PROFESSIONAL AGREEMENT

between

OREGON NURSES ASSOCIATION

and

LEGACY SILVERTON MEDICAL CENTER

October 12, 2018
Through
March 31, 2021
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This Agreement is between the Oregon Nurses Association, hereinafter called "Association," and Legacy Silverton Medical Center, Silverton, Oregon, hereinafter called "Hospital" or "Employer."

PREAMBLE

The parties enter into this Agreement to secure and preserve the rendition of uninterrupted patient care in an atmosphere of harmony between the Hospital management and the Nurses employed by it; this Agreement is entered into this October 12, 2018 and to remain in effect until the anniversary date of March 31, 2021 and from year to year thereafter until the Association or Hospital modifies or terminates this Agreement by giving the other party notice in writing of its intention to do so not less than 90 days prior to the above expiration date or of every succeeding March 31 anniversary date thereafter.

The Association and the Nurses relinquish the exercise of the right to strike and to use any other measures such as walk out, sympathy strike, picketing, slowdown or work stoppage of any nature. The Hospital, recognizing the Association's relinquishment of these rights, agrees to comply with all terms of this Agreement and agrees not to engage in any lockout of employees during the term of this Agreement.

ARTICLE 1 - DEFINITIONS

A. "Registered Nurse" is defined as a currently licensed Registered Professional Nurse employed by the Hospital.

B. "Charge Nurse" is a separate job classification and is defined as a Registered Nurse who has applied for and been selected by the Hospital for the Charge Nurse position, in its discretion. Charge Nurses are paid on a separate pay scale for all hours paid.

C. "Relief Charge Nurse" is defined as a Registered Nurse who is designated by the unit nursing manager and is responsible for the day-to-day operation of the nursing unit (e.g., daily staffing, patient care assignments and communication with staff, providers and management) for a specific shift in a nursing unit in the Charge Nurse’s absence. The assignment will be made only in the event the unit nursing manager determines it is appropriate to do so, in their discretion. Any nurse designated as relief charge nurse shall be entitled to the charge differential when carrying out charge nurse assignments in the absence of the Charge Nurse.

D. “Preceptor” is defined as a Registered Nurse who is designated by the unit nursing
manager and has the responsibilities outlined in Legacy policy. Any nurse designated as preceptor shall be entitled to the preceptor differential when carrying out preceptor duties for another Registered Nurse. Preceptor differential shall not apply to any assignments involving student nurses.

E. “Float Nurse” is defined as a Nurse (excluding resource) who has successfully completed Hospital-based education and competencies required to work in a secondary unit and voluntarily and independently assumes a full patient care assignment on that unit. Float nurses shall not displace part-time or full-time nurses assigned to work a scheduled straight-time shift, including shifts where the Nurse is placed on standby due to low census.

F. “Resource Pool Nurse” is defined as a non-bargaining unit Registered Nurse who is a member of the Legacy Resource Pool, and at the discretion of management may be assigned or floated throughout the Hospital, without notice, to work in any unit they are deemed qualified to work. While not members of the bargaining unit, the Resource Pool Nurses will have low census and scheduled call administered in accord with the provisions of the contract. Resource Pool Nurses shall not displace part-time or full-time nurses assigned to work a scheduled straight-time shift, provided however that when a Resource Pool Nurse has been assigned to a shift, they will be included in the low-census rotation with other nurses in the department.

G. “RN Resident” is defined as a registered nurse who has been hired into the Legacy RN Residency program to fill a vacant budgeted position in a specific cost center. RN Resident positions will be posted for five days and eligible bargaining unit nurses may apply for such positions. Those who meet qualifications will be considered on the same basis as other applicants. The position will be designated as “variable shift” for the duration of the orientation period and until the completion of all unit specific competencies. Thereafter the nurse will maintain the variable shift status until applying and being appointed to a different position in accordance with Article 10. The resident is obligated to remain in the same department for two years following the completion of the first 18 weeks of the residency program. The Hospital agrees that each time it posts an RN Resident position, it also will post a departmental only equivalent position (full-time, variable shift, same department as RN Resident posting). This posting may be bid on only by RNs in the same department and in the same FTE status as the posting, and it otherwise will be awarded in accordance with Article 10.

H. “Full-time Nurse” is defined as a Nurse who works a minimum of 36 hours for a workweek Sunday to Saturday or 72 hours for a 14-day pay period

I. "Part-time Benefited Nurse" is defined as one who is regularly scheduled less than 36 hours
but at least 24 hours for a workweek. Part-time nurses are eligible to participate in benefits in accordance with the specific benefit plan/policy.

J. “Part-time Non-benefited Nurse” is defined as one who is regularly scheduled less than 24 hours for a workweek. Part-time Non-benefited Nurses are not eligible to participate in benefits.

K. “On-call Nurse” is defined as a Nurse who is a member of the bargaining unit, is designated On-call by the Hospital, and is scheduled to work on an as needed basis with no assigned FTE. To maintain On-call status, a nurse must work the minimum requirements established by Legacy policy for similarly-situated non-bargaining unit nurses. Based on business needs, departments may establish additional availability for On-call nurses. [Note: minimum of 24 shifts per year.] On-call Nurses shall receive a differential of 10% in lieu of benefits. On-call Nurses shall receive the following contractual provisions: differentials as provided in Article 6(A), pay for work on a holiday as provided in Article 8(B), and overtime compensation as provided in Article 9(C). On-call Nurses are not eligible for the following contractual provisions: LSI, fringe benefits (health and welfare, APL). Eligibility for retirement shall be governed by the terms of the retirement plan.

L. "Anniversary date" of employment shall be the month and date on which employment began.

M. “Seniority” is defined as the length of employment as measured by the total hours paid as a “Nurse” including low-census hours and time worked as an LPN, but excluding standby hours, and hours employed outside the bargaining unit. Paid hours also include APL and grandfathered EIB.

N. "Standby/Call Time" is defined as any time in which a Nurse, while not on duty, is required by the Hospital to restrict activities to be available to receive a request and report to work as soon as possible. Any Nurse on standby status should be able to report to work within 45 minutes of notification (unless a prior arrangement has been made with the Nurse Manager, in writing). For scheduled OR and PACU call shifts, OR nurses must be able to report within 30 minutes of notification, and PACU nurses must be able to report within 60 minutes of notification. Standby/call time shall be paid and administered in accordance with Legacy policy applicable to similarly-situated non bargaining unit nurses.

