Professional Agreement

between

OREGON NURSES ASSOCIATION

and

SAINT ALPHONSUS MEDICAL CENTER - ONTARIO

December 1, 2019- June 30, 2022
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AGREEMENT

THIS AGREEMENT is entered into by and between Saint Alphonsus Medical Center - Ontario, hereinafter referred to as "Hospital," and the Oregon Nurses Association, Inc., hereinafter referred to as "Association" or "ONA."

The intent of this Agreement is to set forth a mutually-agreed working relationship between the Hospital and the Registered Nurses (also referred to herein as "RNs") with respect to wages, hours of service, general conditions of employment, and lines of communication. The common objective of the Hospital and the Registered Nurse is delivery of superior patient care, harmoniously obtained and consistently maintained.

ARTICLE 1 – RECOGNITION AND MEMBERSHIP

Section 1.1. The Hospital recognizes the Association as the collective bargaining representative of Registered Nurses performing patient care duties in the Hospital with respect to wages, hours, and working conditions. Registered nurses working in the positions of Educator, Infection Control, Risk Manager; Case Manager/UR Clinical Documentation Specialist or Clinical Resource Coordinator; Registered Nurses working as temporary casuals or traveler nurses; guards; supervisors; administrative personnel; and all other employees are excluded from the bargaining unit.

Section 1.2. This recognition is limited to Hospital operations currently at 351 SW 9th Street, Ontario, Oregon, and does not apply to nurses working in physicians’ offices, hospice or any other present or future operations of the Hospital.

Section 1.3. This recognition shall not be interpreted to limit non-bargaining unit RNs from performing work also performed by RNs in the bargaining unit.

Section 1.4.

a. Membership or Fair Share Obligation. If a bargaining unit nurse fails to exercise one of the options described below for non-membership, the nurse shall have one hundred and twenty (120) calendar days following the date of employment within which to join the ONA or commit contractually to pay to the ONA the equivalent of union dues as a fair share contribution.

b. Opt-Out Options.
1. **New Hires.** Nurses hired into the bargaining unit after the date of ratification of this contract, may opt out of membership or fair share contribution by written notice to the ONA, by mail or email, post-marked within 90 calendar days from the date of the nurse's employment indicating the nurse's decision not to join or pay fair share to the ONA. A nurse 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 to the ONA the equivalent of union dues as a fair-share contribution. A nurse who has not effectively opted out or committed to payments to the ONA may thereafter, on demand of the ONA, be terminated by the Hospital.

2. **Annual Option.** Any bargaining unit nurse who has previously become a member of the Association or agreed to pay fair share may opt out of membership or the obligation to pay fair share by providing written notice to the ONA by mail or email once per calendar year. Nurses shall provide the HR Department of the Hospital a copy of the opt-out notice sent to the ONA by any type of mail or delivery.

c. **Religious Alternative for Nurses Who Have Not Opted Out.** Bargaining unit nurses 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 nurse. Such payments are to be made on a regular monthly basis or in advance, and receipts are to be sent to the ONA. To be eligible for the exemption described herein, the nurse must provide a letter to the Association signed by a leader of the church or religious body to which the nurse belongs stating:

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Contributions to organizations such as the Association are in conflict with tenets or teachings of the church or religious body to which the nurse belongs.
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d. **Termination and Indemnity.** Any nurse who fails to comply with the membership or fair-share obligation who has not provided a notice of election to opt out of such obligation under the terms above may by written notice from the Association to the nurse, with a copy to the Hospital, be given fourteen (14) calendar days' notice of termination. The Association shall indemnify, defend, and hold the Hospital harmless.
from all claims, demands, suits, and other liability that may arise out of or by reason of
action taken by the Hospital for the purpose of complying with any provision of this
Section 1.4.

Section 1.5. Lists. Within thirty (30) days after this Agreement becomes effective, and
quarterly thereafter, the Association will be given a master list of RNs currently
employed by the Hospital. The list will include: the RN's name, address, phone
number, date of birth, and RN license number, as reflected in Hospital records;
department; classification; and date of hire as a RN. Beginning with the first month after
the master list is provided, and monthly thereafter, the Hospital will provide the
Association and the bargaining unit chairperson with a supplemental list containing the
same information requested above of any newly-hired, terminated or retired RNs. In
addition, the Hospital will provide the Association with written notice of any/all new non-
bargaining unit positions for which an RN license is required or preferred, including a
copy of the new job title and description of the new position. Such notice will be
provided to the ONA three (3) days prior to posting the new position.

Section 1.6. Association Dues. During the term of this Agreement, the Employer shall
deduct Association dues and/or agency fees from the pay of each member of the
Association who voluntarily executes a wage assignment form. When filed with the
Employer, the authorization form will be honored in accordance with its terms. Such
deductions shall be made monthly and remitted to the Association with a list of nurses
from whom the deductions were made. Deductions will be properly transmitted to the
Association by check payable to its order. Upon issuance and transmission of a check
to the Association, the Employer's responsibility shall cease with respect to such
deduction. The Association and each employee authorizing the assignment of wages
for the payment of Association dues hereby undertake to indemnify and hold the
Employer harmless from all claims, demands, suits or other forms of liability that shall
arise against the Employer for or on account of any deduction made from wages of such
employee. Any changes in the calculation of dues deducted under this Section must be
within the Hospital’s existing payroll system capabilities.

Section 1.7. Printing and Distribution of Agreement. The Association shall provide a
copy of the Agreement to each bargaining unit RN and each nursing unit. The Hospital
may purchase additional copies for administrative use from the ONA at a cost of $5.00 per copy.

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

Section 2.1. The Hospital shall not discriminate against any employee on account of membership in, or activities for, the Association. Nurses shall not conduct Association business in patient care areas or during hours of work, excluding lunch and break periods taken in non-patient care areas, unless by mutual agreement of management.

Section 2.2. The provisions of this Agreement shall be applied without regard to race, religion, color, age, gender, gender identity, national origin, sexual orientation and/or physical or mental impairment which can be reasonably accommodated in all aspects of employment, as required by applicable state or federal law. It is further understood that the Association will cooperate with the Hospital's policy of nondiscrimination in all aspects of employment.

Section 2.3. The Hospital shall also continue its policy of prohibiting unlawful harassment, including unlawful sexual harassment. All RNs should report harassment perceived to violate the Hospital’s policy to management immediately. Retaliation against a nurse for opposing discrimination or participating in an investigation of discrimination is also a violation of the policy.

Section 2.4. All references to "employees" or "nurses" in this Agreement shall be interpreted to designate both sexes, and whenever the female gender is used alone, it shall be interpreted to include male and female employees.

**ARTICLE 3 – DEFINITIONS**

Section 3.1. Full-Time Nurse. A nurse who is regularly scheduled at least seventy-two (72) hours in a 14-day period.

Section 3.2. Part-Time Nurse. A nurse who is regularly scheduled at least thirty-two (32) hours in a 14-day period.

Section 3.3. PRN. A nurse who is scheduled on an intermittent or casual basis, often fewer than thirty-two (32) hours in a fourteen (14)-day period. Such nurses shall not be
eligible for either purchased or accrued benefits. Before the schedule is posted, each nurse manager will indicate to the PRN nurse which shifts are available in the following schedule. A PRN nurse will normally be expected to be available to work at least forty-eight (48) hours every three (3) months to retain status as a PRN. As part of the overall work required, at least one (1) weekend shift in a three (3)-month period shall be worked if requested by the Hospital. The PRN nurse must be available to work on one of the following holidays each year: Memorial Day, July 4, Labor Day, Thanksgiving, Christmas and New Year’s Day. Low-census days and/or low-census/on-call days shall count as days worked for purposes of this section. In periods of prolonged low census, when the Hospital is unable to schedule a PRN nurse in days, he/she is available to work, the minimum hours worked may be waived by the Hospital. For purposes of the three (3)-month reference period set forth above, these hours will be tracked quarterly as the three (3)-month periods fall within the calendar year, provided that each tracking period will begin the first full payroll period beginning in that quarter.

If an RN changes from regularly-scheduled status to PRN status within a quarter, the PRN hours will be calculated from the date of the RN’s first PRN shift for purposes of the Extra Shift Pay provided under Section 8 of Appendix A.

Section 3.4. Temporary RN. A nurse who is employed for a specific period of time, not to exceed twenty-six (26) consecutive weeks. It is understood that temporary nurses are excluded from the bargaining unit and ONA representation. Temporary nurses shall not be eligible for either purchased or accrued benefits. If the temporary nurse is hired as a regular employee, and satisfactorily completes the probation period, the nurse’s date of hire and seniority date shall be that date which the nurse was last hired as a temporary nurse if there has been no break in the nurse’s temporary employment.

Section 3.5. Agency, Traveler and Saint Alphonsus Health System (“SAHS”) Primary Employer Nurses. Except in circumstances where the Hospital has needed to contract for an Agency/Traveler/SAHS Primary Employer Nurse to temporarily fill a position vacated because another nurse is on a protected leave with return rights, if an Agency/Traveler/SAHS Primary Employer Nurse is assigned duties for longer than thirteen (13) consecutive weeks, that position will be re-posted according to Article 6 for all nurses to bid on if it has not remained posted before extension of the Agency/Traveler/SAHS Primary Employer Nurse beyond the initial thirteen (13) weeks.
If no qualified applicants apply for the position in response to the posting, the Agency/Traveler/SAHS Primary Employer Nurse may be extended for up to another thirteen (13) consecutive weeks. At no time will a SAHS Primary Employer Nurse work in place of a bargaining unit nurse who is on involuntary low census.

ARTICLE 4 – HOURS OF WORK AND PAY PRACTICES

Section 4.1. Workweek. The basic workweek shall be forty (40) hours in the seven (7)-day period from Sunday through Saturday.

Section 4.2. Pay Practices and Pay Period. The Hospital will continue to operate under a pay period of fourteen (14) calendar days. Nurses will be paid according to the pay policies set forth in Appendix A.

Section 4.3. Workday. The workday is defined as the twenty-four (24)-hour period beginning at the time the nurse commences work.

Section 4.4. Base Rate and Regular Rate. The first forty (40) hours of the workweek are straight time. A nurse’s straight-time rate of pay shall be the nurse’s base rate of pay from Appendix A excluding any shift differentials or premium pay. A nurse’s regular rate of pay shall be as defined in the Fair Labor Standards Act.

Section 4.5. Overtime. RNs shall be paid time and one-half his/her regular rate of pay for any work time over forty (40) hours in one workweek (the seven (7)-day period from Sunday through Saturday). 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 at regular rate, 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, call-back, and critical shift incentive hours worked at premium rates. Hours which are paid for jury duty will neither be included as hours worked for overtime calculation purposes, nor will they be counted as a working shift. Employees shall not work overtime without approval from a supervisor. In a patient care emergency (such as a code), when a nurse cannot obtain advance authorization, the nurse will notify his/her supervisor as soon as possible of the overtime work.
Section 4.6. Holiday Pay. All RNs in the unit shall receive time and one-half his/her regular base rate of pay when required to work on a holiday. Nurses who are required to take call as part of their position, will be paid double time when called back in to work on a holiday. Recognized holidays, for purposes of pay, shall be the following six holidays:

Christmas Eve/Christmas (December 24) from 19:00 through December 25, except if the noon to midnight shift is re-established in the ED, the time for this shift will be Christmas Eve/Christmas (December 24) 17:00 through December 25.

New Year’s Day – January 1st
Independence Day – July 4th
Thanksgiving Day
Memorial Day
Labor Day

The day within which the majority of the hours of the scheduled shift falls shall be considered the day of the shift for holiday premium pay.

Section 4.7. Low Census Call. A nurse who has been scheduled for a shift who is notified prior to the shift not to report to work as scheduled or who is sent home after the beginning of a scheduled shift may be placed on-call for low census during the scheduled shift and may be required to report to work should the work load change. A nurse placed on-call for low census will be paid the standby call rate set forth in Appendix A for hours spent on-call for low census. In addition, if required to report to work from this call status, the nurse shall be paid time and one-half the nurse’s base rate of pay, plus any applicable shift differential with a minimum of two hours at such rate for hours worked, except that premium pay will stop when the nurse’s previously-scheduled shift starts.

