

AGREEMENT

between

BAY AREA HOSPITAL

and

OREGON NURSES ASSOCIATION

July 25, 2024 through June 30, 2026

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BAY AREA HOSPITAL
and
OREGON NURSES ASSOCIATION
AGREEMENT

This Agreement is entered into by and between the Bay Area Health District, a municipal corporation and public employer under the laws of the State of Oregon, herein called Hospital, and the Oregon Nurses Association, Inc., an Oregon corporation, herein called Association.

ARTICLE 1 – RECOGNITION

Hospital recognizes the Association as the sole and exclusive representative for collective bargaining purposes of all registered nurses employed by the Hospital excluding supervisory and confidential employees. Wherever this Agreement mentions or refers to Nurses, Registered Nurses or RNs, such reference shall include Licensed Practical Nurses (LPNs), except as specifically omitted or noted below.

1.1. Section 1 – Designated Representatives.

Prior to all periods of negotiations regarding employment relations each party to this Agreement shall certify in writing to the other its designated bargaining representatives, and thereafter it shall be the duty of each party to notify the other of any changes in such representatives.

1.2. Section 2 – Association Membership.

Association membership is voluntary.

1.3. Section 3 – Provisions.

The Hospital will provide the Association and the Bargaining Unit Chair with:

1.3.1. Quarterly List.

1.3.1.1 A quarterly list of nurses showing name, address, date of hire, job classification, OSBN license number, telephone number (unless unlisted), unit and shift, FTE status, number of hours worked (per diem nurses) in preceding calendar payroll quarter; and

1.3.1.2 Monthly List.

A monthly list of newly hired nurses with the same information and names of terminated nurses or nurses out on an approved leave of absence.

1.4. Section 4 – Association Membership Dues.

The Hospital agrees to deduct once each month the Association membership dues of those Association members who individually authorize such deductions in writing on a form supplied by the Association. The Association shall provide written authorization to deduct and/or cease deduction of membership dues to the Hospital within ten (10) calendar days of receiving a membership application form or opt-out request form from any nurse who is a member of the bargaining unit.

1.5. Section 5 – Indemnify and Hold.

The Association shall indemnify and hold the Hospital harmless against any and all claims, demands, costs, suits or other forms of liability that may arise by reason of action taken or not taken by the Hospital for the purposes of complying with any of the provisions of this Article. Such costs to be reimbursed shall include Employer's reasonable out-of-pocket expenses and reasonable attorney's fees.

1.6. Section 6 – Copies of Agreement.

The Hospital agrees to provide each new nurse with a copy of this professional Agreement and the Association agrees to provide the Hospital with sufficient copies thereof.

1.7. Section 7 – Orientation.

One member of the Association will be given an opportunity, up to a maximum of thirty (30) minutes, to meet with those orientees who so desire at the end of the first new employee orientation day. Bargaining unit members will be paid for such time. The Hospital will notify the Association at least five (5) calendar days in advance of scheduled new employee

orientation including confirmation of the target time for the representatives meeting.

1.8. Section 8 – Bulletin Board.

The Hospital will provide the ONA with a bulletin board in each break room and (1) (approximately one-third (1/3) the size of the bulletin board currently shared with the other two (2) unions in the hospital) to be located near the staff elevators for posting materials relevant to its role as the representative of the bargaining unit. Materials for posting shall comply with the Hospital's behavior standards and policies. In the event of a dispute over compliance, the hospital shall notify the Association of the issue. If the Hospital makes a good faith effort to contact the Association regarding the dispute, and the Association Representative is unavailable to discuss the matter, then the Hospital may remove the posting until such time that the parties can meet to discuss.

1.9. Section 9 – Association Business.

Duly authorized representatives of the "Association" shall be permitted at all reasonable times to enter the facilities operated by the "Hospital" wherein members of the bargaining unit are employed for the purpose of transacting "Association" business and observing conditions under which nurses are employed, provided that the representative complies with the Hospital's security and identification procedures. The ONA representative shall notify the Chief Nursing Officer or their designee of their presence on site.