O. “Call Worked” (formerly “call back”) is defined as time “at work” following notice to report to work from standby or call time status. Call worked shall be paid and administered in accordance with Legacy policy applicable to similarly-situated non bargaining unit nurses, which includes a minimum of three (3) hours work/pay.
P. “Variable shift position” is defined as a position that alternates between day shift and night shift per department needs, as determined by management, and at the minimum is scheduled three day or evening shifts and three night shifts per every three schedule periods.

ARTICLE 2 – RECOGNITION

The Hospital recognizes the Association as the collective bargaining representative with respect to rates of pay, hours of pay, hours of work and other conditions of employment for the bargaining unit composed of General Duty Registered Nurses employed by the Hospital, excluding administrative and supervisory personnel including but not limited to: clinical instructors, infection control, nurse health, discharge planners, case managers, and clinical coordinators.

The Hospital shall not assign bargaining unit nurses who are charge nurses supervisory functions, including but not limited to hire, transfer, suspend, layoff, recall, promote, discharge, reward or discipline, adjust grievances, independently evaluate other nurses or otherwise responsibly direct other employees with respect to their employment with the Hospital.

The recognition granted by this agreement is limited to the Hospital facility and excludes all other present or future operations and/or joint ventures.

ARTICLE 3 - ASSOCIATION RIGHTS

A. Bulletin Boards: A space of two feet by three feet for an ONA bulletin board will be provided in each break room regularly utilized by bargaining unit nurses.

B. Employee Lists: The Hospital shall monthly furnish to the Association a current list of all bargaining unit nurses, including name, home address, employee identification number, phone number on record, hire date, pay rate, unit and classification.

C. 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 24 hours’ prior written or emailed notice, or less, if 24 hours is not feasible, to the Employee Relations Consultant 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 generally will be conducted outside patient care areas except where the ONA representative needs to observe activity in a patient care area. Association business must be conducted on Nurses’ non-work time.

D. New Hire Orientation: The Hospital agrees to provide 15 minutes for a representative of
the Association to make a presentation during the orientation of new nurses on behalf of the Association for the purpose of identifying the organization’s representational status, facilities, and collecting membership applications. Such time will be a regularly-scheduled part of new employee orientation. It will take place at the Hospital and shall follow the system-wide new employee orientation. The Hospital will notify the Association of the date and time of new employee orientation at least two weeks in advance.

E. Paid Time for Investigatory or Disciplinary Meetings: If a designated nurse representative or steward is working when requested to attend an investigatory or disciplinary meeting on behalf of another bargaining unit nurse, the Hospital shall provide the representative or steward paid time for the duration of the meeting with Hospital representative(s). No more than one representative or steward will be paid for any such meeting. A nurse representative or steward who comes in from time off to attend such meetings will not be paid for that time.

F. New Positions: The Hospital shall notify the Association of any/all new non-management positions created by the Hospital that require an RN. The notification shall include title, job description, unit/department, shift, compensation and benefits.

ARTICLE 4 – MANAGEMENT RIGHTS

The Association recognizes the Hospital’s right to operate and manage the Hospital.

Except as specifically limited herein, the Hospital shall control and supervise all operations including control and regulation of the use of all equipment and other property of the Hospital; and direct all working forces including selection, hire and promotion, assign nurses a specific job, discipline or discharge for just cause, layoff, demote or transfer nurses or relieve them from duty, maintain discipline and efficiency among its nurses subject to this Agreement and grievance procedure. The Hospital shall be the judge of the qualifications of all nurses. All matters not covered by the language of this agreement will be administered by the Hospital on a unilateral basis consistent with its policies and procedures.

ARTICLE 5 – CORRECTIVE ACTION

A. Nurses are expected to comply with Legacy Health policies for conduct and performance. Nurses are responsible for knowing the rules and standards for individual behavior.

B. Upon request, nurses will be permitted to access their own personnel file.

C. Corrective action can be based on a single incident, continued instances, and/or overall
performance or conduct. Separate progressive corrective actions are not required for each issue or incident. Depending on the severity of the incident, any step, including termination, may be an appropriate first action. Progression through each of the action steps is not automatic or required. In determining the appropriate corrective action step, the Hospital will consider the severity of the offense, the number of prior offenses, the time period between offenses, and any other relevant criteria.

D. All levels of corrective action shall be documented in writing. A nurse shall receive a copy of any corrective action that is retained in the personnel file after signing the document indicating receipt of a copy.

E. Corrective Action Options:

1. Coaching: The manager or supervisor meets with the nurse to describe the problem or issue and expectations. This discussion may be documented. The completed form should be retained in the unit file for the nurse as a reference if needed. Discussion notes are not corrective actions and are not sent to Human Resources to be placed in the nurse’s Human Resources file, and are not subject to the grievance procedure. A copy of the note is given to the nurse.

2. Documented Verbal Corrective Action: A corrective action discussion may be used following a specific incident or after a period of time during which conduct or performance does not meet expectations.

3. Written Corrective Action: This action can address either a specific incident that calls for immediate attention or an overall concern about performance or conduct that includes more than one issue or problem. Written Corrective Action is more serious than a Documented Verbal Corrective Action.

4. Final Corrective Action: Final Corrective Action may or may not be given before termination of employment. If it is given, it should clearly and concisely describe problem areas, performance expectations/standards, and necessary actions for the nurse to meet expectations. The Final Corrective Action states that termination will follow if a nurse does not correct the problem.

5. Suspension Preceding Final Determination: Suspension may occur when safety or security concerns indicate that a nurse must be removed from the workplace, or when an investigation is needed. Suspension may occur with or without pay, depending on the nature of the concern or investigation.

6. Termination: Termination may occur when corrective action has not resulted in sufficiently improved performance or conduct or when problems are of a serious nature.
7. As an alternative to the grievance procedure, a nurse subjected to discipline will be permitted to submit a letter of explanation to their personnel file and explain how the nurse believes a discipline is either inaccurate, fails to account for an important circumstance, or fails to meet the just cause standard.