If a nurse is placed on-call prior to his/her shift beginning and is subsequently called in to work before the shift actually starts, the nurse shall be paid straight time commencing with the beginning of the shift regardless of when the nurse actually starts work, so long as the nurse reports within thirty (30) minutes. If the nurse requires more than thirty (30) minutes to report, pay for the shift will begin thirty (30) minutes prior to when the nurse actually reports.
This provision does not apply to situations where the RN has been placed on low census on call prior to the beginning of the shift and directed to report to work at a later time.

Section 4.8. Mandatory Scheduled Call for Closed Units. Although not scheduled for regular duty, a nurse may be scheduled to be on mandatory call to be available to report to work when notified. A nurse on scheduled mandatory call will be paid the standby call rate specified in Appendix A for all time spent in such status.

These additional conditions shall apply as described in the administration of scheduled call:

a. A nurse reporting to work from scheduled call shall receive time and one-half the nurse’s base hourly rate, plus any applicable shift differential with a minimum of two hours of pay at this premium rate for all hours worked, except that premium pay will stop when the nurse’s previously-scheduled shift starts.

b. Obstetrical Services Call. All RNs assigned to work in the Obstetrical Unit at the Hospital will be required to take mandatory call. This call time is usually a total of eight (8) hours of on-call per week. However, this time may need to fluctuate depending on number of positions vacant, new scheduling or staff patterns, changes in practice patterns in the future (i.e., OB doing their own C-sections). When changes are needed to the call schedule current patterns, the Patient Care Manager will discuss these proposed changes with the Unit Council and solicit feedback to the plan. Once that communication has been accomplished, the manager will then notify the rest of the unit members of the proposed changes and will solicit feedback for fourteen (14) calendar days. The manager will make a good faith attempt to make appropriate accommodations to the suggestions and will then post the changes. Sign-up for call will be managed by a voluntary sign-up sheet on a first-come/first-served basis by the RNs on the unit. A new sign-up sheet will be posted with each draft schedule. Any call shifts not filled with volunteers within two (2) weeks after the voluntary sign-up sheet is posted will be assigned by the manager or scheduler and included in the final schedule. Once the schedule is finalized, it becomes the responsibility of the RNs to find replacements for their own needs to change the schedule. Unit staff will cover their own unit for sick calls and absences. This will be done with mandatory call, if needed. Call shifts
may be covered in four (4)-hour blocks, as long as coverage for the entire shift is arranged. The assignment of call shifts will be according to staffing needs. Attempts will be made to keep the twelve (12)-hour day shift RN call schedule to no more than two (2) twelve (12)-hour weekend call shifts per schedule, recognizing this goal may not always be achievable, especially in a closed unit. Time recorded for the purposes of pay will be done per pay policies of the Hospital.

c. In the event a double-back would result in less than ten (10) consecutive hours off between any two shifts, the nurse will have the option to stay home until the nurse receives a break of at least ten (10) consecutive hours. If the nurse would rather report to work as scheduled, the nurse may do so. Double back is defined as working a shift, or part of a shift, have a shift or part of a shift off, and returning to work a shift or part of a shift.

Section 4.9. Non-Mandatory Requested Call. A nurse may be requested to be "on-call" for hours s/he has not been scheduled to work. These situations may arise either when a nurse agrees to be on-call for hours in addition to those hours for which s/he was regularly scheduled, or to be available to report if needed when s/he has not previously been scheduled to work. A nurse who agrees to be on-call for possible assignment will receive the standby rate of pay set forth in Appendix A for all time spent in such status. In addition, a nurse reporting to work from such non-mandatory call shall receive time and one-half the nurse's base hourly rate plus any applicable shift differential for all hours worked with a minimum of two hours of pay at this premium rate, except that premium pay will stop when the nurse's previously-scheduled shift starts.

Section 4.10. No Pyramiding. Hours paid at an overtime premium shall not be duplicated or pyramided; 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.

Section 4.11. Rest and Meal Periods. A fifteen (15)-minute rest period approximately in the middle of each four (4)-hour work period will be taken by a nurse, but may be altered as patient needs require. (For example, nurses working eight (8)- and ten (10)-hour shifts will receive two fifteen (15)-minute rest periods; nurses working a twelve (12)-hour shift are entitled to three fifteen (15)-minute rest periods.) A meal period of at

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least thirty (30) minutes (unpaid and on own time) shall be scheduled no later than five (5) hours after the work shift begins. Nurses working less than five (5) hours are not entitled to a meal break.

The second or third rest period of the day may be combined with a thirty minute lunch period with the permission of the person relieving the employee and the supervisor.

It is understood that, absent a bona fide emergency (i.e., a code), the meal period is to be uninterrupted. Nurses normally will not be required to remain on the unit during the meal period. If the nurse performs any tasks related to patient care as directed by a supervisor during the meal period, it is considered interrupted and the nurse will be paid for the meal period. As workloads allow, other shift nurses and management will assist nurses in arranging appropriate coverage in order to receive a meal period. It is the responsibility of the nurse, other nurses, and nurse managers on duty to reasonably coordinate rest and meal breaks. A nurse who believes s/he is entitled to pay for an interrupted meal period must report the incident to his/her manager and record the incident on his/her time card by the end of the shift.

Section 4.12. Weekend Scheduling. RNs (part-time and full-time) working in twenty-four (24)-hour patient care units are responsible to work twenty-six (26) weekends a year. Where possible, these weekends will be every other weekend.

Section 4.13. Posting and Changing Schedules. Nurses will have access to their schedules in each patient care area or through the staffing office. The posted schedules will cover a four (4)-week period. The effective date of the schedule will be the date the schedule starts. A tentative or "draft" schedule will be posted at least seven (7) weeks prior to the effective date; and the final schedule will be posted three (3) weeks prior to the effective date. To accommodate the 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.

A nurse requesting a change in a final posted schedule will be responsible for arranging alternative coverage for his/her scheduled shift, except in unanticipated situations of
illness or personal emergency. In arranging such alternative coverage, nurses will consider appropriate skill level, licensure mix and cost (i.e., possible overtime). Such arrangements for coverage will be effective upon approval of the unit manager or house supervisor, which shall not be unreasonably withheld. In situations of illness or personal emergency, where possible, the nurse will provide the unit manager or house supervisor at least two (2) hours’ prior notice that the nurse will be unable to work a scheduled shift.

In addition, RNs on regularly-scheduled vacation will not be expected to take call; however, RNs who arrange time off by arranging a replacement for their scheduled hours will also arrange for a replacement to cover their call responsibility.

A nurse desiring to alter a posted draft schedule is expected to notify the unit Patient Care Manager, or designee, and any nurse directly affected by the proposed alteration of the draft schedule. Once the final schedule is posted, changes cannot be made without the consent of the Patient Care Manager or designee, as well as the affected nurse(s). It is further understood that in unexpected staffing emergencies resulting, for example, from multiple employee resignations or terminations, unexpected leaves of absence, or unanticipated patient care emergencies, the Hospital maintains the right to re-post a schedule which may alter previously-scheduled time off. Such alteration will not occur without first considering opportunities to fill the unexpected staffing emergencies with other sources of staff, such as per diem, cross-trained, agency, or other nurses who have not previously been granted time off.

It will not be a violation of the contract scheduling procedures for staff nurses designated and approved by the Patient Care Manager to generate preliminary drafts of work schedules where such procedures have been implemented and maintained by an operating group in the bargaining unit with the approval of Vice President of Patient Care Services.

Section 4.14. PTO (Vacation) Scheduling. Vacation requests for scheduled PTO of five (5) or more consecutive days will be considered in part according to the time and date they are submitted to management on a vacation request form, recognizing that vacation requested for holiday periods will be rotated equitably on a departmental basis. Requests will be submitted online through the electronic scheduling system. Nurses are encouraged to submit such written requests no more than nine (9) months or less than eight (8) weeks in advance of the effective date of the affected schedule.
The Hospital's response to such vacation requests will be communicated with the posting of the draft schedule at least seven (7) weeks prior to the effective date of the schedule. In the event two (2) or more nurses request the same period of time off, the Hospital will seek to accommodate the requests. If, however, multiple requests cannot be accommodated for staffing purposes, the senior nurse shall be given preference. However, the senior nurse cannot exercise this preference more than once during the term of the labor agreement. Requests submitted after the posting of the draft schedule will be accommodated as possible; however, a nurse may not use seniority in order to secure a request submitted after the posting of the draft schedule. Nurses who submit vacation requests after the posting of the final schedule will be required to secure their own qualified replacement. At least one vacation request per shift per nursing unit will be approved. In considering vacation requests, it is understood that management will consider skill mix and staffing availability.

Requests for individual days off (less than five (5) consecutive days) will be submitted at least five (5) weeks prior to the effective date of the Hospital schedule in which the requested day off would fall. The Hospital's response to such requests will be communicated when the final schedule is posted at least three (3) weeks prior to the effective date of the schedule.

Section 4.15. Reporting Pay. RNs reporting to work for a regularly-scheduled shift (other than situations covered by Section 4.7 (Low Census Call), Section 4.8 (Mandatory Scheduled Call), or Section 4.9 (Non-Mandatory Requested Call)) shall receive a minimum guarantee of two (2) hours work or pay at the nurse's regular rate of pay.

Section 4.16. Reclassification of PRN and Part-Time RNs. A part-time or PRN nurse may request review of his/her status for the purpose of changing classification status. The nurse will be reclassified if the Human Resources Department determines that the hours worked or scheduled by the nurse during the previous six (6) months meet the definition of a part-time or full-time nurse and such hours of work are expected to continue. The Hospital also may initiate the foregoing review process.

Section 4.17. Shift Rotation. The parties recognize that scheduling practices and needs, including the possibility of rotating shifts, may vary among nursing units. In units which utilize rotating shifts, no more than three (3) rotating positions will be posted and held per
shift in a nursing unit at any one time. A nurse that is assigned to rotate from the night shift to the day shift shall be paid the night shift differential for all hours worked while assigned the rotation to day shift. Seniority will be a key factor in determining which nurses may bid out of the rotating position. Management will attempt to employ any rotating schedules in a manner that accommodates the scheduling desires of the affected nurses, recognizing that management ultimately remains responsible for maintaining adequate staffing.

Rotation of shifts normally will be limited to covering temporary shortages or vacancies in the schedule where other staffing options are not available. Each temporary shortage will be treated as a separate occurrence. The parties recognize that rotation of shifts absent such situations is not the routinely-desired staffing arrangement. When such temporary shortages or vacancies occur, management will first attempt to cover the shortages with volunteers, appropriately cross-trained nurses, or PRN staff. In each occurrence when a shortage or vacancy persists despite these efforts, designated rotating nurses (as described in the paragraph above) will rotate into the shortage or vacancy in rotating order starting with the lowest seniority within the patient care unit. It is a goal that ordinarily no one nurse will be rotated for more than eight (8) weeks at a time before another nurse is rotated, unless a longer or shorter period is mutually agreed to by the rotating nurse and the department manager. Such rotation shall continue until other volunteers or per-diem staff are scheduled or the shortage or vacancy ends.

Section 4.18. Temporary Assignments/Supervisory Assignment. A nurse may, with the nurse’s consent, be assigned temporarily to a non-bargaining unit supervisory and/or management position. When a temporary assignment occurs, the nurse shall be compensated for such work at the nurse’s current hourly rate of pay plus four dollars and fifty cents ($4.50) per hour worked, for the period of the interim assignment. In those cases where bargaining nurses are performing some duties that may be construed as supervisory, the parties agree that such employees on interim assignment shall not be challenged as being covered by this Agreement, although it remains understood that supervisors are not included in the bargaining unit. These temporary assignments shall be confirmed in writing.
Section 4.19. Hospital Provided Clothing. Nurses who are required as part of their job duties to wear hospital provided scrubs while on shift, will be provided time at the beginning and end of their shift to change into such clothing.

ARTICLE 5 – EMPLOYMENT STATUS

Section 5.1. Probationary Period. The probationary period for a newly-hired nurse shall be ninety (90) calendar days from the first day of orientation. A nurse on probationary status may be terminated at-will by the Hospital without recourse to the grievance procedure. This probationary period may be extended up to ninety (90) additional calendar days at the Hospital's discretion by written notice to the nurse sent before the expiration of the initial ninety (90)-calendar day period. If a nurse's probationary period is extended, a work plan shall be prepared before the end of the initial probationary period to help the nurse meet any deficiencies.

Section 5.2. Personnel Files. In the presence of a Hospital representative, a nurse may inspect items in his/her personnel files since his/her date of employment. If the nurse requests one copy of any material from the file, such copy shall be provided at the Hospital's cost.

