

A G R E E M E N T

Between

THE OREGON NURSES ASSOCIATION

and

ADVENTIST HEALTH COLUMBIA GORGE

December 4, 2024 through June 30, 2027

Effective Date: December 4, 2024

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ARTICLE 1 – RECOGNITION AND MEMBERSHIP

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

B. Definitions.

Definitions effective as of the execution date of this Agreement:

B.1 General Duty Nurses.

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

B.2 Per Diem Nurses.

Per diem nurses are those employees who work less than twenty-four (24) hours in a 14-day period. Per Diem nurses shall receive fifteen percent (15%) premium pay in lieu of all fringe benefits and other side benefits. Per diem nurses are not eligible for fringe or side benefits, including Core or Optional benefits, PTO, EIT, other paid leave, or as provided elsewhere in this Agreement. Notwithstanding the foregoing, per diem nurses are eligible for the 401(k) Hospital match.

To remain eligible for premium pay, per diem nurses shall make themselves available for two shifts in each 28-day scheduling period.

Per diem nurses may opt out of one schedule each calendar year without affecting their eligibility for premium pay. To remain eligible for premium pay, one shift each scheduling period must be scheduled or worked on a weekend, night or holiday shift. One shift per year must be on a holiday. Winter holidays (Thanksgiving, Christmas Eve, Christmas, New Year's Day, MLK Day) and summer holidays (Memorial Day, Fourth of July, and Labor Day) will be rotated. Per diem nurses must meet the department's education requirements for the last year.

B.3 Regular Part-time Benefit-Eligible Nurses.

Regular part-time benefit-eligible nurses are those nurses who are regularly scheduled to work at least forty (40) hours in a 14-day pay period. Part-time nurses are eligible for PTO, EIT, and Core and Optional benefits. Part-time benefit eligible nurses may receive pay in lieu of health benefits as provided in Article 10, or elect to receive part-time benefits as provided therein. Regular part-time benefit-eligible status will not be affected by approved uncompensated time off or low census time which removes an RN from a posted schedule, approved educational leave whether paid or unpaid, or other approved leave of absence.

B.4 Part-Time Non-Benefit-Eligible Nurses.

Part-time non-benefit-eligible nurses are those who are regularly scheduled at least one shift per week but who work less than forty (40) hours in a pay period. Part-time non-benefit-eligible nurses are not eligible for any benefits, including Core or Optional benefits, PTO, EIT, other paid leave, or as provided elsewhere in this Agreement. Notwithstanding the foregoing, part-time non-benefit-eligible nurses are eligible for the 401(k) Hospital match.

B.5 Regular Full-Time Nurses.

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

1 **B.5.1** Five 8-hour shifts,

2
3 **B.5.2** Four 10-hour shifts,

4
5 **B.5.3** Four 9-hour shifts,

6
7 **B.5.4** Three 12-hour shifts, or

8
9 **B.5.5** Any combination of shifts which results in thirty-six (36) or more
10 hours per week.

11
12 Employees designated as regular full-time nurses shall accumulate
13 and receive all fringe benefits provided in this Agreement so long as
14 they maintain their status as full-time employees.

15
16 **B.6 Preceptor.**

17 Nurses assigned to provide special orientation to new hires, nurses
18 transferring from another department, or student nurses, including
19 those in their final practicum.

20
21 **B.7 Patient Nurse Navigator/Care Coordinator.**

22 Nurses assigned to patient education and coordination of care. This
23 does not include non-nurse Community Care Coordinators or other
24 non-nurses who also are assigned to patient education and
25 coordination of care, nor does it impact the Hospital's ability to use
26 Community Care Coordinators or other non-nurses to perform those
27 functions.

28
29 **C. Union Dues Deduction and Membership**

30
31 **C.1 Dues.**

32 The Hospital will deduct Association membership dues from the salary
33 of each nurse who voluntarily agrees to such deduction, and who
34 submits an appropriately written authorization to the Hospital setting

1 forth standard amounts and times of deduction. The deductions shall
2 be made monthly and remitted to the Association. The performance of
3 this service is at no cost to the Association.

4
5 **C.2 Membership.**

6 All nurses who have not applied for membership in the Association on
7 the effective date of this Agreement shall have the option of becoming
8 members or not.

9
10 **C.3 Effective Date.**

11 All nurses hired after the effective date of this Agreement (the date of
12 its signing by the Hospital) shall have thirty (30) calendar days from
13 date of employment in which to give written notice by mail to the
14 Association of their intention not to join. (Such notice must be post-
15 marked within said 30-day period with a copy provided to the
16 Hospital.) Any employee who has previously joined the Association
17 may thereafter opt out of Association membership by providing the
18 Association written notice by mail of the nurse's intent to resign from
19 the Association within ten (10) calendar days prior to the employee's
20 anniversary date. Such notice must be post-marked within ten (10)
21 calendar days prior to the anniversary date with a copy furnished to
22 the Hospital.

23
24 Nurses who elect not to be members of the Association may
25 voluntarily elect to make a "fair share" contribution to the Association.

26
27 **C.4 Membership Option.**

28 If a nurse fails to exercise the options in Paragraph 3 for non-
29 membership or fair share contribution, the nurse shall have sixty (60)
30 calendar days following the date of employment within which to join
31 the Association or on demand of the Association be terminated by the
32 Hospital.

1 **C.5 Indemnification.**

2 The Association shall indemnify the Hospital and save it harmless
3 against any and all suits, claims, demands and liabilities that shall
4 arise out of or by reason of any action that shall be taken by the
5 Hospital for the purpose of complying with the provisions of this Article
6 or in reliance upon any assignment and authorization form, list or
7 information which shall have been furnished the Hospital under such
8 provisions.

9
10 **D. New Hire Orientation.**

11 The Hospital agrees to provide a copy of the contract to each nurse as
12 supplied by the Association. The Hospital will provide reasonably in advance
13 to the Association and its officers a calendar of dates and times for new
14 employee orientation for nurses. The Unit Chair or designee may
15 communicate with Human Resources within twenty-four (24) hours prior to a
16 previously scheduled day of orientation to verify whether there are any new
17 RN hires into bargaining unit positions scheduled to undergo the pending
18 new hire orientation. New RN hires will be provided with an invitation to
19 attend a meeting sponsored by the ONA during time that follows the end of
20 the Hospital's orientation. The new RN hires will be paid for fifteen (15)
21 minutes for this meeting. The meeting will be announced as non-mandatory,
22 and the ONA presenters will not be on time paid by the Hospital.

23
24 **E. Nurses Currently Employed.**

25 Within fifteen (15) days of the signing of this Agreement, and semi-annually
26 thereafter, the Hospital will provide the ONA and the Bargaining Unit Chair
27 with a printed list which will include the names, RN license numbers, hospital
28 employee numbers, dates of hire, classification steps, nursing units,
29 addresses, and phone numbers of nurses currently employed by the Hospital
30 who are covered by this Agreement. The Hospital also will provide total
31 monthly hours worked for part-time and per diem nurses only. On a monthly
32 basis, the Hospital will provide the ONA and Bargaining Unit Chair with a list
33 of the names, addresses, phone numbers and RN license numbers of nurses

1 who have been hired or terminated during the prior month, as that
2 information is reflected on Hospital records.

3
4 **F. Bulletin Boards.**

5 The Hospital shall provide space for posting Association materials on a
6 Bulletin Board at the Employee Information Center and in the break room of
7 each nursing unit.

8
9 **G. Association Access to Hospital.**

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

20
21 **H. Letter of Hire.**

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

26
27 **I. PTO for Bargaining.**

28 At the Nurse's request, a Nurse on the ONA bargaining team shall be
29 allowed to use PTO for time spent in negotiations with the Hospital's
30 bargaining team.

1

ARTICLE 2 – EQUALITY OF EMPLOYMENT OPPORTUNITY

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

ARTICLE 3 – PAID TIME OFF

A. Definition.

Vacations, holidays and sick leave for eligible nurses are addressed pursuant to a formal Paid Time Off (PTO) Plan. PTO hours accrued are based on hours compensated by the Hospital, including regular hours, overtime hours, callback, PTO (other than PTO cashed out or donated), on-call hours (due to low census), low census hours, compensated education hours, during periods of compensated jury duty and other paid authorized leaves; provided, PTO hours are not pyramided (counted more than once for accrual purposes). For example, where a nurse originally scheduled eight hours is called off for low census and elects to use PTO to provide compensation for the shift, PTO will accrue on eight (8) hours – not sixteen (16) hours. PTO is not earned on uncompensated time except low census hours. Scheduled days taken off without pay when the nurse must be replaced on the schedule, will not count as days worked for the purpose of PTO accrual. PTO shall be used for authorized leave, supplementing PLO, holidays, vacations, sick days, and for illness of family members to the extent allowed by law. PTO will be paid at the nurse's regular rate of pay including any shift differential, BSN/BAN/MSN differential, premium for a regular lead position, or national certification differential which the nurse has been regularly receiving, but excluding all other differentials including weekend premiums ("PTO rate").

B. Eligibility.

All regular full-time and part-time benefit-eligible nurses will accrue PTO. PTO will be available as it is accrued.

C. PTO.

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

1 **D. Accrual Rates.**

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

2 The periods of continuous employment (length of service) required to qualify
3 for PTO accrual described above refer to regular full-time or regular part-time
4 benefit-eligible (at least forty (40) hours per 14-day pay period) employment
5 in the Hospital. Length of service shall be measured as of the nurse's
6 anniversary date of employment each year. Any time during which a nurse is
7 employed in a per diem or part-time non-benefit-eligible position does not
8 count toward length of service for PTO accrual.

9

10 **E. Use of PTO for Vacation.**

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

1 **F. Use of PTO for a Holiday.**

2 On recognized holidays, a nurse who is scheduled off or placed on low
3 census call due to the holiday will receive pay for up to one day of accrued
4 PTO, up to their scheduled FTE. If the nurse is scheduled for an additional
5 day during the week in lieu of the holiday, the nurse will not be required to
6 use PTO.