ARTICLE 2 – EMPLOYMENT DEFINITIONS

2.1. Section 1 – Nurse.

A nurse is defined as a currently registered professional or licensed professional nurse employed by the Hospital and covered by this Agreement. Continuous employment is defined as the total of all paid hours of employment by the nurse, unless broken by resignation, termination, retirement, discharge, or other permanent separation.

1 **2.2. Section 2 – Regular Benefited Full-Time.**

2 A regular full-time nurse is defined as a member of the bargaining unit
3 employed on a regular schedule of seventy (70) hours or more per pay
4 period.

6 **2.3. Section 3 – Regular Benefitted Part-Time.**

7 A regular part time nurse is a member of the bargaining unit employed on a
8 regular schedule of forty (40) hours or more but less than seventy (70) hours
9 per pay period. Notwithstanding any other provision of this agreement to the
10 contrary, employees covered by this agreement must be considered either
11 full time or part time to qualify for any of the benefits under the provisions of
12 this agreement, including but not limited to PTO, medical, dental, vision
13 insurance, [See Article 10, Eligibility Rule] life insurance, short- and long-term
14 disability insurance, retirement contributions, jury duty compensation and
15 bereavement or extended sick leave compensation.

17 **2.4. Section 4 – Regular Non-Benefited Part-Time.**

18 A non-benefited part time nurse is a member of the bargaining unit employed
19 on a regular schedule up to (40) hours per pay period. Notwithstanding any
20 other provision of this agreement to the contrary, employees covered by this
21 agreement must be considered either full-time or part-time to qualify for any
22 of the benefits under the provisions of this agreement, including but not
23 limited to PTO, medical, dental, vision insurance, [See Article 10, Eligibility
24 Rule] life insurance, short- and long-term disability insurance, retirement
25 contributions, jury duty compensation and bereavement or extended sick
26 leave compensation.

28 **2.5. Section 5 – PRN.**

29 A PRN (Pro Re Nata: Latin for “as needed”) or Per Diem Nurse is defined as
30 a member of the bargaining unit who is not employed on a regular schedule
31 and will be compensated at the nurse’s regular rate for all shifts accepted,
32 unless the nurses’ hours exceed the overtime limits specified in Article 6,
33 Sections 6.2 of this Agreement. A PRN nurse shall be required to work no

1 less than two (2) shifts in a four (4) week scheduling period with the
2 exception of low census call off.

3 **2.5.1. PRN Nurse Status.**

4 Nurses' status shall not change in the event a nurse temporarily works
5 a full- or part-time schedule due to the absence of another nurse for
6 up to one hundred eighty (180) calendar days.

7
8 **2.5.2. Review of PRN Nurse Hours.**

9 At the Associations' request, a review of PRN hours worked in any
10 particular department shall be made. In the event such review
11 demonstrates per diem PRN hours worked that would constitute a
12 regular full or part time position for a period of ninety (90) calendar
13 days, during which no department nurse was on a leave of absence,
14 the appropriate full or part time position shall be posted in accordance
15 with Article 17, Section 17.4.

16
17 **2.6. Section 6 – Probationary Nurse.**

18 A newly hired nurse shall be on probationary status until the nurse has
19 successfully completed no less than four hundred eighty (480) hours of work
20 or ninety (90) calendar days of employment, whichever is longer, beginning
21 with the nurse's most recent date of hire. The probationary period of a nurse
22 evaluated as less than satisfactory may be extended by mutual agreement
23 between the Hospital and the Association; the terms of which shall be
24 specified in writing. During the probationary period, a nurse may be
25 discharged without notice and without recourse to the grievance procedure.

26 **2.6.1. Bargaining Unit Nurses.**

27 Bargaining unit nurses who have completed the regular probationary
28 period and are subsequently transferred to a different unit where
29 different skill sets are required for the position will serve an evaluation
30 period of up to four hundred eighty (480) hours of work in the new
31 position. During this evaluation period in the new position, the nurse
32 may be removed from the new position without recourse to the
33 grievance procedure, provided, however, such nurse has received
34 prior written notice of any failure to meet competencies required of

1 other nurses in the unit and has been provided a reasonable period of
2 time to meet such competencies or performance issues. In the event
3 the transferred nurse is unsuccessful in the new position, the nurse
4 will be returned to his or her previous position, if such position is
5 available. If such position is not available, the nurse may accept any
6 available open position for which the nurse holds the qualifications
7 and seniority.