Nurses shall be furnished one copy of any disciplinary action, evaluation, review of performance expectations or educational development plan written for inclusion in their files which is critical of the nurse's conduct or work performance. Nurses shall sign an acknowledgement of receipt of such material. Such signature does not necessarily indicate agreement with the content of the document.

Nurses may, within fourteen (14) calendar days of the acknowledgment, submit to Human Resources a written response to such material for possible inclusion in the nurse's files, consisting normally of not more than two (2) pages in total. The Hospital retains the right to delete from any submitted material items which a reasonably prudent person would find to be substantially inaccurate, defamatory or otherwise inappropriate as part of the Hospital file. Such deleted material shall be returned to the nurse with a copy to the ONA Labor Relations Representative. Within fourteen (14) calendar days of the mailing, the nurse may submit revised material for possible inclusion in the personnel file after consultation and review by the ONA representative. The Hospital may also delete from such resubmitted material items which a reasonably prudent person would find to be
substantially inaccurate, defamatory or otherwise inappropriate as part of the Hospital file.
Such rejected material shall be returned to the nurse.

A nurse shall have the opportunity to have a statement included in his/her personnel file within twelve (12) months after the administration of a prior disciplinary action. The Hospital, upon request from the nurse, will review the nurse’s performance related to the original disciplinary action and include a written statement addressing the nurse’s success at resolving the issues that gave rise to the discipline. The statement thereafter shall be given to the nurse and placed in his/her personnel file.

Section 5.3. Notice of Termination by the Nurse. Nurses shall give the Hospital not less than eighteen (18) calendar days’ prior written notice of intended resignation. The nurse must be available to work all scheduled days during the notice period.

Section 5.4. Notice of Termination by the Hospital. The Hospital shall give non-probationary nurses fourteen (14) calendar days’ prior written notice of the termination of their employment. When terminating a non-probationary nurse, the Hospital will provide either the described notice or pay in lieu of notice for hours scheduled in the notice period. No such advance notice, or pay in lieu thereof, shall be required for nurses who are discharged for cause related to their work. Nurses who are discharged for cause will be paid accrued PTO as of the date of termination. A nurse on probationary status may be terminated in the sole judgment of the Hospital without recourse to the grievance procedure.

Section 5.5. Exit Interview. Upon request, a nurse shall be granted an interview with the Patient Care Manager of the unit and/or Human Resources upon termination of employment. Such interview shall not be treated as an "investigatory interview" for purposes of Association representation.

ARTICLE 6 – SENIORITY

Section 6.1. Seniority Defined. Seniority shall be based on years of service for all Full-Time and Part-Time nurses. PRN nurses shall receive one (1) year of service credit for every three (3) years worked. Each year in July, the Hospital will provide a copy of the seniority list to the Association. A nurse will have twenty-one (21) calendar days from the date the list is transmitted to the Association to challenge the accuracy of this list.
Section 6.2. Loss of Seniority. Seniority shall be terminated if a nurse is laid off for more than twelve (12) consecutive calendar months, quits, retires or is discharged. If a nurse retires and is rehired by the Hospital within a period of less than one (1) year from the date of termination, s/he will be returned from the time of reemployment to the same pay rate as prior to termination, to the same date of hire for purpose of PTO accrual, and to the seniority list with the same seniority date (adjusted for the length of time of retirement) as s/he had at the time of retirement. If a nurse quits and is rehired by the Hospital within a period of less than one (1) year from the date of termination, the nurse will be returned from the time of reemployment to the same pay rate as prior to termination and to the same date of hire for the purpose of PTO accrual.

Section 6.3. Promotions or Transfers Out of the Unit. Seniority will not be lost when a nurse is promoted to a supervisory or management position or transferred to a position not covered by this Agreement, provided that seniority shall not continue to accrue during the period of absence from the bargaining unit covered by this Agreement. An individual in a non-unit position may use seniority to bid on a vacant bargaining unit position. If the nurse later returns to a position covered by this Agreement, previous seniority shall be unfrozen and continue to accrue.

An employee who returns to an RN position from a management or exempt non-bargaining unit position will have the employee’s salary determined in the following manner.

The Hospital will evaluate their experience and place them on the wage scale based on their overall experience as a nurse.

Section 6.4. Posting of Vacancies. The Hospital will determine and post job openings which may include vacated or newly-created positions. Notice of temporary vacancies expected to last more than thirty (30) calendar days will be communicated via email within the affected department.
The posting period for positions open to internal and external applicants will be a minimum of seven (7) calendar days prior to filling the position. External posting may occur concurrently with internal applicants being considered first. Vacant positions will be posted in the following manner:

1. Internal postings will be sent in a blast email to all nurses. The posting will ask for interested applicants in the specified position as well as any similar position in the same department that may open up because of job shifting. Similar positions may include a change in shift, but job requirements and FTE will be essentially the same. If there is a subsequent change in the job requirement or FTE, the position would then be subject to the internal posting and blast email process. The position will remain open for seven (7) calendar days.

2. Postings will include: department, original shift, FTE equivalent hours and position requirement summary.

3. All successful and non-successful applicants will be notified.

4. Once the successful nurse accepts a position, he/she will receive a summary of the job FTE and shift assignment. A copy will be placed in the nurse’s file.

5. Once all shift changes and internal applicants have been considered, the remaining open position/vacancy may be filled by qualified external applicants. All internal applicants possessing required qualifications will be interviewed. Qualified external applicants will also be considered. An internal nurse selected to fill a vacant position shall be placed in that position after the sooner of: (i) six (6) calendar weeks or (ii) a qualified replacement for his/her position has been obtained and, if necessary, oriented. In situations of positions which are hard to fill when the Hospital has been unable to obtain a qualified replacement, transfers to the vacant position may be delayed with mutual agreement between transferring nurse and Patient Care Manager for up to twelve (12) weeks. Such agreements shall be in writing with a copy provided to the Association. Qualifications to perform the duties of the position shall be the primary consideration in the selection process. If two (2) or more qualified nurses apply for a vacant position and are considered to be substantially equal in qualifications for the open position in the sole judgment of the Hospital, the most senior nurse shall have preference. There shall be no obligation to train an applicant to become qualified. An applicant may be deemed qualified for a like position (similar job requirements and qualifications which do not require additional training) even though the nurse has not previously been oriented to the posted position. Only qualified applicants will be
considered. If there is no qualified applicant for a position which has been posted for internal applicants only, the Hospital may fill the vacant position from any source.

The posting process is available for the openings described above. Nurses are not permitted to bump an occupied position. It is also understood that if a nurse has held a position in such a manner that the history of work hours demonstrates the nurse has effectively occupied a position, it will be understood that the nurse has already been assigned to that position and no vacancy exists to be posted. Normally, a position will be deemed occupied if the RN has held it for at least six (6) schedules other than where an RN is providing temporary relief for another nurse who holds the position.

In order to facilitate communications about career objectives, a nurse who desires to change shifts or move to another department within the Hospital is encouraged to make this desire known in writing to the Patient Care Manager of the prospective department who may from time to time communicate with the nurse about prospective openings or cross-training opportunities.

On request within ten (10) calendar days of notification of the decision, an unsuccessful applicant may confer with the interviewing manager to receive feedback concerning reasons for the selection and strategies for improving the nurse’s prospects in the near future.

Section 6.5. Low Census Rotation. When low-service volume requires adjustment in nurse staffing, such adjustment shall be by rotation under the following guidelines. These guidelines assume appropriate clinical proficiency of the nurse(s) who will remain in a department following low census of other nurses. Low census and on-call will be assigned in the following descending order of priority:

a. SAHS Lease RN.

b. Nurses who have earned overtime in the pay period, unless an exception based on skill mix requirements is approved by the Patient Care Manager.

c. Volunteers who have requested low census. Where there exist more volunteers than need, the low census will be assigned first to a volunteering nurse on extra shift, and then to the volunteering nurse whose turn it is in the rotation. Where volunteers have similar standing in the rotation, requested low census shall be awarded in the order of the nurses’ requests.
d. PRN nurses.

e. Part-time and full-time nurses not on overtime working an extra shift on that
day, above their assigned FTE.

f. Full-time, part-time registered nurses and Agency/Traveling Nurses, subject
to the Agency/Traveling Nurses' contractual exposure to low census.

Low census and on-call events shall be rotated by tracking on a fiscal year basis each
nurse's lost scheduled hour due to previous low census and/or on-call time, according
to the work records maintained via the Hospital payroll system. Cancelled hours on
extra shifts will not count as low census experienced for rotation purposes. At the
beginning of the first full pay period in each fiscal year, the accumulated low-census and
on-call time shall be erased, and the tracking will begin again. The record-keeping
system (Intranet Low-Census Workbook) is available on-line to all bargaining unit
nurses. Staffing decisions will be made in real time with information in the Intranet Low-
Census Workbook. Nurses shall be made whole for work lost when placed on low
census out of order only if a nurse has brought the potential error to the attention of his
or her manager or house supervisor prior to the lost work shift. The Low Census
Workbook will be available on the intranet and will be open only to RNs and UCs for the
unit represented.

All low-census hours, excluding Extra Shift low census, will be tracked for all full-time,
part-time, and agency nurses, with reports printed out daily for managers and house
supervisors to use when low census is needed. It is the nurse’s responsibility to verify
the accuracy of their own low-census information in the Low Census Workbook.

For the purpose of including a newly-hired nurse, a nurse returning from extended leave
(i.e. FMLA) or an Agency/Traveling nurse in the tracking rotation, the nurse shall, upon
completion of orientation, or return to work, be given a number equal to the average for
the fiscal year to the end of the preceding payroll period of all the nurses in the new
nurse’s primary unit’s tracking rotation. The nurse manager will notify the RN of the
number of low-census hours he/she is receiving as credit. The RN will have fourteen
(14) days to challenge the credited low-census hours.

It is understood that the average number assigned to an Agency/Traveling nurse or to a
nurse emerging from orientation is solely an indicator for the rotation of low census; the
number assigned has no significance regarding any other issue such as compensation or seniority.

In administering low census, the Hospital will maintain a skill level mix appropriate to the remaining patient requirements.

The rotation records shall be maintained by management or designee on a payroll period basis and be posted for nurses with the monthly schedule. The posting shall include each nurse's tally of low-census hours through the most recent payroll period for which the Hospital has data available on-site regarding low census when the scheduled is posted.

Section 6.6. Low Census Maximum. Nurses shall not be placed on low census for more than 25% of their regularly scheduled hours in a four (4) week schedule period. After reaching the 25% maximum in a schedule period, nurses may only be placed on low census if they volunteer for those hours. In the event a nurse has reached the low census cap, management may reassign the nurse as a sitter, to orient to another unit, or other task-related duties across the medical center.

Section 6.7 Prolonged Low Census Periods. If in the event a group of nurses believes that a prolonged period of low census or reduced hours no longer can be effectively managed by the low-census rotation system or other utilized means, such nurses may request an opportunity to meet with Nursing Administration and ONA representatives to discuss possible options for addressing their concerns. Such discussions may include alternative staffing patterns or a permanent reduction in hours or positions. In the event management determines that the most appropriate option available is a permanent reduction in hours, then the seniority provision outlined in the layoff provision will apply in meeting the needed reduction.

Section 6.8. Nurses in Orientation. Nurses in orientation will be exempt from low census. Nurses shall be given an appropriate orientation period as determined by the appropriate nurse manager after consultation with the orienting nurse and the assigned preceptor. A nurse in orientation, or the orientating nurse's assigned preceptor, who believes the orienting nurse has been moved too soon to a full patient load may submit to the appropriate nurse manager a written statement of orienting nurse's perceived
deficiencies for consideration and response by the nurse manager within seven (7) calendar days. Should the precepting nurse be dissatisfied with the nurse manager’s response, the preceptor may submit in writing a statement for the cause of review to the Vice President of Patient Care Services for consideration.

Section 6.9. Preceptors/Clinical Teaching Assistants (CTAs). Preceptors and CTAs will be exempt from low census when they are actively engaged in precepting a nurse in orientation or in CTA activities, unless there is an equally-qualified and trained preceptor or CTA available and the assigned preceptor or CTA requests low census/on-call. While part-time status will not disqualify a nurse, who has met the requirements for performing as a preceptor or CTA, availability of the preceptor or CTA during the orientee’s or student’s schedule is a significant factor for management in making preceptor and CTA assignments. “CTA” status will be recognized under this provision where the RN has been qualified and scheduled for that role with management approval.

