargaining unit after the
date of ratification of the contract, may opt out of membership or fair share
contribution by written notice to the ONA, by mail or email, post-marked within 30
calendar days from the date of employment indicating the tech’s decision not to
join or pay fair share to the ONA. Tech's who fails to opt-out by the process
described will have 30 calendar days from the last date of the 90-day opt-out
period to join the ONA or commit contractually to pay the ONA the equivalent of
union dues as a fair-share contribution.

C. Religions Alternative for Techs Who Have Not Opted Out: Bargaining unit techs
who as a result of their membership in a religious body which holds a bona fide
teaching tenet contrary to ONA membership, who do not opt out of the
membership or fair-share obligation otherwise in place, may make payment in
lieu of the Association's regular membership dues to a non-religious charity
mutually agreed upon by the nurse and the Association. It is agreed by the ONA
that one acceptable charitable option is the Saint Alphonsus Medical Center
Foundation, if designated by the tech. Such payments are to be made on a
regular monthly basis or in advance, and the receipts are to be sent to the ONA.

Payments are to be made on a regular monthly basis or in advance, and receipts
sent to the Association. To be eligible for the religious exemption explained
above, the employee must provide a letter to the Association, signed by a leader
of the church or religious body to which the employee belongs stating:
“Contributions to organizations such as the Association are in conflict with tenets
or teachings of the church or religious body to which the employee belongs.”

1.4 During the term of this agreement, the Hospital will deduct Association
membership dues from the salary of each employee who agrees to such
deductions and who submits an appropriately signed authorization form that is
subsequently submitted to the hospital. When filed with the Employer, the
authorization form will be honored in accordance with its terms. Such deductions
shall be made from each biweekly paycheck and be remitted to the Association with a list of employees from whom the deductions were made. Any changes in the calculation of dues deducted under this section must be within the Saint Alphonsus’ existing payroll system capabilities.

Within thirty (30) days after the execution of this Agreement, and quarterly thereafter, the Hospital shall provide the Association with a master list of all employees who are subject to the provisions of this Agreement, giving the names, addresses, phone numbers, FTE, department, license or certificate number (as reflected in hospital records), date of birth, and date of hire. A list of transfers into and out of the bargaining unit, new hires, and terminations will be provided to the Association on a monthly basis. Bargaining unit employees have the ongoing responsibility to provide the Hospital with current addresses and phone numbers.

1.5 The Association shall indemnify and hold the Hospital harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of or by reason of action taken or not taken by the Hospital for the purpose of complying with any of the provisions of this article or in reliance of any assignment furnished the Hospital by any employee under Section 1.4 of this Article.

1.6 New Hire Orientation. During their initial orientation period, time will be made available to advise new hires on the existence of the collective bargaining agreement. This time may be in person or virtual. To the extent possible, this will be during a reasonable time during the first week of employment. ONA presenters will not be on time paid by the Hospital. The Hospital agrees to remain neutral, neither recommending membership nor non-membership to newly hired employees. They will make known to newly hired employees the existence of the union.

1.7 The Association will notify the Hospital of the names of the local officers of the Association.
ARTICLE 2. MANAGEMENT RIGHTS:

2.1 The Hospital retains all the customary, usual and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the Hospital or any part of it. The Hospital retains all power and authority not specifically abridged, delegated, or modified by a specific provision of this Agreement. Such retained rights and prerogatives include, but are not limited to, the right and prerogative to:

a. Direct employees.

b. Hire, promote, transfer, assign and retain employees in positions, and suspend, demote, discharge or take other disciplinary action against employees for just cause.

c. Relieve employees from duties because of lack of work or other legitimate reason related to operation of the Hospital, patient census, or any other business reason.

d. Maintain the efficiency of Hospital operations.

e. Determine the methods, means and personnel by which operations are to be conducted.

f. Take appropriate action as necessary to carry out the mission of the Hospital.

g. Determine reasonable schedules of work and establish the methods and processes by which such work is performed.

h. Determine the need for, and assign employees to, educational and training programs, on-the-job training, and other educational activities.

i. Determine issues related to long-range planning, the application of Hospital capital and other resources, including the right to liquidate, merge, or transfer such resources as the Board of Directors may determine.
2.2 Nothing in the Agreement will be construed to limit the right of the Hospital to establish rules and procedures which are not in conflict with a specific provision of this Agreement.

2.3 In the event the Employer decides to subcontract unit work and the contract will reduce the hours available to employees covered by this Agreement, the Employer will give the union at least thirty (30) days advance written notice. During this notice period, the Employer and Union will meet to discuss and consider alternatives to contracting out the work.

2.4 All rights not expressly contracted away by a specific provision of this Agreement are solely retained by the Hospital. The failure of the Hospital to exercise any function, power, or right reserved or retained by it shall not be deemed to be a waiver by the Hospital of its right to exercise said power, function, authority or right at a future date, or to preclude the Hospital from exercising same, so long as it does not conflict with any express provision of this Agreement. All of those rights of management specified above or usually and customarily vested in management may not be ignored or impaired, even if the parties agree to submit a dispute to arbitration.

ARTICLE 3. DEFINITIONS AND EMPLOYEE CLASSIFICATIONS

3.1 Definitions

3.1.1 “Technical Employee, Tech, Technician, Therapist, Technologist” is defined as an employee covered by the recognition clause currently employed by the Hospital who is responsible for the direct and/or indirect care of patients. The Hospital agrees not to assign supervisory duties to bargaining unit members on a permanent basis.

3.1.2 “Continuous Employment” is defined as the period from the most recent date of hire without a break in service.

3.1.3 “Anniversary Date” of employment shall be in the month and date on which employment began. In the event the employee terminates and is rehired, the “Anniversary Date” shall be the date upon which the employee is rehired into the unit. In the event the employee is rehired within one
year of termination, the original hired date shall apply for vesting and
accrual purposes.