8 9 **2.7. Section 7 – Retirement Transition Program.**

10 Any nurse covered under the existing labor agreement who has recently
11 retired or is eligible to retire from service with the Hospital, who has reached
12 age fifty-five (55), and who has a total of ten (10) years of nursing
13 experience, at least five (5) of which have been in the employ of the Hospital,
14 may apply for PRN employment as a Retirement Transition Program
15 employee. Represented employees shall remain a part of the bargaining unit
16 and must maintain their membership or other reimbursement arrangement
17 with the Union, on the same basis as prior to retirement. All provisions of the
18 labor agreement will continue to apply to these employees, except as
19 specifically stated below:

20 **2.7.1. Application and Appointment.**

21 The employee must apply to the director or manager for whom the
22 nurse wishes to work as a Retirement Transition Program employee.
23 The decision to appoint is at the sole discretion of the Hospital and no
24 manager shall be compelled to appoint a nurse to this program unless
25 it is agreed that it is in the Hospital's best interest to do so. All
26 Retirement Transition Program appointments must be reviewed and
27 approved by the Chief Nursing Officer and Chief Human Resources
28 Officer. On the Retirement Transition Program application, the nurse
29 and the manager shall specify limitations if any; special schedules
30 and/or other conditions on the position applied for. Such specifications
31 must be mutually agreed and documented in writing with the signature
32 of both the manager and the nurse. Such special conditions may be
33 revised by mutual agreement of the parties. All such agreements must
34 be copied to the Association by the Hospital no later than seven (7)

1 calendar days from the effective date. Once a nurse has been
2 appointed to the Hospital's Retirement Transition Program, the
3 Hospital reserves the right to rescind such appointment for any lawful
4 reason with no less than thirty (30) calendar days' written notice to the
5 nurse prior to the posting of the work schedule. Upon request the
6 nurse shall be afforded an exit interview.

7 8 2.7.2. Requirements.

9 Nurses in the Retirement Transition Program must maintain all
10 appropriate licenses, meet Hospital mandatory education
11 requirements, and work at least the minimum number of hours
12 required to meet State requirements and to maintain clinical
13 competency in the Unit(s) to which they are appointed. All nurses in
14 this program will receive an annual evaluation by the manager by
15 whom they were appointed and/or for whom they usually work. An
16 overall rating of "meets expectations" is required to continue in the
17 program.

18 19 2.7.3. Hours of Work.

20 With respect to Article 6 – Hours of Work – below, Retirement
21 Transition Program nurses have no regular schedule and will work "as
22 needed" based on specifications agreed in the application. They may
23 be requested to work any number of hours up to, but not exceeding,
24 the regular shift hours in operation for their appointed department
25 following the scheduling of regular and PRN nurses. This may include
26 coverage for meetings, meal relief or other short-term assignments.
27 Payment shall be for all hours actually worked.

28 29 2.7.4. Training Costs.

30 The Hospital will pay for any meetings, classes or trainings which are
31 required for Retirement Transition Program nurses. The Hospital will
32 not pay for any additional, non-mandatory or specialized certification
33 or training.

1 2.7.5. Wages.

2 With respect to Article 11 – Wages below, nurses in this Program shall
3 be paid at the grade and step they held when they officially retired.
4 Annual pay adjustments shall reflect changes in the pay plan
5 implemented under the labor agreement, and Retirement Transition
6 Program nurses shall be eligible for step increases on the same basis
7 as PRN nurses.

8
9 2.7.6. Benefits.