**ARTICLE 6 – COMPENSATION**

A. The following are the minimum rates of pay for all Nurses employed under the terms of this Agreement.

<table>
<thead>
<tr>
<th>Associate’s Degree in Nursing</th>
<th>ADN Current Rate Eff 1/1/2018</th>
<th>ADN Rate Eff Upon Ratification 1% ATB</th>
<th>ADN Rate Eff 2/1/19 Revised Structure</th>
<th>ADN Rate Eff 3/1/20 2.5% ATB</th>
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<td>24</td>
<td>$54.36</td>
<td>$56.12</td>
<td>$57.52</td>
</tr>
<tr>
<td></td>
<td>25</td>
<td>$54.36</td>
<td>$56.59</td>
<td>$58.00</td>
</tr>
<tr>
<td>25 Years</td>
<td>26</td>
<td>$56.24</td>
<td>$57.65</td>
<td>$59.10</td>
</tr>
<tr>
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<td>27</td>
<td>$56.24</td>
<td>$57.65</td>
<td>$59.10</td>
</tr>
<tr>
<td></td>
<td>28</td>
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<td>$57.65</td>
<td>$59.10</td>
</tr>
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<td>29</td>
<td>$56.24</td>
<td>$57.65</td>
<td>$59.10</td>
</tr>
<tr>
<td></td>
<td>30</td>
<td>$56.24</td>
<td>$57.65</td>
<td>$59.10</td>
</tr>
<tr>
<td>30 Years</td>
<td>31</td>
<td>$57.64</td>
<td>$59.10</td>
<td>$60.57</td>
</tr>
</tbody>
</table>

The foregoing reflects the following:

1. Effective the pay period that includes July 1, 2018, or upon the first pay period that includes the date of ratification, whichever is later, increase current base rates of pay by 1%.
2. Effective the pay period that includes February 1, 2019, implement a revised wage scale.
3. Effective the pay period that includes March 1, 2020, increase base rates of pay by 2.5%.
4. Effective the pay period that includes the date of ratification, differentials and premium rates of pay shall be as follows:
### Differentials

<table>
<thead>
<tr>
<th>Shift</th>
<th>Differential</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evening Shift (3:00 PM-11:00 PM)</td>
<td>$2.45</td>
</tr>
<tr>
<td>Night Shift (11:00 PM-7:00 AM)</td>
<td>$5.75</td>
</tr>
<tr>
<td>Relief Charge Nurse</td>
<td>6%</td>
</tr>
<tr>
<td><strong>Standby</strong></td>
<td></td>
</tr>
<tr>
<td>Non-Holidays</td>
<td>$4.00</td>
</tr>
<tr>
<td>Holidays</td>
<td>$7.00</td>
</tr>
<tr>
<td>Weekend</td>
<td>$2.00</td>
</tr>
<tr>
<td>Preceptor</td>
<td>$2.50</td>
</tr>
<tr>
<td>Float Nurse Premium</td>
<td>$3.00</td>
</tr>
<tr>
<td>NRS</td>
<td>6%</td>
</tr>
<tr>
<td>RNFA</td>
<td>6%</td>
</tr>
<tr>
<td>BSN</td>
<td>4% total</td>
</tr>
<tr>
<td>MSN $^1$</td>
<td>6% total</td>
</tr>
</tbody>
</table>

**B.** Nurses will receive one shift differential applicable to the hours for which the majority of the working shift occurs. For shifts where the hours are split equally, the nurse will receive the higher shift differential for the entire shift.

The relief charge nurse differential is paid for the hours for which the nurse has charge responsibilities.

The preceptor differential is paid for the hours in which the nurse is precepting another nurse.

Only one nurse may be paid NRS differential at any time. It will be paid when that nurse is assigned the NRS role. Nurses working NRS may not also receive relief charge differential at the same time.

A nurse will be paid the RNFA differential when the nurse is performing the duties of RNFA.

**C.** Step increases and contractual increases shall be implemented on the first day of the pay period in which the effective date of the increase falls.

**D.** **Appealing Step Placement:** If a new or existing nurse believes s/he was not awarded the correct number of years of experience for prior work, the nurse may appeal the step placement. The

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$^1$ Nurses with MSN are not eligible for BSN differential.
appeal process is used only to review whether a nurse was placed properly at the time of placement, in accordance with the rules in effect at that time. The appeal may not be used to change the rules by which steps were awarded at the time of the placement, including how steps were awarded under earlier collective bargaining agreements. Rather, it is for the purpose of reviewing the nurse’s years of experience only. In its sole discretion, the Hospital may increase a nurse’s step level as a result of its review of the nurse’s experience. The Hospital’s decision in the appeal process is not subject to the grievance procedure.

E. The Hospital agrees to provide and launder scrubs for all Surgical Services, Emergency Department and Family Birth Center Nurses. Surgical Services, Emergency Department, and FBC Nurses will change into scrubs when reporting to work and change out of scrubs prior to leaving work each day so that Hospital may launder scrubs.

F. Participation in Incentive Programs: The parties agree that bargaining unit nurses will participate in Legacy system-wide incentive programs in which nurses in the same or similar classifications at other hospitals within the system participate. Changes in or the discontinuance of such programs will be within the Hospital’s discretion and shall not be subject to bargaining with the Association, as long as the changes or discontinuance are applied to nurses in the same or similar classifications at other hospitals within the system.

ARTICLE 7 – ANNUAL PAID LEAVE

A. Full-time Nurses and Part-time Benefited Nurses will earn and may use Annual Paid Leave (APL) in accordance with Legacy policy applicable to similarly-situated non-bargaining unit employees

B. The APL accrual rates in effect as of the start of this Agreement are as follows:
<table>
<thead>
<tr>
<th>Months of Service</th>
<th>Accrual Rate (per hour worked)</th>
<th>Maximum Annual Accrual</th>
<th>Maximum APL Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-60</td>
<td>0.0962</td>
<td>200</td>
<td>480</td>
</tr>
<tr>
<td>61-120</td>
<td>0.1154</td>
<td>240</td>
<td>480</td>
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<tr>
<td>121-180</td>
<td>0.1347</td>
<td>280</td>
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<tr>
<td>181-240</td>
<td>0.1424</td>
<td>296</td>
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</tr>
<tr>
<td>241-above</td>
<td>0.1462</td>
<td>304</td>
<td>480</td>
</tr>
</tbody>
</table>

Not capped by hours worked each pay period, just annual max (i.e.: accrue APL over 72 or 80 hours in a pay period)

ARTICLE 8 – HOLIDAYS

A. The following holidays shall be recognized and celebrated on the legal day within the state:

B. It is agreed that holiday work will be rotated by the Hospital as equitably as possible and that a nurse who is required to work on a holiday shall receive time and one-half at their normal rate of pay. In addition, the following days shall be rotated in the department as equitably as possible; day after Thanksgiving, Christmas Eve, New Year's Eve, Easter, Mother's Day, and Father's Day, but nurses shall not be entitled to time and one-half for working these days.

ARTICLE 9 - HOURS OF WORK

A. The workweek begins Sunday at 12:01 am and ends Saturday at midnight.

B. Workdays: The basic workday shall be eight, 10 or 12 hours.

The Hospital and an individual Nurse may mutually agree to workdays other than eight, 10 or 12 hours. Such agreement shall be in writing. The Hospital reserves the right to cancel such agreements by giving written notice of at least 30 calendar days to the affected Nurse. If a Nurse in an existing 12-hour position is medically unable to perform 12 hours of work (supported by a fitness-for-duty evaluation), an eight-hour position may be considered if staffing needs can be accommodated.