3.2 Classifications

3.2.1 “Full-Time Employee” is defined as an employee who is regularly
scheduled to work at least seventy-two (72) hours per pay period.

3.2.2 “Part-Time Employee” is defined as an employee who is regularly
scheduled to work less than seventy-two (72) hours per pay period but at
least thirty-two (32) hours per pay period.

3.2.3 “Temporary Employee” is defined as an employee employed for a specific,
limited duration of six (6) consecutive months or less in the event no full-
time or part-time employees are available. Anyone who works under
temporary status for more than 180 days will be reclassified as a regular
employee. Date of hire shall be considered that date the employee was
first hired as a temporary employee. Temporary employees will not be
eligible for benefits. Any applicable benefits shall begin accrual on the
date the employee was reclassified; however, the time spent as a
temporary employee shall count towards years of service for benefit
accrual.

3.2.4 “PRN Employee” is an employee hired to cover vacations, sick leave, or
unforeseen needs and is not regularly scheduled to work. A PRN
employee is employed to work on an intermittent basis as needed. A PRN
employee without a permanent assignment must be available to work at
least 8(eight) shifts in a six (6) month period to retain status as a PRN
employee. A PRN employee shall indicate their availability to the Hospital
on a monthly basis. Low census days shall count as days worked for
purposes of this section. A PRN employee does not accrue benefits.
Termination of employment may result if a PRN employee is unavailable
for work or has not worked during the six-month period.
ARTICLE 4. EQUALITY OF EMPLOYMENT OPPORTUNITY

4.1 Race, color, religion, gender, sexual orientation, or national origin shall not be considered in hiring, placement, promotion, salary determination, or other terms of employment of Technicians/technologists or therapists employed in job classifications covered by this Agreement.

4.2 There shall be no discrimination by the Hospital against any employee on account of membership in or lawful activity on behalf of the Association, provided it does not disrupt the daily routine of the Hospital or disrupt patient care. An employee shall not conduct Association business in patient care areas or use Hospital equipment, supplies, or technologies for Association business to the same extent that non-union employees are limited use and access during work time for personal business.

ARTICLE 5. COMPENSATION

5.1 Salary Schedule

5.1.1 The wage scales are set forth in Appendix A.

5.1.2 The Hospital may increase salaries without prejudice to this Agreement. The Hospital, however, shall notify the Association of the time such action is taken.

5.1.3 Implementation Date: Wage increases, longevity steps and increases in other forms of compensation set forth in this Agreement shall become effective at the beginning of the first full payroll period on or after the calendar date designated. If no such designation is made, they will take effect the first full payroll period following ratification of the Agreement.

5.2 Hiring Increments: Employment of an employee who had prior experience in their field shall be governed by the following provisions:

5.2.1 Employees with less than twelve months of relevant experience will be hired at the beginning salary.
5.2.2 Employees with more than twelve months of relevant experience as determined by Administration will be hired at the salary increment which reflects their current and continuous experience.

5.3 Wage Adjustments

5.3.1 An employee who has completed a year of service by October 31 of each year beginning 2020, will be eligible to move to the next step as shown in the Salary Schedule at Appendix A, provided:

A. The tech completed all mandatory education, training, and in-service by the due date during the preceding year (unless on an approved continuous leave of absence, in which case must be complete within 30 days of returning from leave).

B. The tech has met all licensure and certification requirements by the due date.

C. The tech has attended at least 75% of all mandatory meetings (meetings which took place during an approved continuous leave of absence shall not count towards the calculation of meeting attendance).

5.3.2 Each employee's performance will generally be reviewed in the first quarter following the end of each fiscal year. The standards and expectations of the job will also be reviewed during these evaluations.

5.3.3 All full time and part time employees are required to attend their respective employee staff meetings in person, by conference call, or computer technology, if available to the Hospital, unless excused in advance by the employee manager for one of the following reasons: (1) the employee was working in an assigned shift at the time of the meeting, or (2) they were on approved PTO. PRN employees are required to attend at least seventy-five percent (75%) of these meetings. All employees, including PRN employees, are required to complete their mandatory education and competencies by the due date. The parties recognize that employees' input is needed and important to overall Hospital operations. Employees are encouraged to lend support to these and other efforts which will
improve clinical quality, patient and customer satisfaction, and will help the Hospital meet its strategic objectives. Notice of staff meetings will be provided when the schedule is posted in order to be considered a mandatory meeting.

5.4 Shift Differential

5.4.1 Effective the first pay period following ratification, all Hospital employees will receive a shift differential of $1.50 per hour for evening shift and $2.85 per hour for night shift.

5.4.2. For time worked within the time designated below as Evening or Night, shift differential will be paid in addition to the base hourly rate:

<table>
<thead>
<tr>
<th>Time</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evening shift</td>
<td>3:00 p.m. until 11:00 p.m.</td>
</tr>
<tr>
<td>Night shift</td>
<td>11:00 p.m. until 7:00 a.m.</td>
</tr>
</tbody>
</table>

5.5 On-Call

5.5.1 On-Call is defined as being available to work at the request of the Hospital. Effective the first pay period following ratification, employees on-call shall be paid the following:

<table>
<thead>
<tr>
<th>On-Call</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$4.00*</td>
</tr>
</tbody>
</table>

*Beginning June 20, 2021 will increase to $4.50

5.5.2 If an employee is called in to work from low census on-call status, the employee will receive the regular rate of pay for all hours worked unless the overtime pay provisions apply. The employee will be provided with a minimum of two (2) hours of work. On-call pay ends when the employee is called in and begins work.