10 With respect to Article 7 – Paid Leaves, Article 8 – PTO and Article 9 -
11 Health and Welfare, Retirement Transition employees are not eligible
12 for these specified benefits, but shall receive fifteen percent (15%)
13 additional compensation in lieu of benefits (except that Retirement
14 Transition Program employees in the Program as of July 1, 2024 will
15 receive twenty percent (20%) additional compensation in lieu of
16 benefits).

17
18 **2.8. Section 8 – Charge Nurse.**

19 The Hospital will assign charge nurse duties based upon department need,
20 individual competency, and staffing needs. Preference will be given to nurses
21 who are competent and willing to perform the duties of charge nurse and
22 based on the nurses' competencies. Should there be no employed nurses
23 sufficiently competent or willing a contract nurse may be assigned charge
24 nurse duties.

25
26 **2.9. Section 9 – Travelers/Agency/Locum Tenens/Temporary/Nurse.**

27 A nurse who is not employed by the Hospital working on contract for a short
28 term. The Hospital is committed to staff its facility by recruiting and hiring
29 nurses for authorized positions. The basic policy of the Hospital shall be to
30 utilize Traveler/Agency/Locum Tenens/Temporary nurses only when the
31 Hospital is unable to meet patient care needs by providing adequate qualified
32 staff through its own resources. The hospital will not use traveler/agency/
33 Locums Tenens/Temporary nurses, or non-bargaining unit nurses in lieu of
34 posting a position in the bargaining unit. This provision does not limit the

1 ability of the hospital to use such nurses for any combination of leaves of
2 absence, vacations, holidays, sick leave, and/or temporary or seasonal
3 needs.

4 2.9.1 The Hospital will offer extra shifts to bargaining unit nurses in
5 preference to travelers as follows: 1) short notice calls to work will be
6 made to bargaining unit nurses before a traveler; 2) bargaining unit
7 nurses will have priority to sign up for extra shifts as per the
8 scheduling chart in section 6.3.6.

9
10 2.9.2. Traveler/agency/locums tens/temporary nurses shall not have
11 seniority rights. If such nurse is hired into a bargaining unit position,
12 the date of hire shall be considered the date they were actually hired
13 as a bargaining unit position in the hospital.

14 15 **ARTICLE 3 – HOSPITAL’S LEGAL AND MANAGERIAL FUNCTIONS**

16 **3.1. Section 1 – Acknowledgement.**

17 It is acknowledged by the parties that the constitution and laws of the State of
18 Oregon confer upon the Hospital certain powers, duties and obligations to be
19 exercised in the interest of the public health, safety and welfare which cannot
20 be delegated or contracted away. It is further recognized by the parties that
21 the Hospital retains all managerial rights and prerogatives except as modified
22 by this contract; and that they include, but are not limited to, the right and
23 prerogative to:

24 3.1.1. Direct employees;

25
26 3.1.2. Evaluate, hire, promote, transfer, assign and retain employees in
27 positions, and to suspend, demote, discharge or take other
28 disciplinary action against employees;

29
30 3.1.3. Relieve employees from duties because of lack of work or other
31 legitimate reason;

32
33 3.1.4. Maintain the efficiency of governmental and Hospital operations;

1 3.1.5. Determine the methods, means and personnel by which operations
2 are to be conducted;
3

4 3.1.6. Take whatever action may be necessary to carry out the missions of
5 the Hospital in situations of emergency;
6

7 3.1.7. Determine reasonable schedules of work and establish the methods
8 and processes by which such work is performed; and
9

10
11 3.1.8. Determine the need for, and assign employees to, educational and
12 training programs, on the job training and other educational activities.
13

14 **3.2. Section 2 – Rights and Prerogatives.**

15 The exercise of the rights and prerogatives of the Hospital shall not be
16 subject to a grievance except where such exercise is arbitrary, unreasonable,
17 capricious, or a direct violation of the collective bargaining agreement.
18

19 **ARTICLE 4 –NURSING COMMITTEES**

20 **4.1. Section 1 – Professional Nursing Care Committee (PNCC).**

21 4.1.1. Recognition.