C. Overtime: Overtime compensation shall be paid at one and one-half times the Nurse’s regular rate of pay, for all hours worked in excess of one of the following:
1. Hours worked in excess of the basic workday. Approved shifts of less than eight hours as posted on the work schedule will not incur overtime until a minimum of eight hours is worked.

2. Hours worked in excess of 40 hours in a workweek.

Overtime must be approved by your manager or designee in advance, except in emergencies. Emergency overtime must be approved on the next regular workday.

D. Rest Periods: One 15-minute rest period shall be allowed during each four-hour period of employment.

E. Notice for Low Census: Whenever possible in the assignment of low-census days, the Hospital shall notify nurses that they are not needed for a scheduled shift no later than two hours prior to the nurse's scheduled shift. A reasonable effort by the Hospital would include an attempt to contact the Nurse by telephone at up to two telephone numbers listed by the nurse.

If the Hospital has not notified the nurse that they is not needed for their schedule and they show up for work, they shall be offered the opportunity to work for a minimum of three hours. A nurse may elect to forego this work opportunity and take the time off with (utilizing APL) or without pay. The three-hour minimum shall not apply if the Hospital has made a reasonable effort to notify the Nurse in advance not to report for work on that shift.

F. Minimum Shift Pay: Nurses shall be paid a minimum of three hours' pay for each shift worked unless the nurse volunteers to take the time off without pay.

G. Managers or designee shall schedule nurses’ meal periods and provide relief as necessary. Nurses who are unable to take a meal period as a result of patient load shall be paid for the time worked. It is the nurse’s responsibility to manage her time so that the scheduled meal period can be taken except in emergency situations.

H. Low Census: When patient census and acuity create a need to reduce nurse staffing after the schedule has been posted, individual nurses will be subject to low census pursuant to the following procedures. In the application of the factors described below relating to low-census decisions, the primary considerations shall be the maintenance, at all times, of safe patient care, continuity of care by the nurse currently assigned to such activities, and the maintenance of adequate nursing staff to serve Hospital patients. The appropriate mix of skill sets, certifications required to care for the immediate patient census and continuity of nursing
care will be evaluated and determined by Hospital supervisors/manager/charge nurse.

I. Low census may occur for a portion of a scheduled shift (including a decision to delay the start time of a previously scheduled nurse) or for the entire scheduled shift. A delayed start may be used only once per nurse, per scheduled shift, and shall count in the low-census rotation. As long as the criteria described in the paragraph above have been met, nurses shall be selected for low census in the following order:

1. Agency/travelers (within the limits of their contract with the Hospital) Agency nurses will float to other units prior to bargaining unit Nurses if the agency contract so permits. (Note: the Hospital agrees that it will seek to include low census and floating of agency/travelers in its contracts with agency/travelers.)
2. Nurses working at premium pay (for example, 1.5x)
3. Volunteers
4. Nurses scheduled for an extra shift that would be compensated at straight time (beyond budgeted hours)
5. On-call Nurses
6. All other nurses assigned to the unit that day (including Legacy Resource Pool Nurses)

The nurse selected for the "low census" (which includes delayed starts and non-scheduled standby) within the groups described above shall be the nurse on the shift who has the lowest percentage of low census in the last rolling calendar year (as described in Legacy policy). All efforts will be made to “cap” mandatory low census at no more than one shift per pay period per Nurse (excluding On-call Nurses). Once a Nurse is involuntarily low-censused for a shift, regardless of low-census percentage, the Nurse would not be low-censused again until all staff within the department and shift are low-censused once within that pay period.

The Hospital has the option of assigning the nurse to be on standby when the nurse has been selected for low census. If a nurse is placed on standby, they will be paid the standby rate of pay for the time spent on standby. If the nurse is not placed on standby, they will not be required to remain available for call back.

J. Mandatory Departmental Nursing Staff Meetings: Nurses on a day off or working night shift shall be compensated at the rate of one-and-one-half times the regular rate for time attending mandatory departmental nursing staff meetings. Nurse Managers will schedule each departmental meeting for their department. Nurses who are scheduled to work on the day of a required staff meeting or otherwise excused, will read the minutes for that staff meeting within ten days for the
K. **Standby:** Each department shall maintain a voluntary standby list for high census days. Nurses who sign up for voluntary standby shall be the first Nurses contacted if the Hospital needs additional staff. Surgical Services Nurses shall be required to perform surgical services call time. Surgical services call time shall begin when the nurse is expected to be available by phone. All other nurses shall not be required to perform standby duties except when called off due to low census and placed on standby pursuant to Section H of this Article.

L. **Scheduling Procedure:** The Hospital shall first schedule all full and part-time nurses on the regular schedule. Full-time, part-time, and on-call nurses may then declare their availability. Extra available shifts shall be distributed to all those Nurses interested in an equitable fashion in each respective department, provided that any shifts with the potential to result in overtime or premium pay will be scheduled last.

M. **Bumping Per Diem Agency Nurse:** Bargaining unit Nurses shall have the right to bump a per diem agency nurse off the work schedule up to four hours prior to the beginning of the shift. The Nurse who bumps a per diem agency nurse shall be receive LSI, if eligible.

N. **Pay for Call Worked:** Nurses on standby (scheduled or unscheduled), in addition to their standby pay, shall receive time and a half their regular rate of pay for call worked (defined as time worked when called back from standby). Call Worked begins when the Nurse reports to the Hospital, ready for work. If a Nurse is called into work from standby, they will receive a minimum of three (3) hours pay regardless of hours worked.

O. **Scheduling:** The Hospital shall schedule all full and part-time nurses for periods of at least four weeks. The schedule will be posted at least four weeks before it goes into effect. The Hospital may post a schedule for a longer period, and may post it further in advance, after providing prior written notice to the Association. Once posted, schedules may not be changed except by mutual written consent of the nurse and the Hospital.

P. **Notice for Absences:** Nurses are expected to provide advance notice of any absences as soon as possible, but no later than at least two hours prior to the start of the scheduled shift.

Q. **Weekend Work:** For work on the weekend, the Hospital will make an effort to have Nurses who work 12-hour shifts work no more than every third weekend. Any nurse who is required to work more than every other weekend shall be paid one-and-a-half times their regular rate of pay for
all weekend hours worked outside of their normal rotation (note, however, that this premium pay will not apply if the change in required weekend rotation is due to holiday scheduling.) The weekend is defined as beginning at 2300 on Friday and ending at 2330 on Sunday. Weekend differential is paid based on the majority of hours worked within that time-frame, and is paid only for hours worked.