7
8 **G. Use of PTO for Short-term Illness.**

9 A nurse who becomes ill will use PTO (or EIT, if eligible) to supplement their
10 pay up to their FTE at the PTO rate of pay for any absence from work
11 because of illness commencing with the first day of lost work for each illness
12

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

14 A nurse shall use accrued PTO or EIT (if eligible) in accordance with the
15 Hospital's leave policy. A nurse on PLO may supplement their pay, up to
16 their wage rate and FTE, in accordance with Adventist Health policy.
17

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

25 **I. Payroll/Human Resources.**

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

30 **J. Maximum PTO.**

31 The maximum number of PTO hours a nurse may accumulate is set forth in
32 Section D (Accrual Rates) above. Once the maximum has been reached, no
33 further hours will accrue until the nurse has taken PTO time off. A non-
34 probationary nurse shall have the ability to cash out up to eighty (80) hours of

1 accrued PTO once per fiscal quarter* (not to exceed 120 hours per year, in
2 accordance with Hospital policy) and no later than the first pay period in
3 December of each calendar year, provided that a nurse must maintain a
4 minimum PTO balance of at least sixty hours.

Fiscal Quarters

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

5 Starting in January 2025, a non-probationary nurse shall have the ability to
6 cash out accrued PTO two (2) times per year during the first pay period in
7 January and the first pay period in July, not to exceed one hundred twenty
8 (120) hours accrued PTO per year. A nurse must maintain a minimum PTO
9 balance of at least sixty (60) hours.

10

11 **K. All PTO Accrued.**

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

ARTICLE 4 – EXTENDED ILLNESS TIME

A. Extended Illness Time (EIT).

Effective upon ratification of the 2024 collective bargaining agreement, extended illness time (EIT) shall be provided in accordance with Hospital policy, except as modified by this Agreement. A nurse will retain all Extended Illness Hours accrued prior to implementation of this Agreement, which will be converted to EIT the first full pay period following ratification.

The Hospital provides EIT for full-time and part-time employees who maintain a regular schedule of at least forty (40) hours per two (2) weeks' pay period. For purposes of the Extended Illness Time Policy, these employees will be referred to as "Eligible Employees." EIT is for illnesses or injuries that qualify as an approved leave of absence (i.e., FMLA, OFLA , ADA, etc.).

To qualify for EIT, Eligible Employees must submit and be approved for a leave of absence through the Hospital's Integrated Absence Management. Approval will require the submission of a medical certification from their healthcare provider to certify the nature of the Eligible Employee's medical condition or family member's medical condition. Eligible Employees must obtain a release to return to work from the Eligible Employee's healthcare provider if the leave was because of the employee's own injury or illness (if the leave is anticipated to be for thirty days or less per the original medical certification, a release to return to work is not required, unless the employee has restrictions that impact the employee's ability to perform their essential job functions). Notwithstanding the foregoing, nurses may use up to eighty (80) accrued EIT hours per calendar year for their own injury or illness or for Hospital-required quarantine without applying for a leave of absence or submitting a medical certification.

For employees with wage replacement benefits, EIT will supplement wage replacement benefits to an Eligible Employee's average paid hours, unless prohibited by applicable law. Employees on Paid Leave Oregon (PLO) may elect to, but are not required to, supplement PLO benefits with EIT. Once

wage replacement benefits cease, the employee may use EIT to match the FTE equivalent of the employee. EIT will be administered in a manner consistent with the Hospital's leave of absence policies, except where superseded by this Agreement, and applicable law.

B Use.

An Eligible Employee may use Extended Illness Time as follows:

Eligible Employee's Own Illness or Injury – Non-work-related

- An Eligible Employee must be on an approved leave of absence (except as otherwise provided herein) due to a qualifying illness or injury, or a disability related to pregnancy or a pregnancy related condition. Medical certification from the employee's healthcare provider certifying the nature of the disability is required.
- EIT will be paid once the employee is on an approved leave of absence, without any additional waiting period.
- PLO and Workers' Compensation. Employees may be eligible for PLO if the workers' compensation insurance carrier denies or delays workers' compensation payments.

If an employee has been released to return to work or is no longer on an intermittent leave of absence, employees will be required to use Paid Time Off (PTO) for all additional absences. If all PTO has been exhausted, further time off will be unpaid.

Eligible Employee's Own Illness or Injury – Work-Related

- An Eligible Employee with an accepted claim for Workers' Compensation benefits must be on an approved leave of absence due to a qualifying illness or injury. Medical certification from the employee's healthcare provider certifying the nature of the disability is required.

- EIT is designed to supplement Workers' Compensation wage loss benefits such as Total Temporary Disability (TTD). Therefore, eligible employees may use EIT to supplement TTD benefits, as provided above.
- The waiting period before TTD benefits are payable is three (3) calendar days. During the three (3) day unpaid waiting period, the Eligible Employee can elect to take the time as unpaid or elect to use their accrued PTO.

For relapses of the same illness or injury requiring another qualifying leave of absence, the employee may access EIT without being subject to another three (3) day waiting period. Any new qualifying illnesses or injuries with a new accepted claim for Workers' Compensation benefits may be subject to the three (3) day waiting period.

Eligible Employee's Family Member's Illness or Injury:

- An Eligible Employee must be on an approved leave to provide care for a family member as defined by state or federal law. Eligible Employees must obtain a medical certification from the family member's healthcare provider to certify the nature of the family member's disability. Accrued EIT will be paid once the employee is on an approved leave of absence, without any additional waiting period.
- EIT is designed to integrate with benefits received from a state plan such as PLO. PLO does not have an unpaid waiting period before payments begin, therefore, an Eligible Employee can elect to use accrued EIT effective day one (1) of the approved leave or take the leave as unpaid.

If an employee has been released to return to work or is no longer on an intermittent leave of absence, employees will be required to use PTO for all additional absences. If all PTO has been exhausted, further time off will be unpaid.

Eligible Employee's Use for Safe Leave:

An Eligible Employee must be on an approved Oregon's Victim of Domestic Violence, Sexual Assault, Stalking, or Harassment Leave. Eligible employees must provide the legally-required information to support such leave. Accrued EIT will be paid once an employee is on an approved leave of absence, without any additional waiting period.

EIT is designed to integrate with benefits received from a state plan such as PLO. PLO does not have an unpaid waiting period before payments begin, therefore, an Eligible Employee can elect to use accrued EIT effective day one (1) of the approved leave or take the leave as unpaid.

If an employee has been released to return to work or is no longer on an intermittent leave of absence, employees will be required to use PTO for all additional absences. If all PTO has been exhausted, further time off will be unpaid.

C. Accrual.

Accruals for EIT begin on the first day worked for Eligible Employees.

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

EIT is not paid out upon termination. If an employee is rehired within ninety (90) days from the date of separation, previously accrued and unused EIT shall be reinstated.

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

1 **D. Anniversary Date.**

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

3

4 **E. Oregon Paid Sick Leave.**

5 Per diem and part-time non-benefit eligible nurses do not accrue EIT but will
6 accrue one (1) hour of paid sick time for every thirty (30) hours worked and
7 may access paid sick time in accordance with the Oregon Paid Sick Leave
8 Law.

9

10 **F. Conversion at Retirement.**

11 Nurses who retire in good standing at age sixty-five (65) with at least ten (10)
12 years of continuous service immediately preceding their retirement date or at
13 age sixty (60) with at least fifteen (15) years of continuous service
14 immediately preceding their retirement date will be eligible to use a
15 percentage of their banked EIT hours to purchase a Medicare supplement to
16 the extent permitted by law or COBRA continuation coverage under any
17 health plan other than a health flexible spending account according to the
18 benefit table below. This percentage will be paid out to eligible nurses in a
19 lump sum, to a maximum of \$20,000, at retirement. Otherwise, EIT benefits
20 are not eligible for conversion or cash-out and are recognized instead as a
21 form of insurance available to eligible employees during their term of
22 employment at the Hospital.

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

ARTICLE 5 – HOLIDAYS**2 A. Holidays.**

3 Holidays are a built-in component of PTO. For the purposes of this
 4 Agreement, the holidays shall consist of time between 12:00 a.m. and 11:59
 5 p.m. of the holiday. The following holidays are recognized by the Hospital:

New Year's Day	MLK, Jr. Day
Memorial Day	Fourth of July
Labor Day	Christmas Eve
Thanksgiving Day	Christmas Day

6 B. Recognized Holidays.

7 On recognized holidays, a nurse shall use their PTO if needed to meet their
 8 pay period FTE.

9

10 C. Holiday Rotation.

11 It is agreed that holiday work shall be rotated by the Hospital and that a
 12 nurse who is required to work on a holiday shall receive time and one-half
 13 the nurse's regular rate of pay for hours worked as described in Appendix A.

14

15 D. Holiday Workdays.

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

1 **E. Holiday Accrual Hours.**

2 Nurses required to work greater than seven (7) hours on a holiday shall
3 accrue up to an additional four (4) hours of PTO for those hours worked
4 above seven (7) hours on that holiday. Nurses shall be considered to have
5 worked on a recognized holiday whenever they work between 12:00 a.m.
6 and 11:59 p.m. on the date of the recognized holiday.

ARTICLE 6 – SCHEDULING

A. Postings.

All work schedules shall be posted by the fifteenth (15th) of each month and shall describe work schedules for the following month. Per diem nurses will submit their availability by the first day of each month. Tentative schedules shall be posted by the sixth (6th) of each month. Once the final schedule is posted, schedules shall not be changed without the consent of the nurse or nurses affected by the change. The Hospital will make a good faith effort to include meetings, trainings, and orientations in the final schedule, with the understanding that there will be times when they need to be scheduled with less notice for reasons of staff and/or patient safety, in which case they are not subject to the preceding sentence regarding schedule changes. It is understood that nothing in this Section shall be construed to guarantee employment and that the Hospital may cancel an assigned shift in its discretion with the proper notice without financial liability as provided in Article 12, Section H, regarding low census.