22 The Association may establish, and the Hospital will recognize a Professional
23 Nursing Care Committee (PNCC) composed of bargaining unit members who
24 are members of the Association. The PNCC may be composed of up to one
25 nurse per nursing unit/department. Nurses shall elect PNCC members
26 annually as outlined in the ONA Bay Area Hospital Bylaws, with members
27 serving two (2) year terms. The Hospital shall provide sufficient paid hours
28 per fiscal year for PNCC members to attend to PNCC responsibilities
29 described herein. The release hours shall be paid at each nurse's straight
30 time.
31

32 4.1.2. Function.

33 It shall be the function and duty of the Professional Nursing Care
34 Committee (PNCC) to:

1 4.1.2.1 Review, study and make recommendations through the Chief
2 Nursing Office (CNO) and/or the Hospital Administration or
3 Medical Staff concerning rules, practices and policies relating to
4 the practice of nursing and nursing administration for the
5 purpose of improving nursing care and Hospital efficiency. The
6 PNCC may from time-to-time request reasonable and relevant
7 information from the Hospital to aid in its performance of this
8 function.

9
10 4.1.2.2 Serve an advisory function for all appointments of bargaining
11 unit staff nurses to all nursing councils and committees,
12 standing or ad hoc that relate to nursing service or direct
13 patient care. There shall be one designated PNCC bargaining
14 unit member selected by the bargaining unit members of the
15 committee that shall serve as liaison to the Staffing Committee.

16
17 4.1.2.3 Monitor the distribution of staff development funds as
18 described in Article 5 in collaboration with the Hospital. The
19 PNCC is also responsible for maintaining and updating the
20 national certification list, to inform staff of eligible certifications
21 and to make recommendations to amend this list to the
22 Hospital.

23
24 4.1.3. Disposition of Recommendations.

25 All written recommendations submitted by the Committee to the
26 nursing administration shall be referred to appropriate committees or
27 Chief Human Resources Officer or designee. An explanatory written
28 response or report shall be made to the Committee by the nursing
29 administration concerning the action taken on each recommendation
30 or suggestion or describing the procedure being used to consider and
31 implement such recommendation or suggestion, or the rationale for not
32 adopting the recommendation. Such report shall be made to the
33 Committee within thirty (30) calendar days from the delivery of the
34 written recommendation. The Hospital and PNCC shall cooperate to

1 assure that written recommendations, responses and PNCC minutes
2 are made available to all bargaining unit nurses within thirty (30) days
3 of their approval or delivery.

4 4.1.4. Joint Meetings.

6 The Committee and the CNO or designee may schedule regular
7 meetings each month or special meetings to be attended by both
8 Committee members and members of the Hospital Administration
9 and/or appropriate members of medical staff for the purpose of
10 discussing mutual problems relating to patient care or nursing
11 administration.

12 13 **4.2. Section 2 – Hospital Nurse Staffing Committee (HNSC).**

14 4.2.1 Compliance.

15 The Hospital and nurses shall act in compliance with current law
16 related to nurse staffing. The Hospital Nurse Staffing Committee shall
17 be responsible for the development and implementation of a written
18 hospital-wide staffing plan for nursing services. The staffing plan shall
19 be developed, monitored, evaluated and modified by the Staffing
20 Committee consistent with ORS 441.155.

21 22 4.2.2 Oregon's Staffing Law.

23 The Hospital shall post Oregon's staffing law and related ORSs, as
24 well as interpretive documents supplied by the State of Oregon, and
25 each unit-specific staffing plan on the Hospital's intranet in a manner
26 that affords easy access by managers and bargaining unit members.

27 28 4.2.3 Staffing Request and Documentation Form.

29 The Hospital and nurses shall act in compliance with the current law
30 related to nurse staffing. Staffing concerns and/or requests should
31 follow the appropriate chain of command accordingly, nurses are
32 obligated to notify the charge nurse or PCS hospital
33 supervisor/department manager of additional resource needs at the
34 time the need arises Nurses are able to file deviations to the staffing

1 plan using the hospital's internal reporting forms and/or the Oregon
2 Health Authority via its internet portal.