Section 6.10. Floating and Cross-Training. At the nurse manager's discretion, before a nurse is placed on low census in a particular nursing unit, s/he will be given an opportunity to cross train to other nursing units where it is cost effective, an opportunity exists, and there is an identified staffing need.

RNs may request specific cross-training opportunities. Nurses will be assigned to float or cross train at management's discretion, according to the skills and orientation of individual RNs and the needs of various Hospital nursing units.

Section 6.11. Low-Census Hours and Benefits. All low-census hours (whether or not on-call hours) will count for purposes of PTO accrual.

Section 6.12. Layoff and Recall. If a reduction in force is deemed necessary because of prolonged low level of service utilization, Team Leaders shall work with department managers to evaluate and determine which positions or workweek hours shall be eliminated. The Hospital retains the prerogative to consider the nurse’s acute care nursing experience, skill mix, current and/or active discipline and ability to perform the remaining available work with adequate orientation. Where these factors are substantially equal, seniority shall be the determining factor in deciding which nurses will be affected by the elimination of positions or reduction of hours.
Nurses affected by an hour’s reduction or position elimination may apply for open positions, reduce to available PRN positions, be transferred, retrained, laid off, or separated from employment, depending on conditions. Nurses choosing to apply for an open position shall have first consideration over other applicants seeking the new position for reasons other than a position elimination or hours reduction. If a nurse’s original position is reinstated, the displaced nurse has first preference in reclaiming the position if it is posted within six (6) months from the date of layoff. Nurses who are laid off will be given at least eighteen (18) calendar days’ notice of layoff or will receive pay in lieu of notice for all schedule days in that eighteen (18)-day period.

Nurses who remain on the recall list may apply for any open position that becomes available. Nurses shall be recalled in the reverse order of layoff, so long as they meet the qualifications established for the available positions.

Section 6.13. Response to Layoff or Recall. It is recognized that in exercising seniority in situations of layoff or recall, a nurse must be willing to work the available shift and hours. For example, if a shift available under the post-layoff staffing strategy established by the Hospital is a full-time position and the senior nurse on the recall list has been part-time, the senior nurse may elect to accept the available full-time shift and hours offered by the Hospital or pass the opportunity to the next senior nurse. A nurse electing to pass on an available position may bid on the next available opening for one opportunity. A nurse declining his/her second recall opportunity will be deemed to have resigned.

Section 6.14. Forfeiture of Recall. A nurse shall forfeit further recall rights by failing to respond to the Hospital regarding intent to return to work within five (5) calendar days after the date recall notice is sent by certified mail to the nurse’s last address on record with the Hospital.

Section 6.15. Hire Date Restored. Laid off nurses will have their original date of hire reinstated if recalled within twelve (12) months of layoff.

Section 6.16. Filling Vacancies Temporarily. A temporary vacancy shall be defined as any vacancy of less than thirty (30) days. There shall be no obligation to post
Section 6.17. Hospital Assignment of RNs. While the Hospital will attempt to schedule nurses consistent with preferences they have expressed through the job-bidding and training registry systems, the Hospital retains the right to reassign nurses where necessary in the judgment of the Hospital to balance experience, or training on a particular shift or where the Hospital determines such action to be temporarily necessary to the maintenance of a proper level of patient care. Nurses will not be assigned to float or fill a position requiring cross-training without appropriate orientation and training under the Hospital’s policy entitled “Staffing: Orientation to Other Units (Float/Core).” Staff nurses working extra time or extra overtime shifts will not be required to float to other units outside their areas, nor will they be used by their primary assigned unit to allow others to float, without agreement of the impacted nurses. Except in unforeseen circumstances, a staff nurse working a regularly-assigned shift will not be required to work outside the nurse’s scheduled unit where the purpose of the reassignment is to allow a nurse in another unit to float. Staff may float on a voluntary basis.

Section 6.18. General Principles.
   a. Efficiency. The parties confirm that nothing in this Agreement requires the Hospital to work an employee at overtime or premium rates when another qualified employee is available to perform the work at straight-time or lower premium rates.
   b. Assignments. The Hospital will attempt to distribute equitably training, work and overtime assignments consistent with the provisions in this Agreement which establish priorities normally to be followed in the assignment or allocation of work, including overtime. It is possible, however, through necessity, miscommunication or error that assignments will be made which may not strictly conform to these established priorities. Employees who have missed a training, work or overtime opportunity through some misapplication of the contract will have as their remedy priority to the next training, work or overtime opportunity. In no case will the Hospital be required to pay an employee for a missed training, work or overtime opportunity.

Section 6.19. Insurance Benefits. The Hospital will pay its share of the insurance premiums for a laid-off nurse for the remainder of the calendar month in which the layoff
occurred. Laid-off nurses may continue the Hospital’s insurance under applicable Hospital policies while on layoff.

ARTICLE 7 – HEALTH AND WELFARE

Section 7.1. Medical, Dental and Vision Insurance. The Hospital shall maintain the insurance plans currently in place, including any future changes which are uniformly adopted for plan beneficiaries; provided, that changes in such plans or the current premium cost sharing may be made as two conditions are satisfied:

a. The Hospital provides sixty (60) calendar days’ advance written notice of the proposed change to the ONA and gives meaningful consideration to any input received from the ONA within thirty (30) calendar days of the written notice regarding the proposed changes, and

b. Such changes shall be Hospital-wide for all employees of the Hospital, not limited solely to the ONA bargaining unit.

Section 7.2. Other Benefits. The Hospital will maintain the employee benefits identified in Appendix B attached, for the life of this Agreement, provided that changes may be made as described in Section 7.1 above.

Section 7.3. Environment of Care Committee. The Environment of Care (EOC) Committee shall have as members at least one (1) nurse designated by the Association.

Section 7.4. Exposure to Communicable Disease. Time lost from work because of quarantine resulting from exposure to a communicable disease at work will be compensated to an eligible nurse to the extent described below at the nurse's regular rate of pay, if the quarantine is not covered by workers' compensation and if the nurse is disqualified from nursing duties by the Hospital after following the process described below. In order to be eligible for compensation, a nurse must:

a. Maintain current immunizations for diseases to which the nurse may be exposed at the Hospital.

b. Report a potential exposure to the Hospital's Infection Control Nurse, or designee, within four (4) hours of the nurse's awareness of the exposure and comply with related requests for additional evaluation of the exposure as directed by the
Infection Control Nurse or someone with equivalent authority for the Hospital.

c. As a result of such evaluation, be placed under quarantine.

A nurse placed under such quarantine will be reimbursed up to seven (7) days of regular pay to the extent the nurse is not able to work previously-scheduled shifts because of the quarantine, if the nurse complies with any treatment regimen recommended by the Hospital’s Infection Control personnel.

This reimbursement is not available to the extent the Hospital has provided the nurse other available and suitable work during the period of the quarantine. In any case, the Hospital shall provide a nurse who loses scheduled shifts priority to subsequent make-up work opportunities during the two (2) scheduling periods after the quarantine has been lifted.

Section 7.5 Influenza Vaccine. Nurses are strongly encouraged to receive annual immunizations against influenza, particularly when recommended by the SAMC infection control committee, the local County Health Department, the Oregon State Health Department, or if an epidemic is predicted. The influenza vaccination is provided to nurses at no charge. Nurses who choose to be vaccinated are asked to provide proof of annual vaccination. Nurses 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.

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 on request to negotiate the proposed change during the thirty (30)-day notice period.

Section 7.6. Short-Term and Long-Term Disability. The Hospital will continue to pay the full cost of coverage under the group long-term disability program for eligible full-time nurses. The Hospital will continue to pay the full cost of coverage under the group short-term disability and long-term disability programs for eligible full-time and eligible part-time nurses, subject to the provisions of Section 7.1 above.
ARTICLE 8 – PAID TIME OFF (PTO)

Section 8.1. Accrual. Full-time and part-time nurses shall receive paid time off (PTO) in accordance with SAHS policy.

Section 8.2. 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).

Section 8.3. For reference only, under the SAHS PTO Policy PTO hours will accrue as follows through December 19, 2020:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Time Accrued</th>
<th>Annual Accrual</th>
<th>Maximum Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>0.096 hrs/hr paid</td>
<td>Up to 200 hrs/year</td>
<td>300 hrs</td>
</tr>
<tr>
<td>1-4 years</td>
<td>0.107 hrs/hr paid</td>
<td>Up to 224 hrs/year</td>
<td>336 hrs</td>
</tr>
<tr>
<td>5-9 years</td>
<td>0.119 hrs/hr paid</td>
<td>Up to 248 hrs/year</td>
<td>372 hrs</td>
</tr>
<tr>
<td>10-14 years</td>
<td>0.131 hrs/hr paid</td>
<td>Up to 271 hrs/year</td>
<td>406 hrs</td>
</tr>
<tr>
<td>15+ years</td>
<td>0.142 hrs/hr paid</td>
<td>Up to 296 hrs/year</td>
<td>444 hrs</td>
</tr>
</tbody>
</table>
Beginning December 20, 2020, the following separation of the holidays from the PTO bank will take place pursuant to the following grid, below. Note, there is no change to actual time off for employees.

Employees will be provided holiday pay based on FTE status (1.0 = 8 hours, 0.5 = 4 hours, etc.), whether working or not. For example, on the 4th of July, a 1.0 FTE will receive 8 hours of holiday pay, plus 1.5x pay for all hours worked on the holiday (a total of double time and a half). If the same employee does not work the 4th of July holiday, the 1.0 FTE will receive 8 hours of holiday pay.

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>0.069231 (e.g. up to 144 hours per year)</td>
<td>7 (e.g. up to 56 hours per year)</td>
<td>216 hrs</td>
</tr>
<tr>
<td>1-4 years</td>
<td>0.080769 (e.g. up to 168 hours per year)</td>
<td>7 (e.g. up to 56 hours per year)</td>
<td>252 hrs</td>
</tr>
<tr>
<td>5-9 years</td>
<td>0.092308 (e.g. up to 192 hours per year)</td>
<td>7 (e.g. up to 56 hours per year)</td>
<td>288 hrs</td>
</tr>
<tr>
<td>10-14 years</td>
<td>0.103846 (e.g. up to 216 hours per year)</td>
<td>7 (e.g. up to 56 hours per year)</td>
<td>324 hrs</td>
</tr>
<tr>
<td>15+ years</td>
<td>0.115385 (e.g. up to 240 hours per year)</td>
<td>7 (e.g. up to 56 hours per year)</td>
<td>360 hrs</td>
</tr>
</tbody>
</table>

Section 8.4. PTO hours accrued shall be accumulated in each nurse’s individual account. A nurse accrues PTO on a maximum of eighty (80) hours per pay period.

Section 8.5 Maximum Accrual.

For reference only, under the SAHS PTO Policy, the maximum accumulation will be one and one-half (1.5) times the maximum yearly accruals.
Section 8.6. Scheduling. All requests for time off work must be submitted through the electronic scheduling program. Requests for time off will be submitted as provided in Section 14 of Article 4.

Section 8.7. Payment. Accrued PTO will be paid in accordance with SAHS policy.

Section 8.8. Usage. Accrued PTO hours are used for days off work as specified in SAHS policy.

Section 8.9. Abuse. Disciplinary action shall be taken for abuse of PTO. The Hospital may at its discretion require a physician's certificate if there is cause to believe that an employee is abusing PTO. Should the hospital require this certificate, they will be responsible for the cost of the visit and paperwork.

Section 8.10. PTO Administration. Other policies on PTO, such as cash-outs and donations to other employees, shall be pursuant to SAHS policy.

ARTICLE 9 – LEAVES OF ABSENCE

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. The titles of the SAHS policies covering leaves of absence as of November 15, 2019 are:

- Family and Medical Leave (FMLA) and Oregon Family Leave (OFLA) for Non-Military Leave
- Family and Medical Leave (FMLA) and Oregon Family Leave (OFLA) for Qualifying Military Exigency and Care for Covered Service Member Leave
- Military Leave
- Bereavement Leave
- Jury Witness Duty and Pay
- Elective Leave of Absence (Non-FMLA)
ARTICLE 10 – PROFESSIONAL NURSING CARE COUNCIL (PNCC)

Section 10.1. Definition. The Professional Nursing Care Council (PNCC) is a committee which empowers and mentors staff nurses to make recommendations regarding the standards, safety and quality of nursing care, procedures, ethical conduct and professional practice of nurses.