B. Unscheduled Shifts.

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

C. Split Shifts.

The Hospital will not schedule split shifts. Where unexpected census changes result in a nurse being low censused at the start of the shift and placed on call, the nurse may be required to return if needed. If the low censused nurse is not placed on call, the nurse's response to an unexpected census change shall be at the nurse's option. Nurses will be placed on call

for low census only for the entire shift. They will not be placed on call for low census for blocks/periods of time unless requested by the nurse.

D. Posting Regular Schedules.

The Hospital may post regular schedules of 8, 9, 10, or 12-hour shifts, or combinations thereof in accordance with Article 7.

E. Per Diem RNs.

Per diem RN's will make themselves available for at least two (2) shifts per 28-day period. One of these shifts must be a weekend, night, or holiday shift. If the per diem RN is meeting these requirements of weekend/night/holiday in another department, they do not need to do so in their per diem position.

F. Self-Scheduling.

The Hospital will allow individual departments, by a majority vote of the nurses in those departments, to use self-scheduling. The Hospital will work in collaboration with nurses to develop consistent self-scheduling guidelines in accordance with this collective bargaining agreement and the Hospital's staffing plan, with the understanding that the guidelines may allow for a limited degree of flexibility within departments. These guidelines must include transparency, which means that throughout the process of schedule creation, nurses shall record shift preferences on a draft schedule that is visible to all nurses in the unit/department, and in the Hospital's electronic time-keeping system, when such system is available. Management will use the preferences entered to review shift preferences and create the final schedule in accordance with the agreed-upon guidelines. The Hospital will make a good faith effort to honor bargaining unit nurses' shift preferences over non-bargaining unit nurses (e.g., travel nurses) shift preferences.

Weekends: If there are insufficient volunteers to cover weekend shifts, regular full-time and part-time benefit-eligible nurses will be scheduled up to a maximum of four (4) weekend shifts in a 28-day period. Part-time non-benefit-eligible nurses will be scheduled up to a maximum of three (3) weekend shifts in a 28-day period. The Hospital will allow a nurse to take two full weekends off in a 28-day period, to all nurses who indicate such a

1 preference, to the fullest extent practicable taking into account the staffing
2 needs of the department.

3 This expectation of weekend availability applies to all nurses with a job code
4 in an acute care area (including medical-surgical, ICU telemetry, FI and ED)
5 regardless of whether they work part-time in other hospital areas. If there are
6 insufficient volunteers to cover weekend shifts, each nurse may be expected
7 to work up to two weekends (four shifts) per four-week schedule period.

8 Nurses who work additional qualifying weekend shifts within each four-week
9 schedule period will receive \$65.00 for each additional shift (or any part of a
10 shift) on a Saturday or Sunday. If a nurse specifically requests to work a
11 weekend shift or a specific work schedule that includes additional weekend
12 shifts, the shift does not qualify for this weekend bonus.

ARTICLE 7 – HOURS OF WORK

A. Basic Workweek.

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

B. Overtime Compensation.

Overtime compensation will be paid at one and one-half times the nurse's regular rate of pay inclusive of applicable differentials for all hours worked in excess of:

B.1 40 Hours or 36 hours.

Forty (40) hours (or thirty-six (36) hours for nurses assigned three (3) shifts of twelve (12) hours, or four (4) shifts of nine (9) hours per week) in each workweek of seven (7) consecutive days; or

B.2 80 Hours.

Eighty (80) hours in each pay period of fourteen (14) consecutive days for nurses on an 8-and-80 schedule; or

B.3 Additional Time Worked.

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

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

5
6 Overtime compensation will be paid at two times the straight-time hourly rate
7 for all hours worked in excess of sixteen (16) consecutive hours. The
8 Hospital shall not post schedules or require any employee to work more than
9 one (1) shift in a payroll day, but such shifts may be assigned with the
10 employee's consent as required to meet unexpected scheduling problems.

11
12 The parties recognize the importance for nurse recruitment and retention of
13 maximizing the opportunities for nursing professionals to balance personal
14 life with professional life. Alternate shifts of other than eight (8) hours may be
15 scheduled by mutual agreement of the Hospital and affected nurses. In such
16 cases, the alternate schedule shall be posted, and the position held open for
17 qualified interested employee-applicants. Where the alternate schedule has
18 been proposed by a nurse to meet specific needs of the nurse in balancing
19 the nurse's personal and professional life and a qualified senior nurse bids
20 on the alternate schedule, the alternate schedule need not be filled. When an
21 alternate schedule position is filled, each nurse involved shall receive a
22 written statement of the effect of the alternate schedule on overtime
23 compensation and fringe benefits. A copy of the written statement shall be
24 provided to the ONA within seven (7) calendar days of the agreement.
25 Recognizing that any alternative schedule will not promote nurse recruitment
26 and retention if it is undesirable, the nurse (or Hospital) may cancel an
27 alternative schedule by giving written notice of at least fourteen (14) calendar
28 days to the Department Head (or nurse).

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

30 Where an alternate to an eight-hour schedule is implemented on a
31 department-wide basis, the following procedures shall be followed:

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

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

15
16 **B.4.2 Unit Vote.**

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

22
23 **B.4.3 Renegotiating the Terms.**

24 After receipt of such notice, the parties shall meet at least once
25 to attempt to renegotiate the terms of the alternate schedule. If
26 no agreement is reached, then the status quo shall remain in
27 place unless at least 65 percent of the nurses in the affected
28 unit who have the unit as their home base vote by secret ballot
29 under the process described above to terminate any alternate
30 schedule at the end of the notice period.

31
32 **B.4.4 Shift Start and Stop Times.**

Shift start and stop times shall be decided by mutual agreement of nursing management and a vote of 51 percent of the affected nurses.

C. Rest Period.

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

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

D. Reporting to Work.

Nurses who are scheduled to report to work and who are permitted to come to work without receiving prior notice that no work is available in their regular assignment shall perform any nursing work to which they may be assigned. When Hospital is unable to utilize such nurse and the reason for lack of work is within the control of the Hospital, the nurse shall be paid an amount equivalent to four (4) hours times the straight-time hourly rate plus applicable shift differential; provided, however, that a nurse who was scheduled to work less than four (4) hours on such day shall be paid for the nurse's regularly scheduled number of hours of work for reporting and not working through no fault of the nurse's own. The provisions of this Section shall not apply if the Hospital makes a reasonable effort to notify the nurse by telephone not to report for work at least two (2) hours before the nurse's scheduled time to work. It shall be the responsibility of the nurse to notify the Hospital of the nurse's current address and telephone number. Failure to do so shall preclude the Hospital from the notification requirements and the payment of the above minimum guarantee. If a nurse is dismissed and is not notified

1 before the start of the next shift that they would have otherwise worked, they
2 shall receive reporting pay of four (4) hours' pay in accordance with the
3 provisions of this Section.

4 **E. Unscheduled Absence.** A nurse who is unable to report to work at the start
5 of their shift due to illness or other unscheduled reason, must notify the
6 nurse's immediate supervisor at least two (2) hours in advance of the
7 scheduled shift that will be missed, except where such notice is not possible.

8
9 **F. Cases of Emergency.**

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

12
13 **G. Held More Than Two (2) Hours.**

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

21
22 **H. Staff Meeting Attendance.**

23 Attendance to department staff meetings shall be made available by phone.
24 If a nurse is not able to attend a staff meeting in person, the nurse may
25 attend by phone unless the staff meeting contains a "hands-on" training
26 component, in which case all nurses must attend in person. For staff
27 meetings that do not contain a hands-on training component, a nurse who
28 attends by phone will receive full credit for attending. Attendance at staff
29 meetings, whether in person or by phone, will be paid time. The Hospital
30 agrees to apply the minimum two hours call-back provision as described in
31 Article 15, Section C to nurses who come in for a staff meeting, in person,
32 when they are not otherwise scheduled to work; such minimum in addition to
33 hours worked to be paid at straight time. Time actually spent in staff
34 meetings counts as hours worked for purposes of FLSA overtime

1 requirements. Nurses who attend a staff meeting adjacent to their scheduled
2 shift shall be paid in accordance with Article 7, Section B.3, with no minimum
3 guarantee.

ARTICLE 8 – EMPLOYMENT STATUS

A. Hospital Rights.

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

B. Nurse Probationary Period.

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

C. Notice of Nurse Resignation.

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

D. Notice of Nurse Termination.

The Hospital shall give nurses regularly employed fourteen (14) calendar days' 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 the nurse's 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 gross violations of professional conduct.

1 **E. Work Preference.**

2 Regular nurses shall have work preferences on the basis of seniority and skill
3 and ability. The qualified senior nurse shall be given first opportunity to fill
4 vacancies and shall be scheduled before less senior nurses, full-time, and
5 part-time, respectively. In layoff situations, the least senior qualified nurse
6 shall be the first to be laid off. Length of service, together with skill and ability
7 in these specific areas, will be used, recognizing that the best interests of the
8 patients is the primary consideration. Where skill and ability are equal, length
9 of service shall prevail.

10
11 **F. Grievance Possibility.**

12 A non-probationary nurse who feels they have been suspended, disciplined,
13 or discharged without proper cause may present a grievance for
14 consideration under the grievance procedure.