5.5.3 For all departments, call-back shall be defined as when an employee has left the Hospital after working a shift or part of a shift, and then is required to return to work. Call-back beginning thirty (30) minutes or less beyond the end of a scheduled shift or during their scheduled shift will be considered a continuum of the shift. Call Backs less than thirty (30)
minutes apart equate to a continuum of callback shift. When an employee
is called back, time worked shall be compensated at the rate of time and
one-half the appropriate rate with a minimum of two (2) hours pay.
Colleagues must be available and report to work within thirty (30) minutes
or less of receiving the call to report to work. Colleagues may be required
to remain at the hospital and work during paid callback period. The parties
agree this is not intended to require techs who work consecutive days with
night call to remain on premise when there is no immediate work
available.

5.5.4 Excessive call: If while on an 8-12 hour call shift an employee is called in
and paid for 3 separate episodes of callback (paid at time and one half) all
of their remaining time spent while on call will be compensated at the
employee’s regular rate of pay. For 24 hour call shifts, excessive call is
defined as three separate episodes of callback (paid at time and one half)
within each 12 hour period. An episode of call back is defined as a two-
hour period of time paid at time and one half regardless of the number of
patients served.

5.6 Premium Pay for Working Holidays: When an employee works a designated
holiday (defined as New Year’s Day, Memorial Day, Independence Day, Labor
Day, Thanksgiving Day, and Christmas Day) they will be paid time and one-half
(1-1/2). A holiday, for pay purposes, will commence at 0001 hours the day of the
holiday, and will conclude at 2400 hours the night of the holiday.

5.7 Pay Rate of PRN employees: The wage rate for all PRN employees will be
determined by placing them on the Salary Schedule at Appendix A consistent
with the rate assigned to current bargaining unit employees with the same years
of experience.

5.8 Weekend Differential: Any employee who works on a weekend shall receive
$1.25 per hour for each hour worked on the weekend in addition to the
employee’s applicable rate of pay. For differential purposes, the weekend shall
be defined as all hours between 1201 AM on Saturday and 1159 PM on Sunday.
For employees taking call on the weekend, weekend differential shall be paid for
all hours actually worked during those hours.

5.9 CST Preceptor Differential: The hospital will pay a differential of $1.00 per hour for time spent by an eligible CST precepting new graduate CST, or newly-hired CST requiring extensive orientation. Extensive is defined by six weeks or more. In order to be eligible for the preceptor differential, the precepting employee will be responsible for documenting and evaluating with the appropriate leader the new employee’s performance during the preceptorship. Differential will only be applied to those hours spent precepting. Precepting differential does not pertain to time spent with students.

5.10 No Pyramiding. Overtime and premium pay paid at time-and-a-half or above shall not be pyramided under any circumstances. i.e., the overtime rate shall only be paid once for the same hours. Therefore, for example, overtime hours worked on a holiday are paid only one and one-half (1.5) times the regular hourly rate.

5.11 Travel: Employees required or asked by their leader to travel to another SAHS facility for a work purpose, will be paid time spent traveling to and from SAHS Baker City to the assigned facility. Techs who are required to use their own automobiles during the course of their employment will be reimbursed mileage at the applicable IRS rate. Request for reimbursement shall be submitted pursuant to SAHS policy. Employees required to travel to another SAHS facility for a work purpose, will be paid time spent traveling to and from SAHS Baker City to the assigned facility.

ARTICLE 6. HOURS OF WORK

6.1 Workweek: the basic workweek shall be forty (40) hours in the seven (7) day period from Sunday through Saturday.

6.2 Overtime: For all employees who are regularly scheduled to work twelve (12) hour shifts, all time worked in excess of 13 hours per day or forty (40) hours per week shall be paid at rate of time and one-half the employee’s regular rate of pay.
6.3 **Base rate and regular rate:** A tech’s straight-time rate of pay shall be the tech’s base rate of pay from Appendix A excluding any shift differentials or premium pay. A tech’s regular rate of pay shall be defined as in the Fair Labor Standards Act.

6.4 **Overtime:** Tech’s shall be paid time and one-half his/her regular rate of pay for any work time over forty (40) hours in one workweek in the seven (7) day period from Sunday through Saturday or over 13 hours in one day for those regularly scheduled with twelve (12) hour shifts. Work time is defined as time which must be recorded and paid and authorized for required attendance. This includes regular hours worked, call-back hours worked, mandatory (required) education, and orientation. Hours which are not included as hours worked for purposes of calculating overtime include PTO hours, low census, standby hours, callback hours paid but not worked, and hours worked at premium rates. Hours which are paid for jury duty will not be included as hours worked for overtime calculation purposes. Employees shall not work overtime without approval from his or her supervisor. In a patient care emergency, when a tech cannot obtain advance authorization, the tech will notify his/her supervisor as soon as possible of the overtime work.

6.5 **Mandatory Scheduled Call:** Although not scheduled for regular duty, a tech may be scheduled to be on mandatory call to be available to report to work when notified. A tech on scheduled mandatory call will be paid the standby call rate for time spent in such status. Employees will be notified of mandatory scheduled call with the posting of the regular schedule.

6.6 **Work in excess of sixteen (16) hours in a twenty-four hour period is strongly discouraged.** Techs shall notify leader if they are working in the 14th hour so alternative arrangements can be considered.

6.7 **One fifteen (15) minute rest period shall be allowed during each four (4) hour period of employment.** The second or third fifteen (15) minute rest period of a shift may be combined with a thirty (30) minute lunch period with the permission of the person relieving the employee and the leader.
6.8 **Master Schedule**: The final schedule will be posted by the 15th of the month preceding the schedule. Time off requests for multiple days off (more than 1) will be received no later than the last day of the month prior to the schedule being posted. To accommodate staff requests for time off during special holiday seasons such as Thanksgiving, Christmas and New Year’s, draft schedules may be posted several months in advance. Schedules posted on Mondays are deemed to have been posted the prior calendar day, for the purposes of the posting periods described above.

If time off is requested and cannot be covered by other staff in the department, the Association recognizes that historically, those shifts have been covered by a manager or staff from other Saint Alphonsus facilities, this practice may continue, provided a reasonable effort was made to secure coverage from within the bargaining unit first.