R. No Pyramiding: There shall be no pyramiding of one and one-half or greater premiums. No pyramiding means that once one hour has been deemed payable under one premium it may not be counted again in determining whether such a premium should be paid for any other hour.

S. Legacy Shift Incentive (LSI): Nurses in the bargaining unit are eligible to receive LSI in accordance with Legacy policy applicable to non-bargaining unit nurses.

ARTICLE 10 - EMPLOYMENT STATUS

A. A Nurse employed by the Hospital shall not become a regular employee until they have been continuously employed for a period of three months except those employees employed on a temporary basis under Article 11 to cover a leave of absence.

B. All Nurses regularly employed shall give the Hospital not less than 14 calendar days’ written notice of intended resignation.

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

D. A nurse shall receive a copy of any written warning that is retained in the personnel file after signing the document indicating receipt of a copy.

E. Promotion, Transfer, Filling of Posted Job Openings: all qualified internal applicants shall be considered by the hiring manager in consultation with Employment Services prior to filling a position, provided however that a hiring manager may decide to first post a position as “Department Only,” meaning the opening is available only to Nurses already working within the Department.

When a position is filled with an internal applicant the hiring manager shall document the selection
process. When skill and ability are reasonably equal as determined by the hiring manager, the position shall be awarded on the basis of seniority using hours worked as the determining factor.

F. All positions shall be posted five full calendar days prior to the filling of a vacancy, either as “Department Only” or full internal posting. Posted positions shall list whether they are day shift, evening shift, night shift, or variable shift. Cross-training assignments are not considered a position or a vacancy subject to this article. The Hospital may post notices describing possible cross training opportunities; however, such notice will be posted with the understanding that it does not refer to a vacant position subject to the posting requirements of this article.

G. “Seniority” is defined as the length of employment as measured by the total hours paid as a “Nurse” including low-census hours and time worked as an LPN but excluding standby hours, and hours employed outside the bargaining unit. Paid hours also include APL and grandfathered EIB.

1. **Loss of Seniority:** A Nurse shall lose all seniority rights for any of the following reasons: Termination, voluntary resignation, or retirement, unless reemployed to a position covered by this Agreement within 12 months from the date of termination, resignation or retirement. A nurse shall also lose seniority rights after twelve consecutive months on layoff status.

2. **Service Outside the Bargaining Unit:** When a Nurse covered by this Agreement who, without a break in employment by the Hospital, enters non-bargaining unit employment that is not covered by this Agreement and returns to a bargaining unit position, shall retain all previously earned seniority under this Agreement. Reinstatement of previously accrued seniority will not apply until after the non-bargaining unit nurse’s return to the bargaining unit. A Nurse who returns to the bargaining unit will resume accrual of seniority once returned to the bargaining unit position, shall maintain their APL accrual rate and a wage that is no less than their previously existing wage step under this Agreement.

3. **Seniority Reinstatement:** A bargaining unit Nurse who terminates from employment from Silverton Hospital and is rehired to a position covered by the Agreement within 12 months will (a) be returned to a wage no lower than the previously paid wage and (b) will have their seniority reinstated.

4. **Layoff or Workforce Reorganization:** The Hospital retains the right to determine whether a permanent or prolonged reduction in or restructuring of personnel is necessary, the timing of such reduction or restructuring, the number of FTEs to be affected, and in which departments a layoff and/or restructuring will occur.

a. If the Hospital determines that a layoff in personnel or a restructuring is
necessary, Nurses shall be laid off in the following order: (1) Nurse(s) within the 
affected unit who volunteer for layoff; (2) in order of seniority (inverse order) 
within the affected shift and unit (for purposes of this section only, nurses whose 
start time is within two hours of the start time of the impacted shift will be 
considered to be on the same “shift”); and (3) affected Nurses to be laid off may 
then choose to bump either the least senior nurse within the same nursing unit or 
the least senior nurse in the Hospital, if the Nurse is qualified to meet the unit-
specific competency standards after no more than one week of orientation. Any 
nurse who is displaced under this paragraph will have the option of accepting any 
vacant position for which she is qualified in accordance with the following 
paragraph, or be placed on the recall list.

b. Open Positions: If there are any open bargaining unit position(s) at the time a 
layoff is announced, the position shall be posted in accordance with Section (F) 
in this Article. If the position remains vacant after five days, the position shall be 
made available to nurses facing layoff.

5. Recall: Nurses shall be recalled in seniority order. The Hospital shall offer all open 
and available bargaining unit positions to nurses on recall for which they are qualified 
if such positions remain open after the regular posting period provided for in Section 
10(G). Nurses on recall may refuse positions offered if the position is on a shift that is 
different from the nurse’s assigned shift at the time of layoff. Nurses shall have one 
right of refusal. Upon return, a recalled nurse will retain seniority, step wage and 
benefit accrual level in effect at the time of layoff. A nurse on the recall list may elect 
to work as an On-call Nurse for a period of up to 90 days without having that work 
impact her position on the recall list. Notice of this election must be made to the 
Hospital within ten (10) days of the notice of layoff. After expiration of the 90-day 
period, the displaced nurse may elect reclassification to on-call status and will be 
removed from the recall list. Pursuant to Article 10, Section H(1), any recall rights 
expire twelve months after layoff.

6. Notice: The Hospital shall provide the Association and affected nurse(s) with at least 
20 calendar days’ notice prior to a layoff or provide three weeks’ pay to the affected 
nurse(s).

a. Workforce Reorganization: The provisions of this section shall apply in the event 
of a work force reorganization that does not involve layoffs. A workforce 
reorganization shall include staffing changes resulting from a merger or 
consolidation of two or more units, increases or decreases in FTE status among 
bargaining unit members, and changes of positions within a seniority pool.

7. Performance of Remaining Work: The work remaining after a workforce reduction shall
be performed by currently employed nurses until the Hospital determines that recall shall be initiated. The Hospital may employ laid off Nurses who retain recall rights as On-call Nurses to perform available work, and such laid off nurses who have indicated their availability to perform this work will be offered it before the work is offered to temporary, Resource Pool or contracted nurses. The foregoing section shall not apply to laid-off nurses who do not retain recall rights.