15
16 **G. Exit Interview.**

17 A nurse shall, if they so request, be granted an interview upon the separation
18 of the nurse's employment.

19
20 **H. Personnel File.**

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

27
28 Such material submitted for possible inclusion in the nurse's file shall consist
29 normally of not more than two (2) pages in total. The Hospital retains the
30 right to delete from any submitted material items which the Hospital believes
31 to be substantially inaccurate, defamatory or otherwise inappropriate as part
32 of the Hospital file. Such deleted material shall be returned to the nurse with
33 a copy to the ONA labor relations representative. Within fourteen (14)
34 calendar days of the mailing of such deleted material, the nurse may submit

revised material for possible inclusion in the personnel file. The Hospital may also delete from such resubmitted material items which the Hospital believes to be substantially inaccurate, defamatory or otherwise inappropriate as a part of the Hospital file. Such rejected 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 the Hospital believes to be substantially inaccurate, defamatory or otherwise inappropriate as part of the Hospital file. Such rejected material shall be returned to the nurse. The Hospital will continue to recognize that the lack of misconduct for an extended period is a significant factor in determining "just cause" for discipline.

I. Performance Appraisal.

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

J. Job Sharing.

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

The Hospital's response to such proposals shall depend upon management's assessment of the relative professional competencies and professional

1 experience of the proposing RNs and the specific professional expectations
2 of the job involved. It is understood that the benefit status resulting during a
3 job share for each nurse will be determined solely by each individual nurse's
4 eligibility under the benefit standards in place. It is also understood that each
5 participating nurse will be expected to continue to meet the competency and
6 training requirements as established and maintained for other bargaining unit
7 nurses. It is understood that job sharing is a special arrangement to be
8 evaluated and maintained on a case-by-case basis. If either of the
9 participating nurses or the Hospital determines that continuation of an
10 established job-sharing arrangement is no longer suitable, the arrangement
11 may be terminated effective on not less than fourteen (14) calendar days'
12 prior written notice.

13
14 If the arrangement is terminated as a result of one of the nurse participants
15 resigning from employment, the position hours previously shared may be
16 covered by the remaining nurse partner until such time as the remaining
17 nurse terminates the position or submits another job-sharing arrangement
18 with a new nurse partner, or the arrangement is otherwise terminated under
19 this Section.

20
21 A copy of any job-sharing agreement, as well as copies of any notice
22 terminating such an agreement, will be mailed to the ONA.

ARTICLE 9 – LEAVES OF ABSENCE

A. Non-FMLA Leaves of Absence.

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

Arrangements must be made for any benefit the nurse pays for with the Human Resources department prior to the leave beginning. The nurse may choose to pre-pay these benefits, pay for them with the use of PTO, or make payments each two-week period. Part-time nurses will need to pre-pay their benefits or make payments for them not less than every two-week period. A nurse on a valid leave of absence of ninety (90) days or less shall be reinstated in the nurse's previous position (including unit and shift), so long as the position has not been eliminated. If the leave is to exceed ninety (90) days, the nurse's status will be adjusted to per diem, and upon return from the leave, the nurse may bid for posted positions to increase their hours or status classification; provided, a status or position (including unit and shift) adjustment will not occur for leave covered by a nurse's available PTO and/or EIT within the provisions of Articles 3 or 4 of this Agreement.

B. Effect on Pay.

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

1 **C. Effect on Benefits.**

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

6
7 **D. Approved Meetings.**

8 Leaves of absence with pay for attending meetings will granted on approval
9 by the Hospital.

10
11 **E. FMLA/OFLA Leaves of Absence.**

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

16
17 **F. Military Leave.**

18 Employees who are ordered to or volunteer for extended military training or
19 active duty in the Armed Services shall be granted a leave of absence for the
20 length of the service as required by applicable federal or state law, including
21 FMLA. Military leaves for extended tours are without pay and no benefits
22 shall accrue during the period of the leave except as may be required by
23 applicable federal or state law. Nurses who are ordered to annual training
24 may also take a leave of absence for such training.

25
26 **G. Jury Duty.**

27
28 **G.1 Called to Jury Duty.**

29 A nurse who is called to perform jury duty will be permitted the
30 necessary time off to perform such service and will be paid the
31 difference between the regular rate of pay for the scheduled workdays
32 missed and the jury duty pay received, provided that the nurse has
33 made arrangements, confirmed in writing, with the nurse's supervisor
34 in advance of jury service. This benefit shall be extended only to

nurses who are called, not nurses who volunteer, and shall be limited to a maximum of thirty (30) working days per year. The nurse must furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received. When a nurse is on jury duty, for purpose of rates of pay the nurse shall be assumed to have worked on the day shift Monday through Friday. A nurse who was regularly scheduled to work Monday through Friday will not be shifted involuntarily to weekend work when they are on jury duty. A nurse shall report for work if four (4) or more hours of the nurse's shift remain at the end of jury service for the day. A nurse assigned to the evening or night shift shall be excused from work for each workday during which the nurse performs at least four (4) hours of jury service. Jury service shall include time spent reporting and being held at the courthouse for availability.

G.2 Court Time Compensation.

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

H. Educational Leave.

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

I. Non-FMLA/OFLA Leave.

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

1 the tenth (10th) of the month preceding the month in which the nurse wishes
2 to return to work.

3
4 **J. Bereavement Leave.**

5 The Hospital will provide up to twenty-four (24) hours of paid bereavement
6 leave, which will not reduce an employee's PTO or EIT accruals. Full-time
7 employees are granted this paid bereavement leave in the event of a death
8 within the employee's immediate family. Part-time employees are granted a
9 prorated number of paid bereavement leave hours based on their schedule,
10 in the event of a death within the employee's immediate family. Immediate
11 family is as provided in the bereavement leave provision of the Oregon
12 Family Leave Act.

ARTICLE 10 – HEALTH AND WELFARE

A. Flexible Benefit Plan.

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

A.1 Core Benefits.

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

A.2 Optional Benefits.

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

B. Provisions of Core Benefits.

The Core benefits are provided by the Hospital to eligible full-time nurses. Regular part-time benefit-eligible nurses may participate in the Hospital's Core and Optional Benefits at the part-time rate. Part-time non-benefit-eligible and per diem nurses are not eligible to participate in the Hospital's Core or Optional benefits, except those who qualify for the Hospital's 401(k) match.

C. Hospital Contribution.

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

D. Plan Years.

For Plan Years 2025, 2026, and 2027, the Hospital will base its contributions and the employee's contribution for the health and vision components of the Core Benefits (standard plan) described above on the premium sharing arrangement described and reflected in the percentages described in the table below:

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

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

4

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

9

10 **E. Pay in Lieu of Medical, Dental, and Vision Plans.**

11 Eligible full-time and Part-time benefit-eligible nurses may elect to forego
12 participating in the Hospital's health, dental, and vision plans in accordance
13 with Adventist Health policy. Such nurses will receive pay in lieu of health
14 insurance benefits in the amount of \$250 per month for eligible full-time
15 nurses, and \$125 per month for eligible part-time benefit-eligible nurses.

16

17 **F. Future Modifications.**

18 It is recognized that the Benefit Plans described above have been put
19 together by the Hospital and professional consultants for the benefit of all
20 Hospital employees. The parties further recognize that with the rapidly
21 evolving conditions in health care it is not possible to anticipate the future
22 details of plan benefits or problems. The Hospital may revise its terms to
23 accommodate changing conditions or the interests of the users. In no case,

1 however, will the Hospital's contribution for benefits (standard plan) under the
2 plans drop below the equivalent of \$8,000 annually for a full-time nurse,
3 although the level of benefits under the plan may be altered to provide varied
4 benefits. Under either case, the Hospital will pay 85-100 percent (85-100%)
5 of the cost for coverage for core or basic benefits (standard plan) for full-time
6 nurses for health, dental, vision, and life insurance. Before a substantive
7 change in the plans as currently described is effective, the Hospital will
8 provide the Association two (2) comment opportunities by prior written notice
9 (usually at least ninety (90) calendar days and sixty (60) calendar days prior
10 to implementation) to allow the bargaining unit an opportunity to discuss any
11 proposed revisions in the Benefit Plans. The final design of the plan is
12 recognized as a management responsibility, not subject to substantive
13 review by the grievance and arbitration process of the labor agreement. Any
14 revised plan will be the same for non-unit Hospital employees as for
15 bargaining unit employees.

16
17 Any revised plan will afford to regular part-time benefit-eligible nurses the
18 opportunity to purchase coverage.

19
20 **G. Discounts.**

21 Full-time and part-time nurses, their lawful spouse and dependent children
22 shall be given a courtesy discount of 20 percent (20%) on any Hospital bill
23 incurred at MCMC/Adventist Health Columbia Gorge, less the amount paid
24 by insurance and co-pay. Recognizing that employee family relationships are
25 not always evident at the time of purchase, the nurse should discuss the
26 discount with Patient Accounts where necessary to facilitate accurate billing.
27 All nurses and their dependents may purchase pharmaceuticals from the
28 Hospital pharmacy (nurses at any time, and their dependents during normal
29 pharmacy working hours). Pharmaceuticals not covered by the
30 MCMC/Adventist Health Columbia Gorge medical plan will be available at
31 cost plus dispensing fee.

1 **H. Tests.**

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

8
9 The ONA endorses the concern of the Hospital and its nurses for the need to
10 respect appropriate protocols in balancing the confidentiality concerns for
11 patients and physicians with the health and safety concerns for hospital staff
12 in dealing with infectious diseases.

13
14 To the extent expressly permitted by statute, regulation and case law, the
15 Hospital shall disclose Hospital-run positive HIV results of patients to all
16 nurses involved in the care of such patients. The Hospital shall also grant at
17 no cost to the nurse HIV tests of the nurse as soon as practicable after the
18 nurse informs the Hospital that they may have been exposed to the AIDS
19 virus in the course of the nurse's duties. At the request of the nurse, a
20 second test will be offered between four (4) and seven (7) months following
21 the potential exposure to the AIDS virus.

22
23 The Hospital agrees to pay for the testing and immunization of nurses by the
24 Hospital who request immunization against HBV virus in accordance with
25 CDC guidelines.

26
27 **I. Gloves.**

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

ARTICLE 11 – GRIEVANCE PROCEDURE

A. Duly Authorized Representatives.

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

B. Lockouts and Strikes.

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

C. Grievance.

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

D. Procedure for Handling Grievances.

D.1 Step 1.