After the schedule is posted, the Hospital will not change the schedule to trade an employee’s scheduled day for a different day or to change the shift for which the employee is scheduled without prior approval of the employee. For time off requests made after the schedule is posted, an employee will be required to find their own qualified replacement not involving overtime expense and obtain supervisor approval. The hospital, at its sole discretion, may approve overtime in these circumstances.

6.9 If the hospital temporarily reduced the work force on a given shift after the schedule is posted, scheduled hours will be reduced in the following order, provided the staff remaining on duty are fully qualified to perform the remaining work:

   a. Overtime Shifts

   b. Scheduled Extra Shifts (beyond regular FTE)

   c. Volunteers

   d. Agency or travel staff
e. Non-Voluntary PRN Staff

f. Non-Voluntary Full and Part Time staff, in rotation order. The hospital shall keep accurate records of all low census hours taken as a basis for determining low census rotation. The PPC may review the low census method at least one a year in order to recommend changes and to maintain accuracy and fairness in the system.

6.10 Employees Shall not be placed on low census for more than twenty (20) percent of their regularly scheduled hours in each four (4) week scheduling period unless the employee volunteers for low census hours above the maximum. In periods of low census or in the event a tech has reached the low census cap, management may reassign the tech to other duties across the medical center (I.E. patient sitter, door screener, tasking).

6.11 After the scheduled is posted, if additional work is available, the Hospital will notify employees of the existing shift via electronic communication (text/email) in such a way that all qualified employees have the same opportunity to request to work the additional shift. It shall be the employee’s responsibility to keep contact information up-to-date as appropriate in order to receive such electronic communication:

Regular full-time and part-time employees will have preference in volunteering over per diem employees, provided that the employee is fully qualified, oriented, and able to perform the work and additional overtime does not result.

6.12 Notification of Absence from Work: Employees who are unable to report to work as scheduled due to illness or any other reason shall notify their leader or designee at least two (2) hours prior to the employee’s schedule shift.
ARTICLE 7. EMPLOYMENT STATUS

7.1 The Hospital shall have the right to hire, transfer, and promote employees, and to discipline, suspend or discharge employees for just cause. No document critical of an employee’s performance will be placed in the personnel file for use in disciplinary action unless the employee is made aware of the existence of the document and is given an opportunity to review it.

7.2 All new employees, including voluntarily terminated employees who are later rehired, shall be considered probationary employees for a period of one hundred and eighty (180) calendar days following their last date of hire. After one hundred and eighty (180) calendar days of continuous employment, the employee shall be designated as a regular full-time, part-time or PRN employee unless specifically advised by the Employer of an extended probationary period (not to exceed an additional thirty (30) days), the conditions of which shall be specified in writing. A written work plan shall be developed by the employee, in consultation with the employee’s supervisor that delineates the identified work deficiencies with a plan of action to improve them. Prior to the end of the one hundred and eighty (180) day probationary period, the employee will be given a written performance evaluation. The written performance evaluation shall not be subject to the grievance and arbitration procedures of this Agreement, but the employee will have the opportunity to make comment on the evaluation. During this probationary period, the employment relationship shall be at the sole discretion of the Hospital and the employee may be terminated without notice and without recourse to the grievance procedure.

7.3 All employees shall give the Hospital not less than fourteen (14) calendar days written notice of intended resignation. If an employee does not provide advance notice as requested, the employee may be considered ineligible for rehire. A terminating employee’s final pay will be directly deposited per prior instructions or sent by regular mail to the last record address on the next regular payday following the effective date of the employee’s termination.

7.4 The Hospital shall give employees regularly employed fourteen (14) calendar days written notice of termination of employment or, if less notice shall be given, then the difference between the number of days' notice given and the number of
working days of advance notice herein required shall be paid to the employee at their regular rate of pay; provided, however, that no such advance notice or pay in lieu thereof shall be required for employees who are discharged for just cause.

7.5 An employee employed by the Hospital shall be oriented under close supervision for a length of time dependent on the individual’s experience, modality and competency demonstration for a period as mutually agreed upon by the Department Manager and the orienting employee. Employees on orientation will meet face-to-face at least once during their orientation with the department leader to review progress.

ARTICLE 8. LEAVES OF ABSENCE

8.1 Leaves of absence shall be provided in accordance with SAHS policy. If SAHS intends to modify its Leave of Absence policy, the Hospital will provide the Association with at least thirty (30) days advance written notice of the proposed change and will meet with the Association upon request to discuss any concerns the Association has regarding the proposed change.

8.2 Education Time: Each modality covered under the agreement has unique continuing education requirements.

a. Respiratory Therapist- currently required to obtain 7 CE’s annually and 35 over 5 years.

b. CST requires 30 CE’s in a two year period

c. CSFA requires 38 CE’s in a two year period

d. Imaging- 24 CE’s in a two year period

e. MLT 1- requires 36 points every 3 years.

The hospital will set aside $2750 per year for professional association memberships, licenses, conferences, or in-person education. The PPC shall review and recommend approval of professional association memberships, licenses, conferences, or in-person education requests and report such
recommendations to the President. The hospital encourages colleagues to complete online CEU education. In an effort to support employees in satisfying continuing education requirements, colleagues are permitted to take online education to satisfy CEU requirements during periods of downtime during their workday with prior supervisor approval. The hospital, at its sole discretion, may grant additional dollars for in-person education.

8.3 In-service Education: The Hospital may offer in-service sessions for employees. If an in-service session or staff meeting is mandatory and occurs outside the employee's normal work hours, the employee will be paid for the time, pursuant to his or her Kronos pay rule. If an in-service session is voluntary and approved for Continuing Education Unit purposes, the employee may request in advance Paid Educational Time to attend the program. The Hospital will make reasonable efforts to make in-service and staff meetings available to all shifts including by the use of WebEx or similar virtual platform when possible.