Section 10.2. Policy. The PNCC shall operate as described in Hospital policy. The policy can be revised by the Hospital in collaboration with the PNCC following notice to and the comment opportunity described below, provided (1) that the PNCC (with a copy to the ONA Labor Relations Representative) has received at least thirty (30) days’ prior written notice of the proposed change and an opportunity to meet to discuss the proposed revision during the comment period, and (2) that no change will be made in the policy without full consideration of the input received from the PNCC requesting such proposed change, including a written explanation from the Vice President of Patient Care Services of any variation from the recommendation of the PNCC requesting the policy change.

Section 10.3. Exclusion. The PNCC shall refrain from discussing any matters which are the subjects of a pending grievance.

Section 10.4. Structure. The core voting members of the PNCC shall be staff nurses who are nominated and voted on by the unit/department where they currently practice. In addition, the ONA bargaining unit shall designate from the bargaining unit one of the members-at-large who shall be a voting member. Members will receive their regular rate of pay for time in attendance at a scheduled meeting of the PNCC, including any meeting of a subcommittee of the PNCC approved in advance by the Vice President of Patient Care Services.

Section 10.5. Recommendations. Any recommendations of the PNCC requiring administrative review and approval will be responded to within the time frame of the next meeting or fourteen (14) calendar days if another meeting is not scheduled. This response will be reflected in the minutes or in writing to the committee.
ARTICLE 11 – PROFESSIONAL DEVELOPMENT

Section 11.1. Performance Evaluations.

a. Performance Evaluations will be conducted at the end of the probationary period and at least annually thereafter. Department Goals will be developed at the unit level with input from the unit council or similar departmental process. The nurses will receive at least thirty (30) calendar days’ prior written notice of the proposed evaluation and, if requested, management will consider any comments submitted or delivered within twenty-one (21) calendar days of delivering such written notice before finalizing the substance of the evaluation.

b. Peer Input. The Nurse Manager may seek peer input in preparing each RN's evaluation. The nurse may also select an equal number of peers for their evaluation. During the evaluation process, the Nurse Manager may provide the RN a summary of peer comments regarding his/her performance, which may become part of the evaluation documents. A copy of the summary of peer comments will be provided to the RN. Peers participating in the peer review process will complete their evaluations within the time lines arranged by the Nurse Manager, which shall be established in advance with reasonable regard for the additional work required.

c. Performance Evaluation Appeals. A nurse may request changes in his/her performance evaluation by filing a written appeal with the nurse's Nurse Manager which states the specific points of disagreement. Thereafter, the ONA Labor Relations Representative assigned to the bargaining unit and the nurse's Nurse Manager shall confer. If the ONA Labor Relations Representative and the Nurse Manager are unable to agree on appropriate disposition of the appeal, the appeal may be submitted by specific additional written request to the CNO. The outcome of the appeal process will be final and binding and not subject to the grievance or arbitration procedure of the contract. An appeal will be dismissed as untimely if submitted later than twenty-one (21) calendar days after receipt by the nurse of the performance evaluation.

Section 11.2. In-services. To the extent reasonably possible and with the pre-approval of their manager, RNs will be granted time while on duty to attend appropriate in-service training programs and seminars offered by the Hospital when related to their job. RNs will be paid their regular rate of pay (including overtime, if applicable) to attend required or mandatory in-service training programs if not on duty at the time of the training program. RN participation in such in-service training with pay shall be pre-approved in writing by the RN's Nurse Manager. Where nursing leadership determines that new or...
modified equipment requires additional in-service training for appropriate nursing
practice, appropriate training will be prepared. Notices announcing such required
training will be posted, and RNs will be expected to have completed such training prior
to using the new or modified equipment. RNs need prior authorization for any paid
education or in-service that results in overtime. This includes any self-scheduled
classes or on-line work. If this authorization is not obtained, the hours will not be
eligible for premium pay unless otherwise required by law.

Section 11.3. Educational Opportunity. Upon prior approval of the Hospital, for
expenses incurred to attend training programs and seminars relating to nursing which
will benefit the nurse in his/her employment at the Hospital, RNs will be reimbursed: the
lesser of air travel or mileage expenses; course fees; reasonable hotel expenses; and
the lesser of actual or the maximum recognized IRS meal allowance. To facilitate
attendance, a nurse may have airfare paid in advance of the event. In the event the
nurse is unable to attend, they may be required to repay non-refundable expenses. This
may be waived in extenuating circumstances with approval of the Senior Leadership
Team. A nurse attending with prior approval a mandatory training session or training
related to mandatory certification or recertification (such as ACLS or PALS) which has
not been reasonably available to the nurse on site at the Hospital within six (6) months
prior to the new certification requirement or expiration of the current certification (and for
which the nurse has on request been released from duty) will be reimbursed his/her
actual rate of pay for educational time spent in the program, cost of the program and
mileage. If required to stay overnight, with prior approval, the cost of hotel and meals
shall be provided.

The possibility of pay for time spent in non-mandatory outside conferences will be
considered on a departmental basis, within the departmental processes anticipated by
the Hospital’s policy regarding Education of Staff. The question of whether the nurse
will be paid for time spent in a non-mandatory conference will be resolved during the
departmental approval process.

In furtherance of this objective, the Hospital will set aside at least $15,000 annually in an
education fund for RN non-mandatory education expenses. In addition, financial support
for two hundred (200) hours of paid time will be reserved in this fund annually.
Beginning July 1, 2020, financial support for four hundred (400) hours of paid time will
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be reserved. These funds shall both be distributed equitably amongst eligible nurses and in such a way so that one nurse or department of nurses does not dominate fund requests. Requests for educational programs shall first be made to a unit practice council and then forwarded to the PNCC, within the processes provided by applicable Hospital policies. A nurse may apply to this fund resource for financial support to attend a conference providing non-mandatory education pertinent to their practice as a RN at the Hospital. The Unit Practice Council and PNCC subcommittee will respond to the applications to this fund and, where approved, will designate the amount of support in paid time and expenses which the candidate will have available in response to the application. The allocation of the funding will then be approved by the Vice President of Patient Care Services. Access to this fund normally may not be requested in combination with a request for department funds or other funds from within the Hospital, but exceptions to this norm will be considered on a case-by-case basis where a combination of available funds will make possible significant training that would otherwise be unlikely to occur. Upon return from approved educational leave, the nurse shall upon request make a written or oral presentation to appropriate nursing staff.

Section 11.4. Tuition Reimbursement. The Hospital will reimburse eligible RNs the tuition for pre-approved educational programs according to SAHS policy.

ARTICLE 12 – DISCIPLINE AND DISCHARGE

Section 12.1. Just Cause. No nurse shall be disciplined or discharged without just cause. A non-probationary nurse who feels s/he has been suspended, disciplined or discharged without just cause may present a grievance for consideration under the grievance procedure. Verbal coaching or counseling (as distinct from a verbal or written warning) and review of performance expectations or evaluations shall not constitute discipline. Verbal warnings shall be summarized in writing and presented to the nurse at the time of the warning. In applying the SAHS system-wide disciplinary policy, any discipline received at another hospital within the SAHS system shall be included in a nurse’s disciplinary record.

Section 12.2. Due Process. In the event the Hospital believes that a nurse may be subject to discipline and determines that an investigatory interview will take place, the following procedural due process shall be followed:
a. The nurse will be notified verbally in advance of the general topic(s) of the
interview that may subject him/her to discipline.
b. The nurse will be given an opportunity to explain the nurse’s position regarding
the matter(s) under investigation during the interview.
c. If the nurse desires, the nurse will be entitled to be accompanied by an
available fellow nurse or an available representative of the Association at the informal
investigatory meeting. It is the responsibility of the nurse to arrange the appearance of
the nurse’s representative at the investigatory meeting. The nurse will have one
representative at the meeting, unless special arrangements have been approved.
d. If the Hospital believes it has reason to counsel or otherwise discipline a
nurse, reasonable and appropriate effort will be made to accomplish this in a manner
that will not embarrass the nurse in front of other employees or the public.
It is understood that this due process standard is focused on investigatory interviews,
not other investigatory procedures or preliminary conversations that may subsequently
result in an investigatory interview subject to this section. If a nurse has a reasonable
belief that discipline may result for that nurse from what s/he says in a preliminary
conversation, s/he may request union representation.

ARTICLE 13 – GRIEVANCE PROCEDURE

Section 13.1. Purpose of Grievance Procedure. The grievance procedure as set forth
herein shall serve as a means for the peaceful and equitable settlement of all disputes
arising between the parties concerning the interpretation or application of this
Agreement. A grievance shall be defined as a claim by a non-probationary nurse or
nurses that a specific provision of this Agreement has been violated by the Hospital. A
probationary nurse may grieve a pay claim but no other matters. A grievance shall be
considered at the lowest level possible.

Section 13.2. Informal Resolution. Nothing contained herein shall be construed to
prevent an individual nurse from presenting a grievance or having the grievance adjusted
informally, provided the adjustment is not inconsistent with the terms of this Agreement
and the Association is notified of the adjustment in writing within seven (7) calendar days
of the adjustment.

Section 13.3. Modification to Grievance Procedure. The time periods in the grievance
process may be shortened or extended only by mutual written agreement.
Section 13.4. Appeal Limitations. Any grievance not appealed in writing and presented to the next higher level within fourteen (14) calendar days after a decision has been rendered shall be considered settled on the basis of the last decision. The grievance can be withdrawn in writing within the fourteen (14)-day period, in which case the original circumstances are restored and that grievance is closed.

Section 13.5. Withdrawal from Grievance Procedure. An aggrieved party may withdraw further consideration of a grievance at any level.

Section 13.6. Definitions. The following definitions shall apply to all grievances filed or considered under this Agreement:

a. "GRIEVANCE" means a complaint by a nurse, or group of nurses, based upon or caused by an alleged violation or misinterpretation of a specific provision of this Agreement.

b. "DAYS" means calendar days.

c. "Written" means either on paper or in an electronic form.

d. "Presented to" means either hand delivered to the recipient directly or submitted via email. If a grievance is submitted over the weekend to satisfy time frames required under contract procedures, the grievance may be given to the House Supervisor in the absence of the Nurse Manager, CNO or Human Resources.

Section 13.7. Levels of Grievance Procedure. The following levels of grievance are available to the parties:

a. Level One. A nurse shall discuss the grievance with his/her nurse manager in an effort to resolve the matter informally. The grievance shall be presented initially in writing specifying the section or sections of the Agreement which have allegedly been violated within fourteen (14) calendar days of the time the nurse knew or reasonably should have known of the occurrence of the matter. The grievance shall be given to the manager for consideration. Managers covering for an absent manager will not accept grievances. In the manager’s absence, Human Resources or the CNO may date and time the grievance for the matter to be addressed with a newly-stated time frame as determined by the CNO. Grievances regarding appropriate pay are understood to arise on the pay day for the event in question. A grievance concerning appropriate contribution by the Hospital under the retirement plan or TSA program, if not described on a regular
pay stub, is understood to arise the earlier of: (1) fourteen (14) days after the postmark date, or (2) receipt of the plan statement for the period in question. The nurse manager shall respond in writing within fourteen (14) calendar days.

b. Level Two. If the nurse remains dissatisfied with the Hospital's response at Level One, the grievance may be presented in writing within fourteen (14) calendar days of receipt of the Level One response (or date such response was due), to the CNO who will issue his/her response within the later of fourteen (14) calendar days of receipt by the Hospital of the appeal or any investigatory meeting scheduled at this Level Two. The Level Two process shall include an investigatory meeting between the grievant (and his/her representative, if requested) and the CNO. Association grievances may begin at this step.

c. Level Three. If the nurse remains dissatisfied with the Hospital's response at Level Two, the nurse may file, within fourteen (14) calendar days of the Hospital's response at Level Two or date such response was due, a written copy of the grievance with a request for a meeting with a designated representative of Human Resources (HR) of the Hospital. A meeting shall take place within fourteen (14) calendar days from the date the appeal is received by the HR designee. The HR designee shall have fourteen (14) calendar days from the date of the meeting to submit an answer in writing to the aggrieved party.

d. Arbitration. If the nurse remains dissatisfied with the Hospital's response at Level Three, the ONA may file within fourteen (14) calendar days of the Hospital response a written request for arbitration. Upon timely referral to arbitration, the parties shall jointly request that the FMCS provide a panel consisting of nine Oregon-based arbitrators. The parties shall select an arbitrator from the panel by striking alternatively a name until only one name remains. The first strike shall be determined by the flip of a coin. The remaining name shall be designated as the arbitrator and he/she shall be so notified. A hearing shall be scheduled before the arbitrator at the mutual convenience of the parties and the arbitrator. At the time of notice to the arbitrator of his/her selection, an inquiry will be made as to his/her expected timeline for hearing the matter and rendering a decision. If the timeline is unacceptable to either party, the parties shall select a different arbitrator by either moving to the second choice or requesting a new panel. Nothing in this provision shall be construed to prevent the parties from mutually agreeing on an arbitrator, with preference being given to neutral third parties from Eastern Oregon. A decision of the arbitrator within the scope of this Agreement shall be final and binding upon all parties. The losing party shall be responsible for paying the
fees and expenses of the arbitrator. Incidental costs, such as the place for arbitration and transcript of testimony, shall be divided equally. Each party shall be responsible for its own expenses, including the time of any witnesses and attorney fees, if any. The arbitrator shall have no authority to add to or delete a provision of this Agreement and shall confine the decision to the terms of this Agreement. All provisions of the Agreement shall be considered to have been negotiated in good faith by the parties and may not be ignored by the arbitrator. Failure to comply with the time limits specified in this Article 13, shall, unless waived in writing, be considered to be jurisdictional by the arbitrator. Disputes concerning benefits or pay shall be considered as of the time the grievance first became known, or reasonably should have become known to the grievant, and shall not be treated as continuing violations for purposes of compensation or the time limits specified herein, provided that the arbitrator shall have authority to remedy a continuing violation prospectively only.