If a nurse has a grievance, the matter shall be reduced to writing indicating the nurse's statement of the dispute and identifying the provisions of the Agreement that have allegedly been violated. The

1 grievance is waived unless it is presented to the nurse's Department
2 Head in writing within twenty-one (21) calendar days after occurrence
3 of the facts which are the basis of the grievance. Grievances relating
4 to pay will be timely if received by the Patient Care Executive
5 (previously Chief Nursing Officer) within twenty-one (21) calendar
6 days after the payday for the period during which the grievance
7 occurred. The Department Head or designee shall meet with the
8 grievant and, at the grievant's option, one Association representative
9 within seven (7) calendar days of filing of the grievance. Together they
10 shall attempt to resolve the grievance. The Department Head shall
11 give a written decision to the grievant with a copy to the Association
12 within fourteen (14) calendar days of the meeting.

13
14 Grievances properly filed under Step 1 involving the same issue in
15 more than one department may be moved by the Chief Nursing Officer
16 to Step 2 without a Step 1 meeting by written notice from the Patient
17 Care Executive (CNO) to the ONA within seven (7) days of filing of the
18 grievance.

19 20 **D.2 Step 2.**

21 If the grievance is not settled at Step 1, it may be appealed by delivery
22 of written notice from the grievant or the Association to the Patient
23 Care Executive within fourteen (14) calendar days from receipt of the
24 written decision referred to in Step 1. The Patient Care Executive or
25 designee shall meet with the grievant and, at the option of the
26 grievant, a representative of the Association to attempt to resolve the
27 grievance. The Patient Care Executive or designee shall give a written
28 decision to the grievant with a copy to the Association within fourteen
29 (14) calendar days after the meeting. If the parties are unable to
30 resolve the grievance within three (3) calendar days upon receipt by
31 the Association of the written decision, the decision may be appealed
32 by the grievant by delivery of written notice to the Hospital
33 Administrator within fourteen (14) calendar days after receipt of the
34 decision of the Patient Care Executive .

1 **D.3 Step 3.**

2 The Hospital Administrator or designee shall meet with the
3 Association representative within fourteen (14) calendar days of the
4 receipt of the appeal and together they shall attempt to resolve the
5 grievance. If the parties are unable to resolve the grievance, the
6 Administrator or designee shall give a written decision to the
7 Association representative within seven (7) calendar days after the
8 meeting.

9
10 **D.4 Arbitration.**

11 If a grievance processed in accordance with the above procedure is
12 not resolved to the satisfaction of the grievant, the nurse may, if the
13 nurse has the written consent and representation of the Association,
14 present the grievance to an impartial arbitrator if written notice is given
15 to the Administrator within fourteen (14) days after receiving the
16 Administrator's response to Step 3. Within fourteen (14) calendar
17 days, the parties shall try to mutually agree upon selection of an
18 arbitrator. If the parties cannot agree upon the selection of an
19 arbitrator, the parties shall select an arbitrator from a list submitted by
20 the Federal Mediation and Conciliation Service from among those on
21 its panel of arbitrators. The request to FMCS for an arbitration panel
22 shall ask the agency to provide a list of eleven (11) candidates who
23 have a primary business office in either Oregon or Washington. A
24 selection from the panel shall be made within five (5) days of receipt of
25 the list. Selection of an arbitrator from the list may be by mutual
26 agreement between the parties or by alternatively striking one name
27 each from the list until one name is left. The first strike shall be
28 determined by a coin flip. The arbitrator's decision shall be final and
29 binding upon the nurse, the Association and the Hospital. The
30 arbitrator shall have no authority to modify, add to, alter or detract
31 from the provisions of the Agreement.

1 The termination of a nurse during the nurse's probationary period is
2 not subject to the grievance procedure, although a nurse who has
3 gained regular status may grieve a subsequent disciplinary probation.
4 The arbitrator's fee and incidental expenses shall be borne by the
5 losing party as designated by the arbitrator. Either party may order a
6 court-reported transcript, the cost of which shall be shared equally if
7 both sides use the transcript.

8
9 **E. Time Limits.**

10 The time limits contained in this Article may be extended by mutual
11 agreement of the Hospital and the Association confirmed in writing. Absent
12 written mutual agreement, a grievance that is not timely is waived.

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

ARTICLE 12 – SENIORITY

A. Seniority.

Seniority shall mean the length of continuous employment by the Hospital in a capacity covered by this Agreement. A nurse who accepts a Hospital position outside the bargaining unit shall maintain seniority previously accrued in the bargaining unit. If the nurse later returns to a position covered by this Agreement, the nurse will not have accrued additional seniority while employed in a position outside the bargaining unit, but the nurse will resume accrual of seniority once returned to a bargaining unit position. For the purposes of low census rotation, seniority shall be recorded separately for full-time, part-time and per diem nurses. Any regular part-time benefit-eligible nurse who has been scheduled to work at least forty (40) hours per pay period for the prior six months will be considered to have full-time seniority from the nurse's original date of hire for low census purposes for so long as the nurse maintains a work schedule averaging forty (40) hours per pay period for the prior six (6) months. A per diem nurse would not be considered to have part-time or full-time seniority without first bidding on and receiving a part-time or full-time position as defined in Article 1. Seniority is lost upon termination of employment, a layoff in excess of six (6) months, failure to report for work as scheduled after a leave of absence, or failure to return from layoff upon recall.

B. First Opportunity.

Qualified senior nurses will be given first opportunity for advancement, transfer and shift preference (day, evening, night or variable) within the areas of experience and qualifications, provided the nurse has equivalent clinical experience or post-licensure clinical specialty education compared to other available candidates. The concept of permanent shifts is generally recognized by the parties as the norm, and nurses will not regularly be scheduled to work different shifts without mutual agreement of the Hospital and the nurse involved. It is understood that regular additional nursing hours to be consistently available will be posted for bid consistent with this Article before being assigned. If, in order to augment hours, a nurse successfully

1 bids on hours on a different shift, such arrangement shall last until the nurse
2 (1) elects to reduce hours with appropriate notice, or (2) successfully bids on
3 another vacancy or new position. Nurses may consent to be scheduled to
4 work different shifts.

5
6 **C. Scheduling of Variable Shifts.**

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

16
17 **D. Shift Changes.**

18 The nurse who desires to change shifts or to move to another nursing service
19 department in the Hospital shall make the nurse's desires known in writing to
20 the individual designated by the Patient Care Executive, who shall retain
21 such request for subsequent consideration when such an opening occurs.
22 Similarly, a part-time nurse who wants to qualify as a 24-hour nurse under
23 Section A above shall inform the individual designated by the Patient Care
24 Executive who shall attempt to implement the request as openings occur.

25
26 **E. Vacancies.**

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

1 employed in variable shifts shall not be more than 25 percent (25%) of the
2 nurses employed in a single unit, excluding the float unit where all nurses are
3 employed in variable shifts.

4 **F. Layoffs.**

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

11
12 **G. Recall.**

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

25 **H. Low Census.**

26 In assigning low census, nursing management will assess patient needs and
27 staff skill level and will ensure the staff remaining on duty are competent to
28 provide all manner of care needed for that unit (i.e., pediatric care,
29 chemotherapy care). The designated resource nurse (or "Charge Nurse" in
30 some units) and/or specialty trained nurse, independent pediatric nurse,
31 chemotherapy nurse or labor nurse may be by-passed for low census to
32 maintain optimal patient care, if necessary to maintain appropriate standards
33 of patient care. When a low census occurs, nurses working at an overtime or

premium rate will be relieved from work first. After that, employees may be requested not to work a scheduled shift as follows:

H.1 Volunteers.

Volunteers on the unit with low census, then,

H.1.1 Agency or traveler nurses, then,

H.1.2 Per diem nurses,

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

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

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

H.2. Standby.

If the Hospital determines a nurse is needed to remain on call for the nursing unit, the on-call assignment shall be first offered to the most senior nurse who is receiving a low census day from that unit. If two (2) or more nurses from a unit must be placed on call during a shift, the affected nurses will be notified at the time of the on-call assignment of their order of recall for callback.

1 **H.3 Low Census.**

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

7 **H.4 Accommodation.**

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

13
14 **H.5 Rotation of HCD.**

15 A list indicating the pending rotation of low census vulnerability will be
16 posted in the scheduling book for each department or nursing unit.
17 Each RN may participate in maintaining accurate data regarding the
18 nurse's low census hours in the scheduling book.

19
20 **H.6 Nurse's Responsibility.**

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

29
30 **H.7 Float Pool Nurses.**

31 For purposes of low census rotation only, Float Pool nurses will be
32 assigned a home unit and will participate in low census rotation in that
33 unit only.

1 **I. Status Change.**

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

10
11 **J. Seniority List.**

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

ARTICLE 13 – PROFESSIONAL DEVELOPMENT

A. Evaluations.

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

B. Continuing Education.

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

C. Paid Educational Leave.

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

A nurse regularly scheduled twelve (12) hours who misses a scheduled shift to attend a conference will receive twelve (12) hours of credit towards full-time or part-time status while receiving pay for the time spent in the training session. A 12-hour nurse reimbursed up to eight (8) hours for a day of educational leave may request an opportunity to work an extra four-hour shift in the pay period, which request shall be approved if the requested time is available within the Hospital's staffing needs. Notice of such educational opportunities shall be posted. The Hospital will continue its practice of

1 reimbursing nurses on prior approval for reasonable travel and subsistence
2 expenses. The spirit and intent of the provision shall be to give the nurses
3 covered by the Agreement an equal opportunity to upgrade their professional
4 skills. Upon request from a nurse in the unit, the Unit Director will make
5 available the record of utilization and the balance of the days available for
6 professional development.