3
4 **4.2.4 Training.**

5 On an annual basis the HNSC shall participate in training to ensure
6 that all members are educated on current Oregon staffing law. The
7 HNSC co-chairs shall identify the training and arrange for it to be
8 provided to the HNSC members during an HNSC meeting at the
9 Hospital's expense.

10
11 **4.2.5** The Hospital commits to providing nurses with rest breaks and meal
12 periods in accordance with the Hospital Nurse Staffing Law. If nurse a
13 has a missed rest break or meal period, the hospital will pay such
14 nurse fifty dollars (\$50.00) per missed rest break and one hundred
15 dollars (\$100.00) per missed meal break as well as actual hours work
16 for the missed meal break.

17
18 **4.3. Section 3 – Unit Based Practice Councils (UBPC).**

19 **4.3.1 Unit Responsibilities.**

20 Each unit is responsible for maintaining a UBPC which shall consist of
21 staff nurses, other unit staff and management representatives in
22 appropriate proportion to the number of nurses and other staff on the
23 unit. Staff nurse representatives shall be selected by nurses on the
24 unit in accordance with the UBPC's charter. A staff nurse and the unit
25 manager shall serve as co-chairs of each UBPC. All nursing staff
26 members will have access and input to agendas and decisions,
27 meetings will be open to all nurses and the time and location of
28 meetings shall be posted and meeting minutes made available to
29 them. Decisions/recommendations made by a UBPC must be in
30 compliance with the current Agreement, statutory regulations, and
31 hospital policy and procedure. In the event that the association is
32 unable to staff the specified number of members for the committee,
33 decision making authority reverts back to the unit manager.

1 4.3.2 UBPC Member.

2 Each UBPC member shall be paid for meeting time. Additional hours
3 for project work related to UBPC activities will be mutually agreed
4 upon with the manager prior to the project work.

5
6 4.3.3 Standards for Membership.

7 UBPC's shall be responsible for making recommendations and
8 performing functions including but not limited to:

9 4.3.3.1 Unit goals related to practice;

10
11 4.3.3.2 The development of an appropriate orientation for new nurses
12 on the unit and nurses floating into the unit;

13
14 4.3.3.3 The development of a draft unit staffing plan which shall be
15 submitted to the Hospital Nurse Staffing Committee (HNSC);

16
17 4.3.3.4 Establishment of a charter that includes a process for selecting
18 members who will represent all nursing staff and that contains
19 parameters for length of members, rotation or members, and a
20 decision-making process; and

21
22 4.3.3.5 Other tasks agreed to or assigned by the Hospital.

23
24 **ARTICLE 5 – PROFESSIONAL DEVELOPMENT**

25 **5.1 Section 1 – In-Service Education.**

26 The Hospital agrees to maintain a continuing in-service education program
27 for all nurses covered by this Agreement. All nurses covered by this
28 Agreement are required to maintain unit-specific competencies and/or
29 certifications required for the nursing units and/or departments in which they
30 regularly work. A nurse who is deficient in competencies and/or certifications
31 shall receive notice of the deficiency thirty (30) calendar days prior to the
32 nurse's renewal date. Nurses who are unable to participate in training while
33 on duty shall be provided with sufficient relief to complete such training.

Nurses failing to maintain this requirement shall be subject to disciplinary action.

5.2 Section 2 – In-Service (Mandatory) Training.

Attendance for training or testing that is specifically required by the Hospital, department or manager, or that is listed as mandatory in the employee's job description or education record.

5.2.1 Reimbursement.

If the Hospital designates a training session or test for certification or recertification as mandatory for a nurse, the Hospital agrees to reimburse the nurse for the cost of such testing or training, including registration, books, required travel and living expenses in accordance with the guidelines outlined in the Hospital Administrative Policy on Travel and Education Reimbursement ADM.0130 and the policy Competency Assessment and Documentation HR ED 1005.