8. **Severance Pay:** The parties agree that bargaining unit nurses may participate in Legacy’s Employee Transition Policy under the same conditions as nurses in the same or similar classifications at other hospitals within the system. Any nurse who elects to participate in Legacy’s Employee Transition Policy will waive any recall rights they may have under this Article 9 and any recall or internal applicant status rights they may have under this Article 10.

**ARTICLE 11 - LEAVES OF ABSENCE**

It is the intent of the Hospital to comply with all applicable federal and state laws regarding leaves of absence. Leaves of absence shall be provided in accordance with Legacy policy applicable to similarly-situated non-bargaining unit nurses.

**ARTICLE 12 - HEALTH AND WELFARE/RETIREMENT**

A. **Health and Welfare:** The Hospital will provide health and welfare benefits to bargaining unit nurses under the same plan(s) as are available to similarly-situated non-bargaining unit nurses. Full-time and part-time nurses electing to participate in the Legacy Benefit program will be subject to the same premium rates and Employer contribution for these programs as similarly situated full-time and part-time non-represented nurses. Hospital may change to a different program only after providing the Association at least 45 days prior notice of the proposed change and an opportunity to discuss such change. Any changes in insurance coverage during this Agreement shall be no different for the bargaining unit than changes for non-bargaining unit nurses of the Hospital.

B. **Retirement Program:** The Hospital agrees to provide the same retirement benefits to bargaining unit nurses as it provides to similarly-situated full-time and part-time non-represented nurses. The Hospital may change the current retirement programs after providing the Association at least 45 days prior notice of the proposed change and an opportunity to discuss such change. Any changes in retirement benefits during this Agreement shall be no different for the bargaining unit than changes for similarly-situated non-bargaining unit nurses of the Hospital.
ARTICLE 13 - GRIEVANCE PROCEDURE

A. A grievance is defined as any allegation that the Hospital has breached one or more provisions of this agreement.

1. **Step One:** A grievance shall first be presented to the Nurse Manager in writing within 14 days of the occurrence or the date the Nurse should reasonably have knowledge of it. In the case of an Association grievance, such grievance must be filed in writing within 14 calendar days of the date the Association should reasonably have knowledge of it. The Nurse Manager will have five days to set up a meeting to discuss the matter and 14 days to respond in writing to the complaint, dispute, or difference.

   Association grievance may be submitted according to paragraph (A) (1).

2. **Step Two:** If dissatisfied with the decision of the Nurse Manager, a grievance may then be presented to the Vice President, Chief Nursing Officer (CNO), or designee, within fourteen (14) calendar days of the response from the Nurse Manager.

   Theaggrieved Nurse and, if the Nurse so desires, a representative of the Association shall meet (within seven days of the filing of the grievance) with the CNO, or designee, in an attempt to resolve the grievance. The CNO shall submit a written response to the grievant, with a copy to the Association within 14 calendar days of the filing of the grievance, or if no conference is held, within 14 calendar days of the date of submission of the grievance to the CNO.

3. **Step Three:** In the event the grievance is not resolved by the procedure outlined in (A)(1) above, the grievance shall be submitted in writing to the Hospital President within 14 calendar days of the receipt of the written response or last date for such response in (A)(1) above.

   The Hospital President or designee shall meet with the aggrieved Nurse and an association representative within 14 calendar days of the filing of the grievance with the President.

   The President shall respond in writing to the grievant, with a copy to the Association within seven days from the date of the conference with the President, or, if no conference is held, within 14 calendar days of the date of submission of the grievance to the President.
4. **Step Four:** In the event the grievance is not resolved by the procedure outlined in (A)(2) above, the Association may refer the grievance to binding arbitration through written notice to the Hospital within 14 calendar days of the answer of the Hospital President.

Within 14 calendar days following receipt of the Association’s notice of intent to arbitrate, the parties shall meet to try to mutually agree upon the selection of an arbitrator. If the parties cannot agree upon the selection of an arbitrator within the 14-day period, the parties agree to select an arbitration from a list of seven submitted by the Federal Mediation and Conciliation Service from among those on its panel of arbitrators who are also members of the American Arbitration Association. A selection from the list shall be made within five days of receipt of the list.

5. All time limits set forth above may be extended by mutual agreement, in writing. Selection of an arbitrator from a list may be by mutual agreement between the parties or by alternatively striking one name each from the list until one is left. The first strike shall be determined by the flip of a coin.

The arbitrator’s decision shall be final and binding upon the Employer and the Association; provided, however, that the arbitrator shall not, without specific written agreement of the Employer and the Association with respect to the arbitration proceeding before him/her, be authorized to add to, detract from or in any way alter the provisions of this Agreement.

The arbitrator’s pay and all jointly incurred incidental expenses of the arbitration shall be borne equally by the parties. If a court-reported transcript is requested by a party and used by both parties, that cost shall also be borne by both parties. If only one of the parties utilizes the transcript, the full cost of the court-reported transcript shall be borne by the party requesting the court reporter. However, each party shall bear the other expenses of presenting its own case.

**ARTICLE 14 - EQUALITY OF EMPLOYMENT OPPORTUNITY**

The Employer shall not discriminate against any nurse on account of membership in the Association.

The Employer and the Association agree that each will fully comply with applicable laws and regulations regarding discrimination and will not discriminate against any nurse or applicant for employment because of such person’s race, religion, color, national origin, sex, age, marital
status, sexual orientation, physical or mental disability or veteran status.

ARTICLE 15 - DEDUCTION OF MEMBERSHIP DUES

A. The Hospital will deduct Association membership dues from the salary of each Nurse who voluntarily agrees to such deductions and who submits a written authorization to the Hospital. Deductions shall be made semimonthly in standard amounts and remitted to the Association.

B. Newly-employed Nurses shall be required to join and maintain membership in the Association as a condition of employment; any Registered Nurse who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations need not join the Association but shall pay an equivalent amount to the ONA Nurses Foundation, ONA Nurses Scholarship Fund or the Silverton Hospital Auxiliary Scholarship Fund with such payments specifically set aside for nursing education scholarships. Payments are to be made within 30 days following the date of employment and are to be continued monthly or in advance and receipts sent to the membership department of the Association.

C. The Hospital shall notify the unit chairpersons for the Association whenever a new nurse is hired who would be covered by this Agreement.

D. The Association agrees to indemnify and hold harmless the Hospital and its agents for any loss or damage arising from the performance of these services.

ARTICLE 16 - PROFESSIONAL DEVELOPMENT AND EDUCATION

The Hospital strives for excellence through continuous improvement efforts. The Hospital seeks and supports educational opportunities for the nursing department recognizing that knowledge is power and the key to change.

In order to meet and exceed the standards of patient care, the Hospital requires specific national certifications or required courses. The Hospital will pay for fees and/or expenses of mandatory education in accordance with Legacy policy.