7
8 To be eligible for paid educational leave, nurses must attend sixty-six percent
9 (66%) of the department meetings and Unit Director in-services which have
10 been designated as "required" by their Unit Director, provided that these
11 department meeting times are posted with the regular monthly schedule. If a
12 nurse is on duty during the presentation of a department meeting or required
13 Unit Director in-service and cannot be relieved to attend, the nurse shall
14 receive credit towards the sixty-six percent (66%) requirement for such
15 meetings or in-services, so long as the nurse reads and initials a copy of the
16 minutes of the missed in-service. For nurses scheduled to work on night shift,
17 if the only available staff meeting falls either before or after their scheduled
18 shift, reading and initialing the minutes will count toward attendance at the
19 meeting for the purpose of meeting the sixty-six percent (66%) requirement.
20 In implementing this requirement, the Hospital shall count only in-services
21 scheduled after the ratification date of this Agreement or the nurse's date of
22 hire. This calculation shall be based on the prior calendar year. The Hospital
23 shall post in-service opportunities at least two (2) weeks in advance and shall
24 schedule alternative dates for each in-service in order to increase a nurse's
25 opportunity to attend. In-services falling within the above requirement shall
26 be designated as "required in-services" at the time of posting. In addition, to
27 be eligible for paid educational leave, a nurse must have completed in the
28 prior calendar year all annually required nursing certifications, mandatory
29 annual training, and mandatory training specified in their job description(s).

30
31 A nurse whose request for paid educational leave has been initially denied
32 may request review of the initial decision within five (5) calendar days of its
33 receipt by written request to the Best Practices Committee (or its subsequent
34 equivalent). If the Best Practices Committee is not meeting on a regular

1 basis, any written request for review can be taken to the Patient Care
2 Executive. The review committee will issue its decision within five (5)
3 calendar days of receipt of the nurse's request for review. If the nurse is
4 dissatisfied with the review committee's decision, the nurse may request that
5 the committee's decision be reviewed by the Hospital Administrator by
6 written request within five calendar days of the committee's decision. The
7 Administrator (or designee during any extended absence from the Hospital)
8 will respond to the nurse's request for review within seven (7) calendar days.
9 The Administrator's decision shall be final and binding and not substantively
10 reviewable through the grievance and arbitration procedure.

11
12 **D. Administrative Approval.**

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

16
17 **E. Professional Development.**

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

20
21 **E.1 Certification.**

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

26
27 **E.2 Nursing Skill Labs.**

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

1 **E.3 Task Force.**

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

6
7 **E.3.1 Emergencies.**

8 Emergency deliveries, psychiatric emergencies, pediatric
9 trauma, advanced trauma, cardiac and respiratory
10 emergencies, substance abuse, diabetes and pharmacy.

11 **E.4. Pay for Mandatory Education and Training.**

12 The Hospital agrees to apply the minimum two hours call-back
13 provision in Article 15, Section C, to mandatory education and training
14 for nurses who come in for such meeting, in person, when they are not
15 otherwise scheduled to work; such minimum in addition to hours
16 worked to be paid at straight time. Time actually spent in mandatory
17 education and training counts as hours worked for purposes of FLSA
18 overtime requirements. Nurses who attend a mandatory education or
19 training adjacent to their scheduled shift shall be paid in accordance
20 with Article 7, Section B.3, with no minimum guarantee.

ARTICLE 14 – PROFESSIONAL NURSING CARE COMMITTEE

A. General Duty Unit.

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

B. Meeting Occurrence.

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

C. Agenda.

The committee shall prepare an agenda and keep minutes for all of its meetings, copies of which shall be available to the Patient Care Executive.

D. Proper Subjects.

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

E. Patient Care Executive.

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

F. Recommended Measures.

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

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

3

4 **G. PNCC.**

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

ARTICLE 15 – ON CALL

A. Standby.

A nurse on standby status will be paid \$6.00 per hour (\$7.00 for holidays) for time spent on-call.

The on-call rate for OR and PACU nurses assigned to standby/on call will be \$8.00 per hour (including holidays).

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

B. Standby Call-Back.

Time actually worked when on call is considered call-back and will be compensated at one and one-half times the nurse's regular hourly pay with a minimum of two (2) hours. Nurses will not receive on call pay when actually working after being called back.

C. Minimum Call-Back.

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

D. Eligibility.

The on-call time and eligibility for on-call and call-back pay shall begin at the commencement of the shift for which the nurse is on-call. When a nurse is placed on stand-by for a previously scheduled shift, any call-back pay will be owed only for hours worked during the period for which the nurse was assigned on-call status.

ARTICLE 16 – FLOATING AND NEW NURSE ORIENTATION

A. Mutual Goals.

It is the mutual goal of the parties to achieve and maintain high quality patient care and to utilize the capabilities, common knowledge and talents of the nurses to their fullest potential and to minimize disruption in the continuity of patient care. Therefore, no nurse shall be required to float or to be assigned to any unit without proper orientation to that unit. Moreover, each nurse who floats or is transferred to another unit following a job bid shall be given at least the equivalent of four (4) normal shifts (forty-eight (48) hours for 12-hour shifts; forty (40) hours for 8- or 10-hour shifts) of comprehensive orientation, and more as required by the individual skills and assignments of the nurse, without a patient load prior to being assigned to work as the only nurse on a unit.

A1. Orientation/Reorientation

A nurse will be given at least one shift (12 hours) of unit orientation prior to floating in a delegation/Tier 2 role. If required to float to another unit on which the nurse has not worked during the previous twelve (12) months, the nurse will work in a delegation/Tier 2 role rather than an independent/Tier 3 role. A nurse expecting the possibility of floating to another unit in the independent/Tier 3 role which the nurse has not worked during the prior twelve (12) calendar months may request a refresher reorientation to the unit which may be streamlined as appropriate to the experience and skill level of the nurse. This minimum orientation period (equivalent to four (4) normal shifts as defined above) may be waived by the nurse when the nurse feels qualified to assume the responsibility with less orientation. It is understood, however, that refusal to float after proper orientation may result in appropriate discipline.

B. New Hires.

New hire nurses and nurses with less than twelve (12) months nursing experience shall be given at least the equivalent of two normal workweeks

(seventy-two (72) hours for 12-hour shifts; eighty (80) hours for 8- or 10-hour shifts) of comprehensive orientation, and more as required by the individual skills and assignments of the nurse, without a patient load prior to being assigned to work as the only nurse on a unit. New hires who are also newly graduated RNs or RNs with less than twelve (12) months nursing experience will not be considered an element of the staffing complement at any level of a unit before they have completed their orientation to that unit.

To ensure that new hire nurses are not floated until they are fully prepared to do so, the Hospital may implement a period following completion of orientation, not to exceed sixty (60) days, during which a nurse may not be floated to another nursing unit. However, nurses with less than twelve (12) months nursing experience may not be floated to another nursing unit for at least three (3) months following their hire date absent extenuating circumstances.

C. Floating Tiers and Differentials.

Floating will be utilized when patient needs require additional staff. Floating will not be used to cover anticipated absences (e.g., vacations, sick calls (other than same day sick calls), and approved leaves of absence), unless the Hospital has first made reasonable efforts to backfill the open shift. Floating shall be used prior to low census (with or without being assigned to on call), in accordance with patient care needs.

There are three (3) tiers of floating:

Tier 1. Floating as a sitter/patient safety attendant/performing CNA Duties.

No additional compensation.

Tier 2. Floating as “helping hands” to perform delegated nursing tasks within scope of practice. No direct patient assignment.

Nurses will be paid an additional \$1.50 per hour.

Tier 3. Floating to a unit where a nurse has been properly oriented and completed the specific competencies list may assume a full patient assignment in an independent role. The Hospital will make a reasonable

1 effort to assign patients to Tier 3 floated nurses which are similar to the
2 nurse's primary patient population. Nurses will be paid an additional \$3.00 per
3 hour.

4 **Specific Unit Exceptions:** Emergency/ED and First Impressions/Labor and
5 Delivery nurses who are floated out of their unit will not float above the Tier 2 level.
6 However, a nurse floating from the ED as a break nurse may float as a Tier 3.

7
8 The Basic Nursing Competencies list that all nursing staff complete will be reviewed
9 annually by the Best Practice Committee for content and completeness. Updates
10 will be made as needed.

11
12 **D. Unit Directors.**

13 The Director of each nursing unit (ED, Critical Care, Acute Care, First
14 Impressions, Endoscopy, Recovery, Same Day Surgery, Surgery, mPower)
15 that uses float nurses will develop a practical topical list of nursing duties
16 generally expected of nurses working in that unit. Written guidelines on
17 charting expectations will be available for floated nurses.

18
19 **E. Floating Assignments.**

20 At the beginning of the shift, upon shift assignment, floating will be assigned
21 to qualified non-bargaining unit nurses (e.g., agency, traveler, contract)
22 whose contract allows for floating, first, and then to qualified float pool
23 nurses, and then to qualified volunteers, and then as determined in unit
24 specific rotation. Nurses will not be floated by the Hospital to cover a nurse in
25 another unit who voluntarily requested to be placed on call unless the
26 volunteering nurse has obtained the agreement of the nurse to be floated.
27 The designated resource nurse and/or specialty trained nurse (independent
28 pediatric, chemotherapy, or labor nurse, etc.) may be by-passed for floating
29 turn to maintain optimal patient care in a department.

1 **F. Nurse Transfers.**

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

ARTICLE 17 – SEPARABILITY**2 A. Expressed Intention**

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

11

12 B. All Provisions.

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

ARTICLE 18 – SUCCESSORS**2 A. Binding Agreement.**

3 In the event that Hospital shall, by merger, consolidation, sale of assets,
4 lease, franchise, or any other means, enter into an agreement with another
5 organization which in whole or in part affects the existing collective
6 bargaining unit, then such successor organization shall be bound by each
7 and every provision in this Agreement. The Hospital shall have an affirmative
8 duty to call this provision of the Agreement to the attention of any
9 organization with which it seeks to make such an agreement as
10 aforementioned, and if such notice is so given the Hospital shall have no
11 further obligations hereunder from the date of takeover.