5.2.2 Compensation.

Nurses who attend mandatory in-service (including disaster drills), when not scheduled to work the day of the Inservice, shall be compensated a minimum of two (2) hours, or based on the actual time attended, whichever is greater. In-service hours will be included in the calculation of overtime (not double time) and will accrue PTO hours. In the event that a nurse attends a mandatory in-service on a regularly scheduled shift and at the end of such test and/or training, there are hours remaining in the scheduled shift, the nurse will be required to contact the PCS office and report to work for the remainder of the shift. If there is no work made available, the nurse will be compensated for the remaining hours in their regularly scheduled shift. Mandatory in-service hours scheduled more than sixty (60) miles away from the hospital will not require the employee to complete the remainder of any regularly scheduled shift and the employee will not suffer a loss of regularly scheduled hours due to mandatory in-service.

1 **5.3 Section 3 – Education (Non-mandatory).**

2 Any seminar, workshop, certification and/or recertification class or a
3 conference that maintains and/or improves skills needed for the current job,
4 and/or provides exposure to new trends related to nursing practice, and is
5 not a mandated requirement for the present position. Education leave is
6 intended to allow the nurse to participate in these various opportunities
7 without losing pay. Education leave hours are not included in the calculation
8 of overtime, PTO accrual or ESL accrual.

9 **5.3.1 Non-Mandatory Education Funds.**

10 Non-mandatory Education Funds must be requested at least three (3)
11 weeks in advance of the training if pre-payment is being requested.
12 Requests must be submitted prior to the educational opportunity and shall
13 be approved or denied in a timely fashion based solely on the criteria set
14 forth in this Section by the Nurse Manager and CNO. A nurse may elect
15 to use education funds as wages for education hours when a day of work
16 is missed due to the educational event. The hours must be claimed during
17 the same pay period that the activity occurs and will not be paid
18 retroactively. Hours will be paid at the nurse's regular rate of pay as
19 taxable income. These hours will never be paid as overtime and will not
20 count toward PTO accrual.

21
22 **5.3.2 Actual Amount.**

23 The actual amount of the yearly funds is calculated each July as follows:

24 **Yearly Funds = (# of RNs in ONA Bargaining Unit on June 30) x**
25 **(24 Hours) x (Average Productive Wage on June 30) + \$25,000.**

26
27 **5.3.3 Individual Allocation.**

28 The individual allocation of educational reimbursement will be prorated,
29 based on the total number of productive hours worked in the previous
30 Fiscal Year and rounded to the nearest twenty-five dollars (\$25.00). By
31 July 15 of the Fiscal Year, each nurse will be informed of the amount
32 available to him or her for non-mandatory education. Total amount of
33 reimbursement available to ONA members by the Hospital will not exceed
34 the Yearly Funds amount.

1 5.3.4 Fiscal Year.

2 Individual allocations must be used within the fiscal year and may not be
3 carried over to another year or transferred to another employee. The
4 exception is that once every three (3) years, and by March 31st of the
5 current fiscal year and approval by the nurse's manager, director and
6 CNO, individual allocation education funds may be rolled over for one (1)
7 year to attend a national conference specific to the area in which the
8 nurse is employed.

9
10 5.3.5 Eligible Nurses.

11 Eligible nurses may be reimbursed from available funds for expenses
12 related to approved education. No cash advances will be made. Available
13 funds may be used for registration and/or one (1) testing fee per
14 certification cycle or testing to obtain continuing education credit or
15 course credit, meals, lodging, and/or transportation. No expenses will be
16 reimbursed for an education event outside the U.S. including wages for
17 the education hours, unless the seminar/conference is hosted by one of
18 the nationally recognized nursing specialty organizations. Special
19 exceptions to this geographical restriction may be reviewed at the Senior
20 Leadership level.

21
22 5.3.6 Reimbursement.

23 Eligible nurses may be reimbursed up to seven hundred fifty dollars
24 (\$750.00) towards the purchase of journals, books, software, periodicals,
25 or recertification fees and dues. Continuing education in the form of CEUs
26 or Contact Hours, resulting from purchase of CDs, webinars, audio
27 conferences and journal articles will be eligible for coverage under the
28 individual allocation, and not the seven hundred fifty dollars (\$750.00)
29 "book budget." Proof of earned Contact Hours will be necessary for
30 reimbursement.