A. Paid Educational Time – Conference/Seminar: The Hospital supports professional nursing skills development through opportunities to participate in seminar and workshop experience.

B. Paid Educational Time shall be provided in accordance with Legacy policy applicable to similarly-situated non-bargaining unit nurses.
C. Paid Educational Time is subject to administrative approval. Criteria for approval of educational requests are based primarily on relevance to current job description.

D. Certification. The Hospital recognizes the professional dedication and quality focus required to achieve and maintain specialty certification. Nurses who have obtained recognized specialty certifications shall be paid certification pay in accordance with Legacy policy (note: this refers to the 2018 Specialty Certification Bonus Program (except that Wound Care Certification will be added for any nurse for whom the certification is not required for the nurse’s position), and which will be continued for each year of this Agreement).

ARTICLE 17 – PROFESSIONAL NURSING CARE COMMITTEE

A. The bargaining unit of the Hospital shall elect from its membership one member from each nursing unit who, along with nursing management and leadership, shall constitute the Professional Nursing Care Committee.

B. This committee shall meet quarterly for one hour at a set time and date. Each committee member from the bargaining unit shall be compensated at the Nurse’s regular straight-time rate of pay for the hour while in attendance at the committee meetings.

C. The committee shall have two chairpersons, one from nursing leadership and one from the unit nurses.

D. Only committee members will attend the committee meetings, unless mutually agreed by the chairpersons to invite guests.

E. The chairpersons shall agree on an agenda at least one week in advance of each meeting.

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

G. The purpose of the PNCC is to:

1. Make recommendations for improvements in patient care and nursing practice.
2. Improve communication between staff nurses and nursing administration.
3. Create and celebrate a nursing environment at LSMC which is excellent.

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

I. Committee meetings will be cancelled for lack of attendance unless at least four of the six nurse members are in attendance. The committee will be discontinued if three of four meetings are cancelled on a rolling basis.

ARTICLE 18 - HEALTH AND SAFETY

It is the objective of both parties to the Agreement that safe working conditions shall be maintained. Toward that end, the Hospital will make necessary safety equipment available and promote safe working conditions. Nurses shall follow Hospital safety procedures in order to perform tasks in a safe manner and will correct or report observed safety hazards to the Hospital.

ARTICLE 19 – SEPARABILITY

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

ARTICLE 20 - DRUG AND ALCOHOL POLICY

During negotiations for this Agreement, the Association received and reviewed a copy of the Legacy drug and alcohol policy. Employment of Nurses under this Agreement shall be subject to that policy.

ARTICLE 21 – SUCCESSORS

In the event the Hospital is actively considering any merger, consolidation, sale of assets, lease, franchise or any other such change in structure, management or ownership which may be expected to affect the existing collective bargaining unit, the Hospital shall so inform the Association. The Hospital shall call this Agreement to the attention of any entity, business or person who is succeeding to the management or ownership of the Hospital, and, if such notice is given, the Hospital shall have no further liability or obligations of any sort under this Section.

ARTICLE 22 – WORKING OUTSIDE THE BARGAINING UNIT

The parties agree that a nurse shall be allowed to hold two or more non-supervisory part-time, supplemental, on-call or per diem positions for Legacy Health, regardless of whether such positions are inside or outside the bargaining unit. The parties further agree, however, that a nurse may not hold such positions if the nurse’s overall schedule will result in regularly working more than forty hours per week.
A nurse who applies for a supervisory position within Legacy Health Systems must be willing to resign from their bargaining unit position in order to be considered for such supervisory position.

In the event a nurse holds two or more positions at the same time – one inside the bargaining unit and one outside the bargaining unit – the following conditions shall apply:

A. None of the provisions of this Agreement shall apply to the nurse’s work outside of the bargaining unit, or the nurse’s application for work outside of the bargaining unit.

B. A termination from the nurse’s non-bargaining unit position shall not be subject to the grievance procedure under any circumstances. In addition, if a nurse is terminated for any of the following egregious infractions, committed while working outside of the bargaining unit, the nurse shall also be terminated from their bargaining unit position: improper treatment of patients; gross insubordination; sexual or other forms of harassment against other employees, patients, patients’ family members or visitors, or other customers; dishonesty; theft; violation of patient confidentiality; violation of the drug and alcohol policy; or falsification of employment or personal history data. Termination from the employee’s bargaining unit position in the foregoing circumstances shall not be subject to the grievance procedure, unless the Association can demonstrate that the nurse did not commit the offense for which they were terminated and/or can demonstrate that the specific circumstances of the offense did not warrant termination. In other circumstances where a nurse is terminated from their non-bargaining unit position, they also may be terminated from their bargaining unit position if the Employer can establish just cause for such termination, based on the nurse’s conduct and prior discipline, both inside and outside the bargaining unit. A nurse must exhaust the Legacy Resolution of Problems and Grievances procedure before proceeding with a contractual grievance under Article 13. The timelines of the contractual grievance procedure will be suspended until the Legacy procedure is complete.

C. Any discipline issued to the nurse, whether the nurse was working inside or outside the bargaining unit, will count for purposes of progressive discipline. If the discipline is issued while the nurse is working outside of the bargaining unit, the discipline will be deemed as issued for just cause and may not be challenged through the grievance procedure, unless the discipline results in the nurse’s termination from their bargaining unit position, pursuant to Section B, above. In such circumstances, the parties agree that the nurse shall be entitled to the same number of progressive disciplinary steps that a full-time nurse would receive. In other words, the fact that the nurse holds more than one position shall not result in the nurse being entitled to
additional disciplinary steps.

D. In the event a nurse is removed from work pending the results of a for-cause drug screen, or during the pendency of an investigation, the nurse will be removed from all work, both inside and outside the bargaining unit. If the reason for the removal occurred while the nurse was working outside of the bargaining unit, such removal shall not be subject to the grievance procedure. The Employer agrees that if a nurse is removed from work for a for-cause drug screen, the Employer will provide the results of the drug screen to the nurse as quickly as possible and not later than 48 hours after receiving the results.

E. All provisions of this Agreement related to seniority shall apply only to the nurse’s bargaining unit seniority.

F. Work outside the bargaining unit will not count for purposes of calculating overtime under Section 9(C) of this Agreement, except to the extent required by law.

In the event a bargaining unit nurse applies for a non-bargaining unit position, with the intention of holding both positions at the same time, the Hospital shall inform the nurse of the provisions of this Section and shall have the nurse sign a form acknowledging that the nurse understands the rights they are waiving under this Section prior to awarding the nurse the non-bargaining unit position.