ARTICLE 19 – DURATION AND TERMINATION**2 A. Effective Date.**

3 This Agreement shall become effective with the first pay period following
4 December 4, 2024, and shall remain in effect until June 30, 2027, and
5 annually thereafter unless either party hereto serves notice on the other of
6 their intent to amend or terminate the Agreement as provided in this Article.

7

8 The parties agree on request from either party to be reasonably available
9 after December 31, 2026, to begin bargaining the next contract, with a
10 mutual goal of reaching a successor agreement on or before expiration of
11 this contract on June 30, 2027.

12

13 B. Modification of Provisions.

14 If either party hereto desires to modify or amend any of the provisions of this
15 Agreement, it shall give written notice to the other party not less than ninety
16 (90) days in advance of June 30, 2027, or any June 30 thereafter that this
17 Agreement is in effect.

18

19 C. Termination of Agreement.

20 If either party hereto desires to terminate this Agreement, it shall give written
21 notice to the other party not less than ninety (90) days in advance of June 30,
22 2027, or any June 30 thereafter that this Agreement is in effect.

1

ARTICLE 20 – APPENDIX

- 2 Appendix A is intended to be part of this Agreement and by this reference is made a
3 part hereof.

ARTICLE 21 – MANAGEMENT RIGHTS

A. The Hospital.

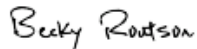
This contract acknowledges that the Hospital through its governing body has the trusted obligation to provide certain medical and treatment services, and related health care within its community. Additionally, the Hospital strives to provide a high level of service at reasonable cost while discouraging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

B. Management Functions.

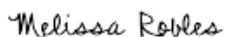
In order to carry out this trusted obligation, the Hospital reserves the exclusive right to exercise the customary functions of management, including but not limited to the right to administer and control the premises, utilities, equipment and supplies; the right to select, hire, promote and demote, suspend, dismiss; assign and reassign, supervise and discipline employees, to determine hours of employment, to transfer employees within and between departments; to formulate and modify job classifications and job evaluations; to determine and change the size, composition and qualifications of the work force, to establish, change, modify and abolish its policies, practices, rules and regulations; to determine, modify and change methods and means by which the Hospital operation is to be carried on, and to determine the appropriate duties of employees in meeting those needs and requirements, and to do those things necessary to carry out all ordinary functions of management except as these matters are specifically referred to in this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF Hospital and Association have entered into this Agreement as of the 4th day of December 2024.

OREGON NURSES ASSOCIATION


Rebecca Routson, ONA Chair, RN
(Endoscopy)



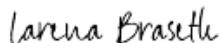
Melissa Robles, ONA Vice Chair, RN
(Acute Care/Discharge Planning)



Sandra Leon, ONA Treasurer, RN
(Acute Care)



Jeri Jablonski, ONA Grievance Officer,
RN (Endoscopy)



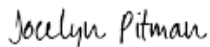
LaRena Braseth, ONA Membership
Officer, RN (Emergency)



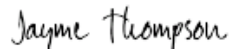
Crisi Lee, RN (ICU/Telemetry)



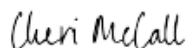
Tia Larson, RN (Same Day Surgery)



Jocelyn Pitman

ADVENTIST HEALTH COLUMBIA GORGE


Jayme Thompson, MBA, RN
Administrator



Cheri McCall
Human Resources Director



Shane Voshell
Oregon Service Area Human
Resources Director

APPENDIX A

A. Rate of Pay.

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

A.1. Hourly Rates.

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

The effective date is the start of the pay period following the listed date.

Effective on ratification: Convert current steps (years) to a 30-step schedule; increase steps Start-13 by \$5.75; increase steps 14+by \$5.50

Also effective on ratification, add additional 2% to steps Start-5, 4% to steps 6-15, 2% to steps 16+, to be applied after the increases described above.

Effective 7/1/25 3.5 percent (3.5%).

Effective 7/1/26: 3.25 percent (3.25%).

	Ratification	7/1/25 3.5%	7/1/26 3.25%
Step Min	\$49.60	\$51.34	\$53.01
Step 1	\$50.88	\$52.67	\$54.39
Step 2	\$52.23	\$54.06	\$55.82
Step 3	\$53.66	\$55.54	\$57.35
Step 4	\$55.09	\$57.02	\$58.88
Step 5	\$55.09	\$57.02	\$58.88
Step 6	\$57.72	\$59.75	\$61.70
Step 7	\$57.72	\$59.75	\$61.70
Step 8	\$59.28	\$61.36	\$63.36
Step 9	\$59.28	\$61.36	\$63.36
Step 10	\$60.88	\$63.02	\$65.07
Step 11	\$60.88	\$63.02	\$65.07
Step 12	\$62.57	\$64.76	\$66.87
Step 13	\$62.57	\$64.76	\$66.87
Step 14	\$63.40	\$65.62	\$67.76
Step 15	\$63.40	\$65.62	\$67.76
Step 16	\$63.88	\$66.12	\$68.27
Step 17	\$63.88	\$66.12	\$68.27
Step 18	\$65.62	\$67.92	\$70.13
Step 19	\$65.62	\$67.92	\$70.13
Step 20	\$67.42	\$69.78	\$72.05
Step 21	\$67.42	\$69.78	\$72.05
Step 22	\$69.28	\$71.71	\$74.05
Step 23	\$69.28	\$71.71	\$74.05
Step 24	\$69.28	\$71.71	\$74.05
Step 25	\$69.28	\$71.71	\$74.05
Step 26	\$71.20	\$73.70	\$76.10
Step 27	\$71.20	\$73.70	\$76.10
Step 28	\$71.20	\$73.70	\$76.10
Step 29	\$71.20	\$73.70	\$76.10
Step 30	\$73.16	\$75.73	\$78.20

A.2 Shift Differentials.

The evening shift differential is \$3.00 per hour. The night shift differential is \$9.00 per hour. The evening shift differential shall be paid to shift employees for all hours worked between 3:00 p.m. and 11:00 p.m. The night differential shall be paid to shift employees for all hours worked between 11:00 p.m. and 7:00 a.m. Shift differential will not be paid to nurses held over after 3:00 p.m. from a day shift or starting before 7:00 a.m. on a day shift, unless the nurse works more

than two and one-quarter (2 1/4) hours beyond the nurse's regularly assigned shift, in which case the shift differential will apply for the hours worked outside the normal day shift. Night shift differential will not be paid to nurses held over after 11:00 p.m. from an evening shift, unless the nurse works more than two and one-quarter hours beyond the nurse's regularly assigned shift, in which case the night shift differential will apply for the hours worked outside the normal day shift.

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

A.3. Weekend Differential.

Nurses working a regularly scheduled weekend shift (including nurses substituting on a regularly scheduled shift) will be paid a premium of \$2.00 for each hour worked, in addition to any other applicable differential or premium. (It is understood that shift and weekend premiums are not part of a nurse's regular straight-time hourly rate of pay.) The weekend shifts for purposes of this premium shall be a 48-hour period beginning on Friday at 7:00 p.m. and ending on Sunday at 7:00 p.m.

A.4. Preceptor Differentials.

A nurse assigned to function as a preceptor for a student nurse (except student nurses in their final practicum) will receive a Tier 1 preceptor differential of \$1.00 per hour.

A nurse assigned to function as a preceptor for a new nurse or a student nurse in their final practicum) will receive a Tier 2

preceptor differential of \$2.50 per hour. In order to be eligible for the Tier 2 preceptor differential, the precepting nurse will be responsible for planning, implementing, documenting and evaluating with the appropriate nursing director the preceptee's performance during the preceptorship. Tier 2 preceptors will complete the preceptor competency provided by the Nursing Education Coordinator prior to receiving a preceptee and the Tier 2 differential. To maintain the preceptor differential, the nurse must attend bi-annual (every two years) refresher education, and must not be under active discipline or a work plan.

A.5. Advanced Education.

A.5.1 Certification Differential.

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

A.5.2 First Impressions:

IBCLC: International Board-Certified Lactation Consultant
RNC-OB: Registered Nurse Certified in Inpatient Obstetrics

A.5.3 Surgical Services.

CNOR: Certified Operating Room Nurse
CPAN: Certified Postanesthesia Nurse
CAPN: Certified Ambulatory Perianesthesia Nurse

A.5.4 Celilo.

OCN: Oncology Certified Nurse

A.5.5 CCU.

CCRN: Certification in Critical Care Nursing

PCCN: Progressive Care Certified Nurse

A.5.6 ED.

CEN: Certified Emergency Nurse

CPEN: Certified Pediatric Emergency Nurse

A.5.7 Endoscopy.

CGRN: Certified Gastroenterology Registered Nurse

A.5.8 Acute Care.

CMSRN: Certified Medical-Surgical Registered Nurse

CPN: Certified Pediatric Nurse

ONC: Orthopaedic Nurse Certified

A.5.9 Wound Care and Visiting Health.

COCN: Certified Ostomy Care Nurse

CWCN: Certified Wound Care Nurse

CWOCN: Certified Wound, Ostomy, Continence Nurse

WCC: Wound Care Certified

WOCN: Wound, Ostomy and Continence Nurse

A.5.10 Power.

CRRN: Certified Rehabilitation Registered Nurse

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

1 recognized certification. Such requests will be approved by the
2 Hospital if the course and test would qualify the RN for the
3 national certification differential as described below.