Section 13.8. Grievance Representatives. Nurses may be selected by the Association to act as Association representatives in the grievance process. A list of the trained nurses selected as grievance representatives and the names of other Association representatives who are trained to represent registered nurses shall be identified in writing to the Hospital by the Association. However, a nurse instead may, at his/her own discretion, choose any nurse to attend a grievance meeting as his/her representative. 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 of the grievant desiring representation to arrange the appearance of his/her representative.

ARTICLE 14 – NO STRIKE, NO LOCKOUT

Section 14.1. 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 any other restrictions of work, at any location of the Hospital during the term of this contract. RNs, while acting in the course of their employment, shall not honor any picket line established at the Hospital by the Association or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the Hospital against any employee or employees, selectively or as a group, engaged in a violation of this article. Such disciplinary action shall not preclude or restrict recourse to any other
remedies, including an action for damages, which may be available to the Hospital. The Hospital will notify the Association in writing if nurses engage in such activity.

Section 14.2. 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.

ARTICLE 15 – ASSOCIATION BUSINESS

Section 15.1. Association Access to Hospital. Without interrupting normal Hospital work and patient care routine, duly authorized representatives of the Association shall be permitted at reasonable times on at least twenty-four (24) hours’ prior written or emailed notice, or less by mutual agreement, to the Hospital Vice President of Patient Care Services (or appointed assistant) to enter the facilities operated by the Hospital for the purposes of transacting Association business and observing conditions under which nurses are employed. It is understood that Association business will be conducted outside patient care areas, which include nurses’ stations, except where the ONA representative needs to observe activity in a patient care area.

Section 15.2. Bulletin Boards. The Hospital will provide a bulletin board in nonpublic areas in each nursing unit of the Hospital for the posting of meeting notices and other work-related information which is official ONA business for members of the bargaining unit. Such notices shall be signed by an official of the Association, and a copy shall be sent to the Hospital Administrator at the time of posting. All posted material should be dated and removed after being posted for a reasonable period of time. Subject to change after not less than fourteen (14) days’ prior written notice from the Hospital, the Hospital will continue its current practice of providing access to nurses’ individual mailboxes for distribution of ONA materials by ONA representatives on non-work time.

Section 15.3. Meeting Rooms. Upon reasonable request, and subject to availability, the Hospital will make a meeting room available for the purpose of Association meetings concerning contract administration. The Hospital shall have sole discretion and authority for the scheduling and availability of meeting rooms.

Section 15.4. Labor-Management Committee. A Labor-Management Committee may be formed at the request of either party. The Committee shall be comprised of an equal
number of bargaining unit representatives and management representatives, not to exceed a total of six (6) (up to three (3) each), unless by mutual agreement. The ONA Labor Relations Representative may be included as a bargaining unit representative.

The Committee shall meet quarterly (unless cancelled by mutual agreement) for the purposes of discussing labor/management issues. The unit participants shall submit any items for the agenda of such meetings at least three business days prior to the scheduled meeting. The Committee shall consider matters of mutual concern which are not proper subjects for the grievance procedure.

Minutes of the meetings shall be prepared and approved by the Vice President of Patient Care Services, or designee, and the unit leadership participating in the meeting. Each participating Committee member shall be compensated up to two paid hours per month at his/her regular straight-time rate for the purpose of attending these Committee meetings.

Section 15.5. New Hire Orientation. The Hospital will provide new hires or SAHS system transfers within the bargaining unit an information packet and a copy of the ONA Agreement during the orientation process as assembled and provided by the ONA. On request by the ONA, the information packet distributed during the orientation of new bargaining unit members will include an invitation to attend a meeting sponsored by the ONA during time that follows the end of the Hospital’s nurse orientation. The meeting will be announced as non-mandatory and neither the orienting nurse nor the ONA presenters will be on time paid by the Hospital. The Hospital will provide the ONA membership chairperson or designee with a list of the dates of orientation. The dates for orientation shall be provided at least one month in advance, whenever practicable. The Hospital shall notify the membership chairperson as soon as possible if the orientation is to be cancelled.

Section 15.6. Association Negotiating Team. Where the Hospital has received appropriate advance notice, the Hospital shall reasonably attempt to assist members of the ONA negotiating team to be relieved of patient care duties to attend contract negotiation meetings. Members of the team shall notify management of the need for such relief as early as possible. Time spent on contract negotiations by nurses is understood not to be time worked for or compensated by the Hospital.
ARTICLE 16 – APPENDICES/LETTERS AND MEMORANDA OF AGREEMENT

Appendices A, B and C, along with any attached letters and memoranda of agreement, are intended to be part of this Agreement and by this reference are made a part hereof.

ARTICLE 17 – 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 governmental regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 18 – AMENDMENTS

Any provision of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto in writing, without in any way affecting any of the other provisions of this Agreement.

ARTICLE 19 – MANAGEMENT RIGHTS

Section 19.1. 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.

j. Contract or subcontract any or all Hospital function or functions.

Section 19.2. 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.

Section 19.3. 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 20 – SUCCESSORSHIP

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 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 21 – DURATION AND TERMINATION

Section 21.1. This Agreement will be effective upon ratification unless otherwise stated and will remain in full force and effect through June 30, 2022, and from year to year thereafter unless modified, amended or terminated in accordance with the following provisions.

Section 21.2. Should either party wish to modify or amend any provision of this Agreement or to terminate said Agreement, as of June 30, 2022, or any subsequent June 30 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 twenty (120) days nor less than ninety (90) days prior to June 30, 2022, or any subsequent June 30 anniversary date.

Section 21.3. In the event notice to modify or amend has been given, as provided above, and assuming the Association gives proper notice pursuant to Section 8(d) of the Labor Management Relations Act of 1947, as amended, and if no agreement has been reached by the expiration date of this Agreement, the Agreement shall be considered terminated by the parties.

Section 21.4. Both parties of this Agreement specifically waive their rights to negotiate any matter not enumerated by this Agreement for the term of this Agreement, except during negotiations leading to a successor Agreement. Both parties, however, may mutually agree to bargain on any issue during the term of this Agreement.

Section 21.5. Past Practice. Any and all agreements, written and verbal, previously entered into between the parties are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding upon the Hospital.
SAINT ALPHONSUS HEALTH SYSTEM, ONTARIO

Dina Ellwanger, VP Operations/Chief Nursing Officer

OREGON NURSES ASSOCIATION

Ateusa Salemi, Labor Relations Representative

Chris Knosp

Rhonda Kenny

Kerith Crabb
APPENDIX A – PAY POLICIES

All pay changes in this Agreement are effective the first pay period following the indicated dates.

A. COMPENSATION

Section 1. Effective January 8, 2017, nurses in the Bargaining Unit will be paid in accordance with the wage scale for SAHS Boise/Nampa and Ontario. On November 30 of each year, the hospital will provide the Association with a copy of the wage scale and a list of each RN, their years of experience credit and current wage. Nurses will be able to verify their placement on the wage scale by making an appointment with Human Resources or their labor representative. The wage scale will not be published, posted or distributed by any union representative.

Nurses will be placed on the wage scale based on total years of RN experience; credit will be given for LPN experience, one (1) year of RN credit for every two (2) years of LPN experience, up to five (5) years of total RN credit.

Section 2. Eligibility for Step Advancement. A nurse will be eligible for step advancement in accordance with SAHS pay practices applicable to SAHS hospitals in Nampa and Boise. Pursuant to those policies, a nurse will advance one (1) step each year in the first full pay period in November. The only exception is for a new hire, who will advance or not based on total years of experience as a nurse and step placement upon hire.

a. Merit Bonus. Nurses in the Bargaining Unit will be eligible for a merit bonus on the same basis as SAHS nurses employed in Nampa and Boise.

Section 3. Market Transitions. Effective the first pay period following November 1, 2019, the wage scale described in Section 1(a) above will be implemented. In addition, if SAHS increases the wage scale for nurses employed in Nampa and Boise, the wage scale described in Section 1(a) above will be increased by the same percentage on the same date.

Section 4. Contract Minimums. The Association recognizes this agreement to be the contract minimums standards of employment. Following twenty-eight (28) days’ notice, the Hospital shall have the right to pay similarly-situated nurses above the contract
minimums called for in this agreement, or to restore all similarly-situated nurses to the contract minimums. Either party may request to bargain over the impact of any such change to pay above the contract minimum or to restore to the contract minimum. Any such bargaining will take place during and will not extend the twenty-eight (28)-day notice period.

B. PREMIUM PAY AND DIFFERENTIALS

Section 1. Charge Premium. The charge premium will be paid to a nurse who, under the direction of a patient care manager or house supervisor, is responsible for coordination of unit staff and activities related to patient care and patient care assignments. The selection of the charge nurse shall be the sole discretion of the patient care manager. It is understood that any identified relief charge nurse shall be entitled to the applicable charge differential in the absence of the patient care manager and charge nurse. Charge nurses will be designated in writing by the Hospital to have charge responsibilities. The charge nurse will be paid a differential of two dollars and fifty cents ($2.50) per hour for each hour worked in such charge assignments.

Section 2. Preceptor and Clinical Teaching Assistant (CTA) Premium. A nurse designated to function as a CTA or Preceptor for a newly-hired employee or an employee transferring to a different unit requiring orientation will receive a differential of one dollar ($1.00) per hour effective the first pay period after ratification for the duration of shifts spent orienting a new nurse which shall normally be the probation period of the new employee.

Section 3. Float Pool Premium. To help meet the needs of the organization for staffing, the Hospital will continue to post positions for a Float Pool under the RN job description. Positions may be posted as Full Time, Part Time, and PRN based on identified staffing needs. Float positions will be filled under the posting procedures of Article 6, Section 4 by nurses with appropriate training, competency and ability to work in multiple units (as per Float Pool Guidelines # PCS 217) to allow needed staffing flexibility to accommodate patient census fluctuations. The Hospital determines the number of Float Pool RN positions, when to post positions and the FTE equivalent hours sufficient to meet the changing needs of the Hospital.
RN’s holding Float Pool positions will be eligible for a three dollar ($3.00)-per-hour differential on their base rate of pay for all hours worked. Float Pool RNs will participate in low census/on-call assignment rotations a separate Float Pool unit working under the direct supervision of the shift supervisor. A Float Pool RN may not bump other nurses from their regularly-scheduled shift unless a regularly-scheduled RN volunteers for low census/on-call assignment under the provisions regarding low census rotation in Article 6, Section 5. These positions will not be available to the staff for replacement of requested days off or vacation coverage unless agreed upon by the manager overseeing the assignment of the Float Pool staff and the requesting RN’s manager.

Section 4. Shift Differentials. Nurses eligible for shift differential shall receive shift premiums pursuant to the prior collective bargaining agreement. Nurses eligible for shift differentials shall receive shift premiums as follows for hours worked:

- Evenings: $2.60 per hour
- Nights: $3.75 per hour

Shift differential will not be paid for PTO, jury duty, holidays or other time paid but not worked.