8.4 Bereavement Leave: Bereavement Leave shall be provided in accordance with SAHS policy. Days may be used nonconsecutively. If SAHS intends to modify its Bereavement Policy, the Hospital will provide the Association with at least thirty (30) days advance written notice of the proposed change and will meet with the Association upon request to discuss any concerns the Association has regarding the proposed change. Paid bereavement leave shall run concurrently with any bereavement leave to which an employee may be entitled under the Oregon Family Leave Act.

Bereavement leave may be extended using available paid time off (PTO), with the prior approval of the supervisor. Bereavement leave must be scheduled through and approved by the supervisor.

ARTICLE 9. HEALTH AND WELFARE

9.1 Periodic T.B. tests or screenings and periodic chest x-rays required will be provided at the Hospital's expense. If the Hospital requires a physician's examination, the Hospital will pay the cost of the examination. Employees are strongly encouraged to receive annual immunizations against influenza, particularly when recommended by the SAMC infection control committee, the
local County Health Department, or if an epidemic is predicted. Employees who choose to be vaccinated are asked to provide proof of annual vaccination. Employees who choose not to be vaccinated are required to annually complete the mutually agreed upon Declination of Influenza Vaccination form and may be required to take other protective measures that are consistent with SAHS policy.

Proof of vaccination and Declination Forms will be kept in the employee confidential medical record.

9.1.1 If SAHS intends to modify its Influenza or Masking policy, the Hospital will provide the Association with at least thirty (30) days advance written notice of the proposed change and will meet with the Association upon request to negotiate the proposed change.

9.1.2 The Hospital will provide annual Influenza vaccination for employees.

9.2 Medical, Dental and Vision Plans: Group medical, dental, and vision plans shall be provided to all eligible employees. Eligibility, cost, deductibles and co-payments shall be defined by the plan documents. The plans will be the same plans as are provided to all other Hospital employees.

If substantive changes in current plans or the current premium cost sharing occur, the Hospital will provide at least 60 calendar days advance written notice of the proposed change to the ONA. The Hospital will give meaningful consideration to the input received from the ONA within thirty (30) calendar days regarding the proposed changes. A change is understood to be “substantive” if it reflects a cost increase greater than ten (10) percent.

9.3 Employees shall be covered by State Workers’ Compensation Insurance or equivalent private insurance coverage. Employees injured while at work will be considered for return pursuant to the SAHS Return to Work: Transitional Work Program policy.

9.4 Retirement Program: The Hospital will provide a retirement plan for its eligible employees. Retirement benefits and eligibility requirements for participation shall be defined by the plan documents. If the Hospital modifies its current retirement
plan or provides an alternative plan, the Hospital will provide the Association with
at least thirty (30) days advance notice and a review of the plan prior to
implementation.

9.5 Life Insurance: The Hospital will provide life insurance for its eligible employees.
Life insurance benefits and eligibility requirements for participation shall be
defined by the plan documents.

9.6 Medical, Dental, Vision, and Life Plan Changes: The parties recognize that Trinity
Initiative may from time to time explore modifying the Hospital’s medical, dental,
vision, and life insurance plan(s) set forth in this Article. If such exploration is
undertaken, the Hospital will periodically update the Association on progress and
provide a meaningful opportunity for the Association and employees to provide
input. Prior to modifying any of its current plan(s) or providing an alternative
plan(s), the Hospital will provide the Association at least thirty (30) days’ notice
and a review of the plan changes prior to implementation. Plan changes which
may include plan costs, benefits and eligibility requirements including any
changes thereto, shall be the same as for all Hospital employees.

9.7 Parking: Free parking is available for employees in paved, well lighted areas. The
Hospital, however, will not be responsible for damage or loss sustained by
employees who use these areas. Employees will only park in designated
employee parking areas.

9.8 Disability Insurance: The hospital will provide short-term and long-term disability
insurance for its eligible employees. Benefits and eligibility requirements for
participation shall be defined by the plan documents. The Hospital will continue
the current funding of premiums, subject to change under the process set forth in
Section 9.2.

9.9 Adoption Assistance: The Hospital shall pay financial assistance to employees
who adopt in accordance with SAHS policy.

9.10 Quarantine: An eligible employee will be compensated for hours the employee
was scheduled to work to a maximum of 3 scheduled work days after confirmed
exposure to a communicable disease at work, to the extent not covered by Worker’s compensation, if time is lost because of quarantine required by the Hospital. Quarantine reimbursement is not available if:

1. Temporary work outside of patient care was available; or

2. The employee declined prior opportunities for immunization provided by the hospital for the disease which is the cause of the quarantine.

9.11 Pandemic Illness: Should the hospital, at its sole discretion, implement a temporary time loss program, bargaining unit employees will be offered the same benefits under the same terms and conditions as all hospital employees under these circumstances.

9.12. Tuition Reimbursement Policy: Eligible employees may receive tuition reimbursement in accordance with SAHS policy.

ARTICLE 10. PROFESSIONAL PRACTICE COMMITTEE

10.1 Recognition: A Professional Practice Committee (PPC) has been established at the Hospital.

10.2 Composition: One employee member from each department covered by this Agreement, currently Laboratory, Radiology, Respiratory, and Surgery may attend PPC meetings.

10.3 Frequency of Meetings: The Committee shall schedule regular meetings. Each PPC member shall be entitled to their regular straight time rate for the purpose of attending PPC meetings of two hours per quarter. Such meetings shall be scheduled so as not to conflict with the routine. The PPC shall prepare an agenda and keep minutes of all meetings, copies of which shall be provided to the Chief Nursing Officer and the Association.

10.4 Responsibility: The Hospital recognizes the responsibility of PPC to recommend measures that objectively improve intradepartmental working relationships and improve patient care and experience.
10.5 **Objectives**: The objectives of the PPC shall be:

10.5.1 To improve intradepartmental teamwork and collaboration

10.5.2 To recommend to the hospital ways and means to improve patient care and patient experience

10.5.3 To exclude from any discussion on matters involving the interpretation of the contract or department specific staffing concerns.