4
5 (A non-probationary nurse may be eligible for pre-payment of
6 up to the annual maximum of \$300 in order to fund certification
7 testing costs in advance of testing. If the nurse fails to achieve
8 certification, the payment will be repaid to the Hospital, which
9 may be accomplished through payroll deduction in accordance
10 with Oregon law.) A bargaining unit nurse will maintain eligibility
11 for the certification differential if the nurse places on file with the
12 hospital a copy of the currently recognized and unexpired
13 certification described above. In order to be recognized for the
14 certification differential, the certification must apply to an area
15 of the hospital where the nurse works a significant number of
16 hours. A nurse will be understood to have worked a significant
17 number of hours in an area if at least one-half of the nurse's
18 scheduled hours for the prior four scheduling periods are for
19 assignments in that area. A nurse who fails to work a qualifying
20 number of hours but nonetheless considers the nurse's time
21 available to the certified area to be substantial may petition for
22 an award of eligibility, to be determined in the Hospital's
23 discretion. If a nurse transfers to a department in which the
24 nurse's certification is not recognized, the nurse will maintain
25 the certification differential for up to two years, to provide the
26 nurse with time to obtain a certification recognized in the new
27 department.

28
29 As nursing practices and available training evolve, on the
30 recommendation of the PNCC or otherwise, the Hospital may in
31 its discretion specify additional areas and certifications for
32 which the certification differential may be available.

1 **A.5.11 BSN/BAN/MSN Differential.**

2 Any nurse who has or obtains an advanced degree in nursing
3 (BSN, BAN, or MSN) shall be paid a differential of \$2.00 per
4 hour. It shall be the nurse's responsibility to provide appropriate
5 documentation to the Hospital, and the differential shall begin
6 within thirty (30) days after the Hospital receives such
7 documentation from the nurse.

8
9 **A.6 Charge/Lead Premium.**

10 The charge/lead premium of \$2.50 per hour will be paid to a nurse
11 who is designated in writing by the unit manager to have
12 responsibilities for coordinating unit staff and activities related to
13 patient care and patient care assignments. The selection and the
14 assignment of the charge nurse differential shall be at the sole
15 discretion of the unit nursing manager. It is understood that any relief
16 charge nurse identified in writing by the unit manager shall be entitled
17 to the charge differential when carrying out such assignments in the
18 absence of the charge nurse.

19
20 **A.8. Medical Interpreter Differential.**

21 A nurse who has received "Qualified" Medical Interpreter or "Certified"
22 Medical Interpreter status, as defined by Oregon Health Authority
23 regulations and Hospital policy, shall receive a differential of \$3.00 per
24 hour only during the time in which they are performing Medical
25 Interpreter duties for the Hospital, as defined by Oregon Health
26 Authority regulations and Hospital policy.

27
28 **A.9. Extra Shifts Pay.**

29 As described in Article 6 (Scheduling), the scheduling cycle covers
30 four (4) weeks. Work schedules are prepared based on an attempt to
31 match an RN's FTE status (described in Article 1 B) with anticipated
32 staffing needs. Part-time and full-time nurses are generally penciled
33 into the schedule according to their commitment of general availability
34 reflected by their status. In addition, per diem nurses are expected to

1 work at least two shifts per month and must be scheduled for these
2 shifts before being eligible for Extra Shifts Pay.

3
4 To address possible shortfalls in available nurse hours, the Hospital
5 commits to the following Extra Shift Pay Program. The program may
6 be cancelled on at least thirty (30) calendar days' prior written notice if
7 the Hospital determines the program is not addressing adequately its
8 staffing needs. On written request received at least ten (10) calendar
9 days prior to the end of the notice period from the ONA, management
10 will meet within seven (7) calendar days to discuss its reasons for
11 delivering such notice of termination and give serious consideration to
12 any adjustments proposed.

13
14 The Extra Shift Pay Program is designed to encourage nurses to
15 reach beyond their regular staffing commitment to work beyond, or in
16 excess of, their normal hours during periods when there is a shortage
17 of previously committed nurse hours. Any extra shift assignment
18 accepted, including partial shifts, may be treated as an extra shift for
19 qualifying purposes under this section.

20
21 On the sign-up schedule the nurse may sign up for extra shifts, and
22 the manager will concur which shifts are extra beyond the nurse's
23 regularly scheduled hours. The nurse will commit for extra shifts on
24 the working schedule with the manager's agreement, and this
25 commitment will be annotated on the working schedule.

26
27 To be eligible for extra shift pay in any pay period, a nurse must work
28 the nurse's regularly scheduled shifts; provided PTO which has been
29 scheduled and approved under Section E of Article 3 in advance of
30 the posting period will not disqualify a nurse from extra shift pay. If a
31 nurse is placed on involuntary low census in the pay period during
32 which they had signed up for an extra shift, they will receive the extra
33 shift pay even though they haven't met their regularly scheduled hours
34 for extra shift hours actually worked.

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

5
6 **A.9.1 Extra Shift Premium.**

7 Any nurse who commits to extra shifts beyond the nurse's
8 normal FTE commitment will receive a premium of \$20.00 per
9 hour for extra shifts committed and approved beyond the
10 nurse's FTE, provided the nurse works all scheduled shifts
11 during the same workweek, or is placed on low census by
12 management due to low census.

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

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

30
31 Premium compensation paid under the Extra Shift Pay Program
32 when a nurse works beyond their normal FTE will not be
33 included in the nurse's regular rate for purposes of calculating
34 overtime and will be paid in addition to earnings at the regular

1 rate of pay once overtime has been calculated. It is understood
2 the premium applies regardless of whether the hours worked
3 under the Program constitute a full regular "shift," so long as
4 the nurse works the hours assigned under the Program.
5

6 **B. Part-Time Non-Benefit Eligible Nurses.**

7 Nurses who hold the status of part-time, non-benefit eligible as of ratification
8 of the 2024-2027 collective bargaining agreement will receive the Per Diem
9 differential as long as they continue to work the status they had on that date.
10 If they transition to a different status, they will no longer receive the Per Diem
11 differential under this paragraph, and will not be able to return to it. Any
12 nurses who become part-time non-benefit-eligible after ratification of the
13 2024-2027 collective bargaining agreement will not receive the Per Diem
14 differential.
15

16 **C. Temporary Assignment.**

17 A nurse temporarily assigned to a higher position shall be compensated for
18 such work at no less than the minimum rate of pay applicable to the higher
19 position or one step above the nurse's regular rate of pay, whichever is
20 greater.
21

22 **D. Merit raises.**

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

29 **E. Exclusion**

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

1 **F. Part-time Nurses.**

2 A part-time nurse will move through the steps on the salary scale annually on
3 the first of the payroll period following the anniversary of the nurse's last step
4 increase if they have met the continuing education requirements outlined in
5 paragraph G.

6
7 **G. Continuing Education.**

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

14
15 **G. Pyramiding.**

16 The overtime and premium provisions of this contract will not be pyramided
17 for any purpose in determining appropriate pay for time worked. Other than
18 hours worked on a contract holiday, hours in a pay period for which a nurse
19 has already received a rate of time and one-half or greater under the terms of
20 this agreement (for example, call-back, daily overtime, or workweek overtime
21 pay), will not be counted again for purposes of determining daily or workweek
22 overtime pay.

LETTER OF AGREEMENT – REDUCTION OF HOURS

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

A. Reduction.

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

B. Laid Off.

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

C. Per diem Status.

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

D. Recall.

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

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

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

6
7 **F. Position Disqualification.**

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

10
11 **G. Forfeiture.**

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

18
19 **H. Insurance Premiums.**

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

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

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

28
29 **J. EIT Bank.**

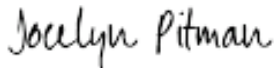
30 The remaining balance in the nurse's EIT bank will be reinstated upon recall
31 if within the twelve (12) months.

1 **K. Open Positions Not Covered.**

2 Nurses taking an open position not covered by this agreement will have
3 seniority frozen. Seniority does not continue to accrue while in such a
4 position.

IN WITNESS WHEREOF Hospital and Association have renewed this Letter of
Agreement as of the 4th day of December 2024.

OREGON NURSES ASSOCIATION



Jocelyn Pitman
ONA Labor Representative

**ADVENTIST HEALTH COLUMBIA
GORGE**



Jayme Thompson, MBA, RN
Administrator

1

LETTER OF AGREEMENT – CHILDCARE PROGRAM

2

A. **Childcare.**

3

4

5

6

7

8

9

10

11

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

IN WITNESS WHEREOF Hospital and Association have renewed this Letter of Agreement as of the 4th day of December 2024.

OREGON NURSES ASSOCIATION

**ADVENTIST HEALTH COLUMBIA
GORGE**

Jocelyn Pitman

Jayne Thompson

Jocelyn Pitman
ONA Labor Representative

Jayne Thompson, MBA, RN
Administrator

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LETTER OF AGREEMENT
2024 RATIFICATION BONUS

Effective the first full pay period following ratification of the 2024-2027 Agreement, each nurse in the following categories who are employed on the date of ratification and at the time the bonus is paid will receive the following lump sum ratification bonus (less applicable deductions):

- Regular Full-time: \$1,000
- Regular Part-time: \$750
- Per Diem: \$250

LETTER OF AGREEMENT

2025 NURSE STEP PLACEMENT UPON CHANGE TO 30 WAGE STEPS

To reflect the change to a 30-step wage table, effective the first pay period following January 1, 2025, the Hospital will adjust current nurses' step placement by moving the nurse to the step that reflects their RN work experience.

Current nurses will not experience a reduction in pay as a result of this LOA.

Review of Credit for RN Work Experience. Within 30 days following their placement on the step scale, nurses will have a one-time opportunity to request that they be placed at a higher step based on their years RN work experience. Such request must be in writing and include supportive documentation. For each request received the Hospital will review such request and respond within 30 days in writing with a copy to ONA. Any adjustments will be retroactively paid back to the first full pay period following January 1, 2025.

The ONA agrees to withdraw any open grievances related to prior step placement practice, with prejudice.

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CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

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

Your Name: _____

I certify that I have received a copy of the ONA Collective Bargaining Agreement
with Adventist Health Columbia Gorge through June 30, 2027.

Signature: _____

Today's Date: _____

Your Mailing Address _____

Cell Phone: _____ Work Phone: _____

Email: _____ Unit: _____

Shift: _____