Eligibility for shift differentials will be determined based on when the original shift commences. Nurses working beyond their normally scheduled shift will be paid in accordance with the overtime policy. Shift differentials will be paid for evening and night shifts as defined in SAHS policy.

Section 5. Weekend Differential. Weekend shifts commence at 12:01 a.m. Saturday and end at 11:59 p.m. Sunday. When more than half the shift has been worked on a scheduled Saturday or Sunday weekend shift, all hours worked will be paid a differential of two dollars and 70 cents ($2.70) per hour worked.

The Weekend Differential will not be paid for PTO, jury duty, holidays, or other time paid but not worked. The weekend differential shall not be counted in computing the regular rate of pay applicable to overtime hours, but it will be paid for time worked on weekends in addition to other premium rates that may apply.

Section 6. Standby On-Call/Call-Back. When a nurse is scheduled to be available to return to work during off-duty hours, the nurse shall receive compensation of four dollars.
($4.00) per hour for scheduled standby hours and five dollars and fifty cents ($5.50) per hour for scheduled holiday standby hours.

A nurse who is called to work from scheduled standby will be paid depending on the nature of the standby, as outlined in Section 7 (Low Census Call), Section 8 (Mandatory Scheduled Call) and Section 9 (Non-mandatory Requested Call) of Article 4 (Hours of Work) of the Agreement.

Section 7. Extra Shifts Pay. Extra Shifts Pay shall be ten dollars ($10.00) per hour for RNs and six dollars ($6.00) per hour for PRNs.

As described in Section 13 (Posting and Changing Schedules) of Article 4 of the Agreement, the scheduling cycle covers four (4) weeks. Work schedules are prepared based on an attempt to match an RN's FTE status with anticipated staffing needs. Part-time and full-time nurses are generally penciled into the schedule according to their commitment of general availability reflected by their FTE status. Nurses who have committed more than seventy-two (72) and up to eighty (80) hours for each fourteen (14)-day pay period in the scheduling cycle are regarded as full-time, and nurses who have committed thirty-two (32) to up to seventy-one (71) hours are regarded as part-time. In addition, PRN nurses are generally expected to work forty-eight (48) hours each quarter without specific advance commitment, while recognizing that PRNs are eligible for Extra Shift Pay after working sixty (60) hours in a calendar quarter.

To address possible shortfalls in available nurse hours, the Hospital commits to the following Extra Shift Pay Program.

The Extra Shift Pay Program is designed to encourage nurses to reach beyond their regular staffing commitment to work beyond, or in excess of, their normal hours during periods when there is a shortage of previously-committed nurse hours. Any extra shift assignment accepted, including partial shifts, may be treated as an extra shift for qualifying purposes under this section. If a nurse is placed on low census in the same week they had signed up for an extra shift, they will receive the extra shift pay even though they haven’t met their regularly scheduled hours. On the draft schedule, the nurse may sign up for extra shifts, and the manager will concur which shifts are extra beyond the nurse’s regularly-scheduled
hours. The nurse will commit for extra shifts on the final schedule with the manager’s agreement, and this commitment will be annotated on the final schedule.

The Extra Shift Pay Program does not apply to shift trades arranged between nurses. Extra Shift Differential will be paid in addition to other applicable premium rates, including overtime.

**Short-Notice Shifts.** It is recognized that an unexpected absence of a scheduled nurse or sudden and unanticipated change in patient census may result in extra shift needs on short notice. Where a nurse commits to work beyond the nurse’s normal FTE to fill such shifts on less than twenty-four (24) hours’ notice, the extra shift premiums specified in paragraph 1 above shall apply.

It is recognized that the Hospital, at its sole discretion, will schedule such extra shifts based on management’s assessment of patient acuity, available nursing skills, and cost of services. If these factors are relatively equal, priority shall be given to volunteers who regularly are scheduled in the unit (including cross-trained nurses working in more than one unit) over volunteers regularly scheduled in a different unit.

It is understood the premium applies regardless of whether the hours worked under the Extra Shift Pay Program constitute a full regular "shift," so long as the nurse works the hours assigned under the Extra Shift Pay Program.

**Section 8. Certification Bonus.** Nurses who have obtained one or more national certifications applicable to nursing care at the Saint Alphonsumus Medical Center – Ontario, recognized by SAHS policy, will receive a bonus in accordance with SAHS policy.

**Section 9. Mileage Allowance.** Nurses who are required to use their own automobiles during the course of their employment will be reimbursed mileage at the applicable IRS rate.

**Section 10. BSN and MSN Differential.** Nurses with a BSN or MSN degree will receive a differential of not less than seventy-five cents ($0.75) per hour.
APPENDIX B - EMPLOYEE BENEFIT OVERVIEW

Benefit Summary

This Benefit Summary is subject to change and is provided for overview purposes only. For more information, please contact the Human Resource Department at 541-881-7081.

Employment Status Definitions (Hours per Pay Period)

See Article 3 of the Agreement.

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Who is Eligible</th>
<th>Who Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical/Rx</td>
<td>Full time and Part time Colleagues</td>
<td>Saint Alphonsus and Colleague</td>
</tr>
<tr>
<td></td>
<td>• Health Savings PPO with a Health Savings Account</td>
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<td></td>
<td>• Traditional PPO</td>
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<td>• Essential PPO</td>
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<tr>
<td>Dental</td>
<td>Full time and Part time Colleagues</td>
<td>Saint Alphonsus and Colleague</td>
</tr>
<tr>
<td></td>
<td>• High Plan - Delta Dental PPO</td>
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<td></td>
<td>• Standard Plan - Delta Dental PPO</td>
<td></td>
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<tr>
<td>Vision</td>
<td>Full time and Part time Colleagues</td>
<td>Colleague</td>
</tr>
<tr>
<td></td>
<td>• High Plan - United Healthcare</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Standard Plan - United Healthcare</td>
<td></td>
</tr>
<tr>
<td>Basic Life / AD&amp;D</td>
<td>Full time and Part time Colleagues 1x Annual Salary</td>
<td>Saint Alphonsus</td>
</tr>
<tr>
<td>Supplemental Life (Subject to Guarantee Issue limits)</td>
<td>Full time and Part time Colleagues 1x - 8x Annual Salary (Max 9x Annual Salary With Basic Life) <em>(Evidence of Insurability may Apply)</em></td>
<td>Colleague</td>
</tr>
<tr>
<td>Spouse Life</td>
<td>Full time and Part time Colleagues 5 options: $10,000, $20,000, $50,000, $80,000, $100,000 <em>(Evidence of Insurability may Apply)</em></td>
<td>Colleague</td>
</tr>
<tr>
<td>Child Life</td>
<td>Full time and Part time Colleagues 3 options: $5,000, $10,000, $20,000</td>
<td>Colleague</td>
</tr>
<tr>
<td>Paid Time Off (PTO)</td>
<td>Full time Colleagues</td>
<td>Saint Alphonsus</td>
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<tr>
<td></td>
<td>Accrual begins at 7.692 hrs. per pay period <em>(based on a full-time 1.0 FTE)</em></td>
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<td></td>
<td>Part time Colleagues</td>
<td>Saint Alphonsus</td>
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<td></td>
<td>Accrual based on hours paid</td>
<td></td>
</tr>
<tr>
<td>Short Term Disability (STD)</td>
<td>Full and Part time Colleagues 60% of basic weekly earnings</td>
<td>Saint Alphonsus</td>
</tr>
<tr>
<td>Long Term Disability (LTD)</td>
<td>Full time and Part time Colleagues</td>
<td>Saint Alphonsus pays 60% level</td>
</tr>
<tr>
<td></td>
<td>• 60% of Annual Salary</td>
<td>Colleague can buy-up to 60 2/3%</td>
</tr>
<tr>
<td>Benefit</td>
<td>Who is Eligible</td>
<td>Who Pays</td>
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<tr>
<td>Group Legal</td>
<td>Full time and Part time Colleagues</td>
<td>Colleague</td>
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<tr>
<td></td>
<td>Hyatt Legal Plan</td>
<td></td>
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<tr>
<td>Retirement Plan</td>
<td>All Colleagues</td>
<td>Saint Alphonsus</td>
</tr>
<tr>
<td></td>
<td>A Defined Compensation Pension Plan 403(b) with three components: Core Employer Contribution of 3% eligible wages; Employer Based Matching Contributions (if Colleague makes contributions) and Colleague contributions. Three year vesting.</td>
<td></td>
</tr>
<tr>
<td>FSA - Health Care</td>
<td>Full time and Part time Colleagues</td>
<td>Colleague makes contributions - only Colleagues who elect Traditional or Essential PPO are eligible</td>
</tr>
<tr>
<td></td>
<td>• Annual Min $130</td>
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<tr>
<td></td>
<td>• Annual Max $2550</td>
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</tr>
<tr>
<td>FSA - Dependent Care</td>
<td>Full time and Part time Colleagues</td>
<td>Colleague makes contributions</td>
</tr>
<tr>
<td></td>
<td>• Annual Min $130</td>
<td></td>
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<td></td>
<td>• Annual Max $5000</td>
<td></td>
</tr>
<tr>
<td>Idaho Ideal College Savings Plan (529)</td>
<td>All Colleagues after-tax savings with tax free incentives</td>
<td>Colleague makes contributions (Boise/Nampa)</td>
</tr>
<tr>
<td>Adoption Assistance</td>
<td>Full time and Part time Colleagues</td>
<td>Saint Alphonsus</td>
</tr>
<tr>
<td></td>
<td>$4,000 of approved expenses with additional 50% if adopting special needs child</td>
<td></td>
</tr>
<tr>
<td>Saint Alphonsus Health Alliance Offerings</td>
<td>All Colleagues Conventional, discounted services and products</td>
<td>Colleague</td>
</tr>
<tr>
<td>Employee Assistance Program (EAP)</td>
<td>All Colleagues and immediate family Confidential counseling. 6 to 8 free visits per year, depending on location</td>
<td>Saint Alphonsus</td>
</tr>
<tr>
<td>Credit Union (physical location in Boise)</td>
<td>All Colleagues</td>
<td>Colleague</td>
</tr>
<tr>
<td>Tuition Reimbursement</td>
<td>Full time and Part time Colleagues</td>
<td>Saint Alphonsus</td>
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<tr>
<td>Onsite Gym (Boise)</td>
<td>All Colleagues</td>
<td>Colleague</td>
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<tr>
<td></td>
<td>$7.00 monthly membership fees (Boise)</td>
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<tr>
<td>Live Your Whole Life Wellness Offerings</td>
<td>All Colleagues</td>
<td>Saint Alphonsus</td>
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<tr>
<td>Child Birth Classes (Boise)</td>
<td>All Colleagues</td>
<td>Saint Alphonsus and Colleague</td>
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<tr>
<td></td>
<td>50% reimbursement at Family Center</td>
<td></td>
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<tr>
<td>Early Learning Center (Boise)</td>
<td>All Colleagues</td>
<td>Colleague</td>
</tr>
<tr>
<td></td>
<td>On site quality child care services</td>
<td></td>
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<tr>
<td>My Voluntary Options</td>
<td>Full time and Part time Colleagues</td>
<td>Colleague</td>
</tr>
<tr>
<td></td>
<td>Voluntary insurance plans: Home, Pet, Auto, Life, Cancer, Critical Illness, AD&amp;D, identity theft protection</td>
<td></td>
</tr>
<tr>
<td>My eVisit</td>
<td>All Colleagues</td>
<td>Colleague</td>
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<tr>
<td></td>
<td>Real-time, secure, electronic video visit with a provider for colleagues and immediate family members</td>
<td></td>
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<tr>
<td>Patient Care Liaison</td>
<td>All Colleagues</td>
<td>Saint Alphonsus</td>
</tr>
<tr>
<td></td>
<td>Dedicated 24/7 service for enrolled colleagues; help finding a provider, and assistance with billing/scheduling</td>
<td></td>
</tr>
<tr>
<td>340B Rx Value Pricing</td>
<td>Full time and Part time Colleagues</td>
<td>Saint Alphonsus</td>
</tr>
<tr>
<td></td>
<td>Reduces enrolled members out of pocket prescription co-pays to 50 for certain medical conditions</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX C – SAHS CLINICAL LADDER
The Hospital agrees that it will apply the SAHS Clinical Ladder, as it may be adjusted from time to time, to nurses in the bargaining unit. The parties understand that the wage scale provided for in this Agreement reflects the pay for an RN II position for every step at one-plus (1+) years and above.
LETTER OF AGREEMENT
Saint Alphonsus Medical Center – Ontario Critical Care Ladder

The Hospital agrees that nurses who currently participate in the SAHS Critical Care Ladder will be grandfathered in at their current ladder step. No further NR’s will be eligible for this current program. Should the system modify the Critical Care Ladder program, or create other department specific ladders, the hospital and Association will meet to discuss SAHS Ontario participation in these programs.