10.5.4 To review and recommend approval of education requests from techs. Recommended approval of professional association memberships, licenses, conferences, or in-person education requests and requests will then be forwarded to the President for final approval. The PCC will additionally be responsible for assigning and tracking any corresponding education presentation required of a tech who travels for education.

10.6 **Special Meetings**: The PCC or Administration may request special meetings with the Committee, but such meetings shall not take the place of the regularly scheduled meetings of the PPC. At the request of the PPC a representative of the Association may be in attendance at such meetings, as long as a member of leadership is also permitted to attend.

10.7 The PPC may request to have joint meetings with the PNCC (Professional Nursing Care Committee) to review areas that overlap practice environments.

**ARTICLE 11. GRIEVANCE PROCEDURE**

11.1 A grievance is defined as alleged breach of the provisions of this Agreement. It is the desire of the parties to this Agreement that potential grievances be managed informally whenever possible and at the first level of supervision. Grievance timelines may be extended by mutual written consent of both parties prior to time limits set forth in this article. A grievance in connection with the interpretation and the application of the provisions of the Agreement may be presented exclusively in accordance with the procedures set forth in this Article. Claims of violation of federal or state law relevant to a grievance may be raised in the course of the grievance process.
11.2 **Step 1:** Any employee who desires to present a grievance shall first present it in writing, or by electronic submission, to the employee’s Department leader or designee and in no event later than fourteen (14) calendar days from the date of the occurrence. A grievance relating to pay shall be timely if submitted within fourteen (14) calendar days after the pay day for the period during which the grievance occurred. The immediate supervisor's reply is due within fourteen (14) calendar days of presentation.

11.3 **Step 2:** If not resolved at Step 1, the grievant shall reduce the grievance to writing and shall present the same to the employee’s next-level leader (i.e. Executive or Service Line Director) within fourteen (14) calendar days of the receipt of the immediate supervisor’s reply or the date such was due. The employee’s next-level leader shall then meet with the employee and a representative of the Association if the employee so desires, to resolve the matter within fourteen (14) calendar days of the receipt of the grievance and shall reply in writing within fourteen (14) calendar days of the meeting. The Association may file a grievance of a class action nature at this step if the grievance involves or impacts more than one employee. Grievances related to an employee's termination shall be first submitted at this step.

11.4 **Step 3:** If not resolved at Step 2, the grievance may be presented in writing to the designated Human Resources representative within fourteen (14) calendar days of the receipt of the Director's reply or date such was due. The Human Resources designee and Hospital President or designee shall meet within fourteen (14) calendar days with the employee and a representative of the Association to resolve the matter and shall reply in writing within fourteen (14) calendar days after the meeting.

11.5 **Step 4:** If the contractual grievance is not settled on the basis of the foregoing procedure, the Association may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the reply from the designated Human Resources representative and Hospital President or date such response was due. If they cannot agree on an arbitrator within five (5) days after such written notice, then the Federal Mediation and Conciliation Service shall be jointly requested to submit a list of five (5) arbitrators from which each representative
shall strike alternately a name until only one name remains. The arbitrator shall render a decision within thirty (30) days after the grievance is submitted to them, unless the parties by mutual agreement extend that time limit. The parties agree that claims of a violation of state or federal law or statute will not be submitted to arbitration.

11.6 The arbitrator's decision shall be final and binding upon the grievant, Association and Hospital; provided, however, that the arbitrator shall have no jurisdiction and no power to modify, add to, alter, or detract from provisions of this Agreement, or to establish wage scales or rates on new or changes in jobs or to rule on claims of violation of federal or state law, or to change any rate unless it is provided for in this Agreement. Failure to comply with the time limits specific in this article, shall, unless waived in writing, be considered to be jurisdictional by the arbitrator. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award, under no circumstances, shall be based on other extra contract matters not specifically incorporated in this Agreement. The fee and expenses of arbitration shall be shared equally by the Hospital, and the Association, except that each party shall bear the expenses of its own representation and witnesses.

11.7 A grievance will be deemed untimely if the time limits set forth above for the grievant to initiate a grievance or to proceed to the next step are not met, unless the parties agree in writing to extend such time limits.

11.8 **Grievance Representatives:** Employees may be selected by the Association to act as Association Representatives in the grievance process. A list of trained employees selected as representatives and the names of other Association representatives who are trained to represent employees shall be identified in writing to the Hospital by the Association. Time spent by Association representatives on Association business is understood not to be time worked for or compensated by the Hospital. It is the responsibility for the grievant desiring representation to arrange the appearance of their representative.
ARTICLE 12. SENIORITY

12.1 After satisfactory completion of the required probationary period, employees shall have seniority. Seniority shall be based on years of service for all Full Time and Part Time employees. PRN employees shall receive one (1) year of service credit for every three (3) years worked.

12.2 Seniority shall be terminated if an employee quits or is discharged. If an employee retires and is rehired by the Hospital within a period of less than one (1) year from the date of termination, they will be returned from the time of reemployment to the same wage step and benefit level as prior to termination and to the seniority list with the same hours of seniority as they had at the time of termination. If an employee voluntarily quits and is rehired by the Hospital within a period of one (1) year, they will be returned from the time of reemployment to the same wage step and benefit level as prior to termination.

12.3 Posting and Filling of Positions

12.3.1 Purpose: The purpose of this procedure is to ensure that all employees have opportunity to apply for other job openings covered by this Agreement.