ARTICLE 23 – COMPLETE AGREEMENT

It is agreed that during the negotiation leading to the execution of this agreement, the Association and the Hospital have had a full and complete opportunity to submit and discuss all items appropriate to the collective bargaining process.

Upon the execution/ratification of this agreement, both parties acknowledge that this agreement constitutes the entire agreement between the Hospital and the Association. In other words, the parties acknowledge that any matters not specifically made a part of this agreement, including any prior practices, understandings, grievance settlements or side letters not incorporated into this agreement, are excluded and not a part of any agreement between the Hospital and the Association. The parties further agree that any new agreements arrived at during the term of this agreement must be in writing and signed by both parties.
IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the date first hereinabove mentioned.

LEGACY SILVERTON MEDICAL CENTER

Sarah Brewer, President

Sonja Steves
Sr. VP, Chief Human Resources Officer

Eve Logsdon, VP, Human Resources

Anna Loomis, Sr. VP, Chief Financial Officer

Karen Brady, VP, Chief Nursing Officer

Natalie Britton, Employee Relations Manager

Amy Reyes, FBC Nurse Manager

Paul Pfarr, ED Nurse Manager

Peter Tranby, Employee Relations Consultant

OREGON NURSES ASSOCIATION

Amber Cooper
Labor relations representative

Jeanie Thurston, RN

Virginia Smith, RN

Aaren Brown, RN

Karen Sides, RN

ONA/SIL 2018-2021 Collective Bargaining Agreement
LETTER OF AGREEMENT ON RECOGNITION

For the purpose of clarification: the intent of Article 2 of the Collective Bargaining Agreement between Legacy Silverton Medical Center and the ONA continues the inclusion of the Foot Clinic staff and the S.T.E.P.’s Clinic staff in the collective bargaining unit.

LEGACY SILVERTON MEDICAL CENTER

Sonja Steves
Sr. VP, Chief Human Resources Officer

OREGON NURSES ASSOCIATION

Amber Cooper
Labor relations representative
MEMORANDUM OF AGREEMENT REGARDING PAID TIME OFF AND EXTENDED ILLNESS BENEFIT BANKS

Effective the pay period that includes January 1, 2017, each bargaining unit nurse’s accrued Paid Time Off hours will transfer to Legacy’s Annual Paid Leave system.

Effective the pay period that includes January 1, 2017, bargaining unit nurses will not accrue additional Extended Illness Benefit Bank (“EIB”) hours. Each nurse’s EIB hours accrued prior to the pay period that includes January 1, 2017 will continue to be available for use pursuant to current Silverton policy (including retirement cash-out) until the nurse’s accrued EIB hours are exhausted, employment terminates or the nurse transfers to a non-benefited position. Effective the pay period that includes January 1, 2017, accrued EIB hours will be tracked in the Legacy system.

LEGALITY SILVERTON MEDICAL CENTER

Sonja Steves
Sr. VP, Chief Human Resources Officer

OREGON NURSES ASSOCIATION

Amber Cooper
Labor relations representative
MEMORANDUM OF AGREEMENT

LICENSED PRACTICAL NURSES

The parties agree that Licensed Practical Nurses are not part of the bargaining unit and that effective upon ratification, Diana Stanford, Woodburn Internal Medicine, will no longer be part of the bargaining unit. The Hospital has communicated that it has no intention of layoff of Ms. Stanford as a result of her being removed from the bargaining unit.

Notwithstanding the foregoing, in the event that the Hospital hires additional LPNs following ratification of this agreement, they will be included in the bargaining unit.

For purposes of this Memorandum of Agreement, LPNs are defined as a currently Licensed Practical Nurse who under the supervision of a Registered Nurse administers patient care.

LEGACY SILVERTON MEDICAL CENTER

Sonja Steves
Sr. VP, Chief Human Resources Officer

OREGON NURSES ASSOCIATION

Amber Cooper
Labor relations representative
MEMORANDUM OF AGREEMENT
REGARDING BENEFITED PART-TIME NURSES

In accordance with Article 1(H), part-time nurses are eligible for benefits if they are regularly scheduled at least 24 hours per workweek. For part-time nurses previously employed at 20 hours and who are receiving benefits, the Hospital agrees that if they wish to continue benefits after January 1, 2017, the Hospital will on a one-time basis adjust their hours to at least 24 regularly-scheduled hours in order to keep them benefits eligible. To receive this commitment of at least four extra regularly-scheduled hours, the nurse must notify the Hospital, in writing, of their desire to have their hours adjusted by no later than November 1, 2016. Any nurse who does not so notify the Hospital will not be eligible for this commitment to extra hours.

The parties agree that the adjustment to hours will continue unless the nurse’s hours or position are modified pursuant to another provision of this agreement, or the nurse voluntarily reduces their hours. In other words, this one-time commitment to adjust hours will not create either a benefit or a detriment to the nurse for future hours adjustments, either up or down.

LEGACY SILVERTON MEDICAL CENTER
Sonja Steves
Sr. VP, Chief Human Resources Officer

OREGON NURSES ASSOCIATION
Amber Cooper
Labor relations representative
MEMORANDUM OF AGREEMENT
 REGARDING APL FOR NON-BENEFITED PART-TIME NURSE

In order to be eligible to accrue APL, part-time nurses must work at least 48 hours per pay period. The following nurses are grandfathered and continue to receive APL accrual in accordance with Legacy policy until April 1, 2020. The parties agree that prior to that date, the Hospital will invite each of these nurses to elect, in writing, to have their hours increased to 48 hours per pay period. If they elect the option to increase their hours, they will be awarded a comparable position that becomes available within their grandfathered period. If such a position does not become available, the Hospital will increase their hours at the end of the grandfathered period. If a nurse does not fill out an election form to increase hours, or does not accept a comparable position that becomes available, then this Memorandum of Agreement will cease to apply to that nurse.

Katie Edmonds, Heidi Kline, Jacqueline Niemeyer
CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

Return to:
Oregon Nurses Association
18765 SW Boones Ferry Road Ste 200
Tualatin OR 97062-8498
or by Fax 503-293-0013.

Thank you.

Your Name:__________________________________________________________

I certify that I have received a copy of the ONA Collective Bargaining
Agreement with Silverton, January 5, 2017 through March 31, 2018.

Signature:__________________________________________________________

Today’s Date:________________________

Your Mailing Address______________________________________________
________________________________________________________________
________________________________________________________________

Home Phone:________________________  Work Phone:____________________

Email:____________________________________________________________

Unit:________________________

Shift:________________________