AGREED this 5th day of January, 2020.

SAINT ALPHONSUS HEALTH SYSTEM, ONTARIO

Dina Ellwanger, VP Operations/Chief Nursing Officer

OREGON NURSES ASSOCIATION

Ateusa Salemi, Labor Relations Representative
LETTER OF AGREEMENT

Health Care Reform

Health Care Reform. If deemed by management to be necessary under the terms of federal legislation contemporaneously in effect, it is recognized that the Hospital is permitted to make changes to the Hospital’s benefit program under the procedures set forth in Section 1 of Article 7 of the Agreement in order to comply with legal requirements or to exercise the options available under the Patient Protection and Affordable Care Act (health care reform law or “ACA”) passed on March 23, 2010. The Hospital will provide the Association advance written notice of such changes under the process described above.

Federal Excise Tax. The value of health care benefits (which includes the collective value of medical, pharmacy, health care flexible spending account contributions, employee assistance plans, and discounted services provided through on-site clinics) negotiated in this Agreement shall not exceed the value set by federal law which triggers the assessment of the forty percent (40%) excise tax on high value plans scheduled to become effective under the ACA in 2022. If the Hospital anticipates the value of health care benefits will exceed the trigger value any time after January 1, 2022, it may initiate a change in benefits under the process above so the forty percent (40%) excise tax is not assessed in 2018 or anytime thereafter. If the excise tax is repealed in its entirety from the ACA and is not replaced with a different tax, this paragraph is not enforceable during the term of this Agreement.

AGREED this 5th day of January, 2020.

SAINT ALPHONSUS HEALTH SYSTEM, ONTARIO

Dina Ellwanger, VP Operations/Chief Nursing Officer

OREGON NURSES ASSOCIATION

Ateusa Salemi, Labor Relations Representative

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MEMORANDUM OF AGREEMENT

Saint Alphonsus Medical Center – Ontario and Oregon Nurses Association

Perioperative Services

1. Perioperative Services in its entirety will be considered a closed unit including for purposes of floating. Nurses will be expected to cross-train and work in a minimum of one additional specialty based on unit needs, in addition to their home unit.
   a. At no time shall any unit be staffed solely by a cross-trained RN if a primary care RN is scheduled and available (e.g., not placed on low census or on-call).
   b. To maintain competency, the cross-trained RN may be scheduled to work in his/her secondary specialty at least one shift per pay period.
   c. The pre-admission RN position will not be counted as a specialty for purposes of cross-training, while the parties recognize that cross-training to this position is helpful to the overall flow and function of Perioperative Services.
   d. All rules of staffing pertaining to a closed unit will be followed in Perioperative Services. This includes that the staff will cover their own unit for sick calls and absences. This will be done with mandatory call, if needed.

2. Perioperative Services schedules may include eight (8)-, nine (9)-, ten (10)- or twelve (12)-hour shifts to accommodate unit needs. A nurse may work a shift of less than eight (8) hours upon mutual written agreement between the manager and the nurse.

If the Hospital determines that it needs to change shift lengths within one or more specialty areas to meet patient care needs, it shall provide at least thirty (30) days’ notice to the affected nurses and the ONA. If the parties are not able to agree on how to reallocate the shifts among the affected nurses, seniority will be the determining factor while taking into consideration the nurse's acute care nursing experience, skill mix and ability to perform the remaining available work with minimal orientation.
3. A nurse whose primary assignment has been completed before the end of the scheduled shift may be subject to low census in accordance with Article 4 of the Agreement.

4. The pre-admission RN position will not require call.

5. Any provisions not addressed in this Memorandum of Agreement will be handled in accordance with the parties’ collective bargaining agreement, unless additional changes are approved and adopted through the Perioperative Staffing Committee.

6. The Perioperative Staffing Committee shall meet at least quarterly to discuss and attempt to resolve any potential problems or issues. Any issues addressed by the Perioperative Staffing Committee will be addressed with the following mutually-agreed goals:
   a. Patient care needs will be met safely and efficiently.
   b. With the exception of on-call, there will be no daily scheduled overtime or mandatory overtime. [NOTE: this requires scheduling flexibility to allow for nine (9)- and ten (10)-hour shifts to cover patient care needs.]
   c. Physicians will feel their block scheduling needs are met and will not feel rushed to finish their cases.
   d. Nurses will utilize the “call” crew as needed, and “add-on” cases will be scheduled in a separate OR suite.
   e. If any SRDF (Unsafe Staffing forms) or grievances are filed related to issues addressed in this Memorandum of Agreement, those forms will be brought to the Committee.
This Memorandum of Agreement is hereby incorporated by reference into the collective bargaining agreement.

AGREED this \underline{5}th day of \underline{January}, 2020.

SAINT ALPHONSUS HEALTH SYSTEM, ONTARIO

\underline{Dina Ellwanger}
Dina Ellwanger, VP Operations/Chief Nursing Officer

OREGON NURSES ASSOCIATION

\underline{Ateusa Salemi}
Ateusa Salemi, Labor Relations Representative
LETTER OF AGREEMENT

Regarding Sexual Assault Nurse Examiner (SANE)-Trained Nurses

The Hospital recognizes, but cannot guarantee, a goal of maintaining on staff at least five (5) RNs with current SANE certifications. RNs seeking Hospital sponsorship for initially achieving SANE certification will be considered on a case-by-case basis, further recognizing that applicants will be screened for appropriateness.

The Hospital will pay for the initial training of an approved applicant seeking SANE certification outside the administration of tuition reimbursement under Article 11 (Professional Development) of the Agreement. If a nurse does not remain employed by the Hospital for the duration of the certification process plus at least two (2) years following initial SANE certification, the Hospital may require the nurse to repay a pro-rated amount spent on initial certification course fees, travel and lodging.

The Hospital will pay one (1) SANE-certified RN for actual time spent up to two (2) hours per meeting to attend up to two (2) SANE community meetings per month. Additionally, the Hospital will pay all SANE nurses for in-house SANE meetings held quarterly.

If a SANE-certified RN is required to participate in legal processes as an outgrowth of assigned Hospital job responsibilities, the Hospital will also pay SANE-certified RNs for actual time spent in legal proceedings (court interviews with officials, depositions, other testimony).

SANE-certified RNs will be listed on a call tree. If a patient presents needing a SANE exam, the SANE RN may be notified if needed to report for duty within sixty (60) minutes to perform the exam. It is also understood that where another SANE-certified nurse is on premises as scheduled, the scheduled SANE nurse will perform the exam, while another RN relieves the SANE-certified RN from his/her prior assignment.

It will be a condition of continuing eligibility for recognition of the SANE-certification differential that a SANE-certified RN will perform SANE exams at an annual rate necessary to meet the requirement to maintain the SANE certification.
When a SANE-certified RN reports from off duty to perform a SANE exam, the RN will receive a minimum of four (4) hours' pay at time and one-half rate and including other applicable premiums to perform a SANE exam. Where the SANE-certified RN reports from off duty, intending to perform a SANE exam which is cancelled before it commences, the SANE-certified RN will receive a minimum of two (2) hours' pay (at time and one half, and including other premiums where applicable).

A SANE-certified RN compensated by the Hospital who also receives compensation from outside sources (governmental, regulatory or private) will sign such outside compensation over to the Hospital to the extent the nurse has been paid previously by the Hospital for such time.

AGREED this 5th day of January, 2020.

SAINT ALPHONSUS HEALTH SYSTEM, ONTARIO

Dina Ellwanger, VP Operations/Chief Nursing Officer

OREGON NURSES ASSOCIATION

Ateusa Salemi, Labor Relations Representative
LETTER OF AGREEMENT
Regarding Uniforms/Scrubs

The parties agree that so long as SAHS maintains a dress code which includes a color-coding system for scrubs worn by personnel, the nurses at Saint Alphonsus Medical Center - Ontario will wear scrub tops, jackets, undershirts, and pants that are consistent with this policy. Affected departments will follow the parameters as listed below:

OB/Family Care and Surgical Services will wear Hospital-provided and Hospital-laundered scrubs. The Hospital agrees to provide scrubs in a variety of sizes so that nurses will have scrubs that fit properly and appear professional.

Emergency Department nurses will maintain the black scrubs and uniform policy that they have developed jointly with their unit council.

All other nurses will wear black scrub pants and red scrub tops embroidered with the SAHS logo. The Hospital agrees to provide, upon ratification to all nurses not previously compensated for or provided with uniforms, and all future RN hires as follows:

- full-time nurses with four embroidered scrub tops,
- part-time nurses with three embroidered scrub tops,
- per diem nurses with one embroidered scrub top.

The requirement in this Letter of Agreement for nurses to wear particular scrubs shall be effective April 2, 2017.

AGREED this ___ of January, 20___.

SAINT ALPHONSOUS HEALTH SYSTEM, ONTARIO

Dina Ellwanger, VP Operations/Chief Nursing Officer

OREGON NURSES ASSOCIATION

Ateusa Salemi, Labor Relations Representative
LETTER OF AGREEMENT

Regarding Red-Circles

The 2017-2019 Agreement contained a new wage scale and various changes to pay practices, including elimination of PRN, CAP, CCU and certification differentials. The parties agree that nurses whose current pay rate (including eliminated differentials) is above the rate the nurse would be paid under the new wage scale, will remain at their current pay rate until the new wage scale (including any applicable Clinical Ladder and CCU differentials) catches up to their current pay rate. At that point, the red-circle will be eliminated and the nurse will be placed on the new wage scale. (Note: The Hospital has provided the red-circles it intends to implement to the Association and the Association agrees with the Hospital’s numbers.)

AGREED this 5th day of January, 2020.

SAINT ALPHONSUS HEALTH SYSTEM, ONTARIO

Dina Ellwanger, VP Operations/Chief Nursing Officer

OREGON NURSES ASSOCIATION

Ateusa Salemi, Labor Relations Representative
LETTER OF AGREEMENT

Critical Shift Incentive

The hospital has a long-standing practice of offering discretionary “call-back” pay to cover critical open shifts at the hospital. In an effort to clearly articulate the current practice for our nurses and leaders, going forward, the hospital will change the terminology from “call-back pay” to “critical shift incentive.” The compensation offered to nurses and the way in which it is applied will not change.

Full-time, part-time, and per diem nurses who agree to cover gaps in the schedule, short notice vacancies, or a shift due to an unexpected increase in census may be offered a critical shift premium equivalent to their time and one-half rate, in addition to any other applicable differentials.

The Critical Shift premium rate is paid for hours worked regardless of the total number of hours worked in the work week or workday. Hours worked under this premium will not be pyramided with other hours paid at the time and one-half rate per section 4.5 and 4.10.

AGREED this ___ S___ day of January, 2020

SAINT ALPHONSOUS HEALTH SYSTEM, ONTARIO

Dina Ellwanger, VP Operations/Chief Nursing Officer

OREGON NURSES ASSOCIATION

Ateusa Salemi, Labor Relations Representative
LETTER OF AGREEMENT

Excess Call Hours

Beginning January 5, 2020 or the first full pay period following ratification (whichever comes later), excess call over 1050 hours in a fiscal year will be paid with an additional $5.00/hour on-call premium. This amount shall be prorated between the effective date and July 4, 2020. Excess call will be paid as a lump sum the second full pay period in July.

AGREED this 5th day of January, 2020.

SAINT ALPHONSUS HEALTH SYSTEM, ONTARIO

Dina Ellwanger, VP Operations/Chief Nursing Officer

OREGON NURSES ASSOCIATION

Ateusa Salami, Labor Relations Representative
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 fax to 503-293-0013. Thank you.

Your Name: _________________________________________

I certify that I have received a copy of the ONA Collective Bargaining Agreement with
Saint Alphonsus Medical Center - Ontario, December 1, 2019 until June 30, 2022.

Signature: ___________________________  Today’s Date: ____________

Your Mailing Address: _________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

Home Phone: _______________  Work Phone: _________________________

Email: _________________________

Unit: ___________________________

Shift: ___________________________