12.3.2 Policy

12.3.2.1 The Hospital will continue to post all approved and available job openings online for seven (7) days prior to filling the position permanently. An assignment to train/orient or to receive training/orientation in a unit different from the employee’s scheduled unit is not a job opening. The notice shall state the position, shift, department, and, as appropriate, the number of days per week of the available position. In addition, Human Resources will provide access to the posting via the Internet and Intranet.
12.3.2.2 There will be a posted bargaining unit position within a unit where guaranteed agency employee is being used to perform bargaining unit work other than to fill bargaining unit positions because of any combination of leaves of absence, vacations, holidays, and sick leave.

12.3.2.3 Seniority shall be the determining factor in filling a job opening providing skill, ability, and/or quality of work are substantially equal.

12.3.2.4 The Hospital agrees to consider all qualified applicants who apply per hospital application process within the specified time of the posting and the request shall be answered in writing with the Hospital's decision.

12.3.2.5 The employee selected to fill the vacancy shall be placed in that position as soon as reasonably possible in a timeframe agreed upon by the affected managers, not to exceed sixty (60) day

12.4 Reduction in Force: Both parties recognize that it may become necessary to reduce staff or eliminate positions.

12.4.1 Notwithstanding any other provision of this Agreement, when a permanent or indefinite reduction in force is necessary, employees will be laid off in the following order:

1. An Employee who has received a final written notice within the previous 24 months

2. Seniority, with the least senior person let go first, provided the remaining staff are equally qualified to perform the functions of the remaining work.

12.4.2 After the decision is made on which hours or positions will be reduced, the employees filling those targeted positions will have four options: applying for open positions, displacing lesser qualified employees as determined by
Section 12.4.1 above, reducing to per diem status, or layoff. Displaced employees have two days to exercise their options. Subsequently displaced employees will follow the same procedure. An employee being laid off will have the option of reducing to per diem status or applying for an open position.

12.4.3 Employees who are laid off will be given 45 calendar days’ notice of layoff or will receive pay in lieu of notice for all scheduled days in that 45-day period.

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

12.4.5 Employees on the recall list may apply for any open position that may become available. Employees shall be recalled in reverse order of layoff provided that the employee meets the qualifications of the available position. If an employee’s original reduced position is reinstated, the displaced employee has first preference in reclaiming the position.

12.4.6 Outside applicants or contracted employees shall not be employed for a posted permanent or temporary vacancy in the bargaining unit if there is a qualified employee on the recall list to fill the vacancy after the usual orientation period.

12.4.7 If a laid off employee is passed over in recall because of position disqualification, due to lacking qualification, the employee retains recall rights for future positions.

12.4.8 An employee shall forfeit all recall rights by failing to notify the Hospital of intent to return to work within five (5) calendar days after the date recall notice is sent by certified mail to the employee’s last address on records with the Hospital.
12.4.9 The Hospital will pay its share of the insurance premiums for a laid off employee for the remainder of the month in which the layoff occurred. Laid off employees may be eligible for COBRA.

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

12.4.11 Employees taking an open position not covered by this agreement will have seniority frozen. Seniority does not continue to accrue while in such a position.

12.5 Seniority that is previously accrued shall not be lost when an employee is promoted to a supervisory or management position which is not covered by this Agreement. They shall not continue to earn seniority after being promoted to such a position. Seniority shall terminate in accordance with Section 12.2 above in the event of a quit, retirement or discharge while in the supervisory or management position. An individual in a supervisory or management position may use seniority previously accumulated under this Agreement to bid on a bargaining unit position posted, but only in accordance with the bidding process set forth in section 12.3.2.3 of this Agreement.

12.5.1 Upon returning to a Bargaining unit position, the employee will be placed on the wage scale appropriate to their years of experience.

ARTICLE 13. SEPARABILITY

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

ARTICLE 14. ASSOCIATION BUSINESS

14.1 Without interrupting normal Hospital work and patient care routine, duly authorized representatives of the Association shall, upon written request, be permitted at all reasonable times to enter the Hospital for the purposes of fulfilling its duties as the exclusive representative of the Technical Employee’s and
observing conditions under which employees are employed. The Association representative shall first notify the President or a duly appointed management representative. Association representatives shall wear appropriate identification. Access shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the hospital.

14.2 The Hospital will make a meeting room available to the Association for the purpose of holding meetings regarding contract administration, provided reasonable written notice is given to the Hospital and the facility is not otherwise scheduled. It is understood that when possible two (2) weeks written notice shall be given. The Hospital shall have sole responsibility and authority for scheduling the meeting rooms.

14.3 The Hospital shall provide a bulletin board, in each department, in a location mutually agreeable to both parties, for posting of Association materials. The Association will provide a copy of such materials to the President or Executive Director of Operations when the material is posted.

14.4 Hospital facilities, equipment and supplies will not be used by Association or employees for either Association or personal business without prior approval of the President or designee.

ARTICLE 15. FOOD SERVICE

The Hospital shall provide a cafeteria for employees where food may be purchased. If the employee desires, meals may be purchased through payroll deduction. Meals brought to the Hospital may be eaten in the cafeteria or in other designated areas. The prices charged for items in the cafeteria, selection and quality provided and the hours of operation shall be at the sole discretion of the Hospital.

ARTICLE 16. SUCCESSORS

The Hospital agrees to give the ONA written notice if it has reached a final decision (at least thirty (30) days prior to the effective date of such decision) regarding the sale or complete transfer of hospital assets to a successor or transferee. It is understood, however, that the Hospital undertakes no obligation beyond the duty to notify the ONA.
as described, and, upon written request, to meet to bargain about the effects of such a decision. It is further understood that this notice provision is inapplicable to any encumbrance or partial disposal of Hospital assets. The Hospital is not bound by this agreement to require a successor employer to continue the terms of this agreement, nor is a successor hereby committed to such terms.

ARTICLE 17. PAID TIME OFF

17.1 Full-time and part-time employees shall receive Paid Time Off (PTO) in accordance with SAHS policy.

17.2 If SAHS intends to modify its Paid Time Off and Holiday Plan, Non-Management (SAHS PTO Policy), the Hospital will negotiate the proposed change(s).

17.3 The following PTO accruals are in effect through December 18, 2021:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Time Accrued</th>
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<tbody>
<tr>
<td>Less than 1 year</td>
<td>0.096 hrs. per hour paid</td>
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<td>(e.g., up to 200 hrs./year)</td>
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<td>1 – 4 years</td>
<td>0.107 hrs. per hour paid</td>
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<td>(e.g., up to 224 hrs./year)</td>
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<td>5 – 9 years</td>
<td>0.119 hrs. per hour paid</td>
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<td>(e.g., up to 248 hrs./year)</td>
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<td>10 – 14 years</td>
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<td>15+ years</td>
<td>0.142 hrs. per hour paid</td>
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<tr>
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<td>(e.g., up to 296 hrs./year)</td>
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17.4 Beginning December 19, 2021, the following separation of the holidays for the PTO bank will take place pursuant to the following grid, below. Employees will be provided holiday pay based on FTE status (1.0 = 8 hours, .5 = 4 hours, etc.), whether working or not.
PTO hours accrued shall be accumulated in each employee’s individual account. Under the SAHS PTO policy, the maximum number of hours that may be accumulated shall be 1.5 times the maximum yearly accrual.

### 17.5 Application for PTO

17.5.1 PTO leave of at least two (2) consecutive weeks will be established on a first-come-first serve basis by date of application in the designated vacation book or the appropriate request form. In the event two or more employees request the same time and make a request on the same calendar date, the most senior employee will be granted the PTO time requested. An employee who exercises a seniority preference for scheduling such time off may not again exercise a seniority preference during the next two (2) years. Requests for earned PTO of at least two (2) consecutive weeks should be submitted at least four (4) weeks prior to the schedule being posted. Requests for PTO should not be made more than nine (9) months in advance, unless special circumstances exist where travel or other arrangements must be made in advance. An employee may make a special circumstance request no more than once every two (2) years. If it is denied, it will be done so in writing within three (3) weeks.
after receipt of request. The Hospital reserves the right to determine how many employees may take PTO at one time but will make reasonable documented effort to allow at least one vacation request per department.

The employee may be asked to assist in finding their replacement if the Supervisor is otherwise unsuccessful.

17.5.2 No request for time off under PTO shall be unreasonably denied. No one employee shall be allowed to dominate peak periods of time off. PTO may also be used when an employee wishes to remain home because of illness in the family. PTO can be used in increments smaller than the normal workday but not in increments of less than one hour, with the exception of PTO used to fill for low census.

ARTICLE 18. TERMINATION AND RENEWAL

18.1 This Agreement will remain in full force and effect through October 31, 2022, and from year to year thereafter unless modified, amended or terminated in accordance with the following provisions.

18.2 Should either party wish to modify or amend any provision of this Agreement, or to terminate said Agreement, as of October 31, 2022, or any subsequent October 31 anniversary date, notice of desire to modify, amend or terminate the Agreement shall be given by certified mail to the other party not more than one hundred and twenty (120) days nor less than ninety (90) days prior to October 31, 2022, or any subsequent October 31 anniversary date.

18.3 In the event notice to modify or amend has been given, as provided above, and assuming the Association gives proper notice pursuant to the Labor Management Relations Act, 1947, as amended, Section 8(g), and if no agreement has been reached by the expiration date of this Agreement, the Agreement shall be considered terminated by the parties.
18.4 Both parties agree to recognize the collective bargaining rights provided by the National Labor Relations Act and bargain in good faith material changes to terms and conditions of employment that may arise mid contract. Further, they may mutually agree to negotiate any issue during the term of this agreement.

18.5 Past Practice: Any and all agreements, written and verbal, previously entered into between the parties are mutually cancelled and superseded by this Agreement. The Employer shall notify the Association and the employees at least thirty (30) days in advance of changing any past practice.

ARTICLE 19: NO STRIKE NO LOCKOUT

No Strike: The association and its members, as individuals or as a group will not initiate, cause, permit, participate in, or join any strike, work stoppage, informational or other picketing, slowdown, or other restrictions of work, at any location of the hospital during the term of this agreement.

No Lockout: There shall be no lockout of employees during the life of this agreement. The layoff of employees covered by this Agreement for any economic reason shall not be construed to be a lockout for purposes of this agreement.
IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of this
day: December 3, 2020.

**Oregon Nurses Association**

Ateusa Salemi, RN
ONA Labor Representative

James Gwynn, RTP

**St Alphonsus Medical Center – Baker City**

Priscilla Lynn
President and Chief Nursing Officer

Mike Reidy, R I, R, CT
APPENDIX A. SALARY SCHEDULE

These wage scales are intended to clarify the movement of steps as described in the previous Collective Bargaining Agreement.

Wages shall be increased each year as follows. October 31, 2021 – 2.25%; October 31, 2022 – 1.75% increase.

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Letter of Understanding –
First Contract Financial Compensation Implementation Dates

Notwithstanding language in the Collective Bargaining Agreement, for the purposes of this first contract. Language requiring payroll programming changes will be effective as follows:

Wage scale: Changes impacting the base rate of pay for all covered employees will be effective the first full pay period after ratification.

Differentials, including call pay rate, weekend, shift, etc.: Changes to these rates will be effective following the second full pay period after ratification.
Letter of Understanding – Radiology Break Room

Following ratification of the agreement, the parties will meet to discuss creation of a designated break room for the Radiology Department.
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.

Your Name:__________________________________________________________

I certify that I have received a copy of the ONA Collective Bargaining Agreement with Baker City Allied Health Workers through Oct. 31, 2022.

Signature:___________________________________________________________

Today's Date:__________________________

Your Mailing Address________________________________________________

Home Phone:__________________________

Work Phone:___________________________

Email:_______________________________

Unit:_______________________________

Shift:_______________________________