1 **5.4 Section 4 – Technology and Equipment.**

2 The Hospital is committed to ensuring that nurses have access to
3 appropriate training for any new technology or equipment adopted for use by
4 nurses.

6 **5.5. Section 5 – Meetings.**

7 Meetings are time spent on a voluntary basis doing committee work and are
8 paid for actual time attended. Meeting time is not included in the calculation
9 of overtime, but it does accrue PTO and ESL hours. Examples of meetings
10 include Benefits Committee, PNCC, Labor Management Committee, Charge
11 Nurse Retreat, and unit meetings. Meetings noticed by the hospital as
12 mandatory shall be considered to be non-voluntary and shall count toward
13 overtime hours in addition to PTO and ESL hour accrual.

15 **5.6 Section 6 – Unpaid Education Leave.**

16 Nurses pursuing a degree may request and may be granted an unpaid
17 educational leave by the appropriate Executive Team Member, or designee
18 for periods up to one (1) year for study toward such degree. Seniority and
19 benefits (PTO and ESL, health and welfare benefits and pension) shall not
20 accrue during this leave. Upon returning from the one (1) year's educational
21 leave, the nurse shall be granted a similar position to the one held
22 immediately prior to the start of the leave.

24 **5.7 Section 7 – Tuition Reimbursement.**

25 The Hospital shall make available to nurses who have been employed at
26 least one (1) year reimbursement for a portion of the tuition paid for college
27 classes which are required for a nursing or health care related degree on
28 receipt of proof of satisfactory completion of the course of study and proof of
29 payment of the tuition. For full- and part-time nurses, as defined by this
30 agreement, the reimbursement shall be fifty percent (50%) of the tuition
31 costs. During each fiscal year (July 1 through June 30), the reimbursement
32 for any one nurse shall not exceed limits outlined in policy HR ED 1030
33 Tuition Reimbursement.

5.8 Section 8 – Nurse Bridge Program.

The Nurse Bridge Program shall act as a learning and education program to bridge knowledge gaps for new graduate nurses, or a nurse out of the acute care setting for an extended time. The Association and the hospital agree that nurses within the Nurse Bridge Program, under a thirty-six (36) hour work week, shall for the duration of the nurse's program, to a maximum of twelve (12) months, participate up to four (4) additional hours per week not subject to the overtime language under article 6, for purposes of education and learning. These additional four (4) hours shall be excluded from patient care, or ordinary job functions of the nurse outside the program.

The Goals and competencies of the program shall be outlined for the nurses engaged into program as well as the expected timeframe for unit specific learning expectations. Evaluations of the program shall be completed by each nurse every three (3) months during the program. Nurses will have at least one opportunity following the completion of the program to provide anonymous feedback.

ARTICLE 6 – HOURS OF WORK

6.1 Section 1 – Workday/Payroll Period/Breaks.

The workday referred to in this article shall be defined as the twenty-four (24)-hour period beginning at the time the employee commences work on their regularly scheduled shift. Payroll period as referred to in this agreement shall be defined as a fourteen (14) calendar day period beginning at 12:01 a.m. Sunday, or at the shift changing hour nearest that time. The basic straight time workday shall consist of twelve (12) hours to be worked consecutively, except for a scheduled meal period of not less than one half hour lunch and three (3) fifteen (15) minute rest periods during each twelve (12) hour shift. Meal breaks and rest periods will be taken in accordance with the needs of the unit and the requirements of federal and/or state law. Nurses shall not be scheduled to rotate shifts nor shall the regular hours for beginning and terminating shifts be modified without the nurse's consent. Nurses who request a change in shift in order to work for another nurse shall not receive premium pay which would result solely from such substitution.

The Hospital will not utilize mandatory scheduled on-call/standby to meet the staffing plan core requirements for units/departments that have staff present for patient care at all times. This type of standby, however, may be utilized for limited specialized needs in these units/departments that require on-call/standby at all times. Nurses shall not be scheduled for shifts beyond the nurse's regular scheduled position hours without the nurse's prior consent. Nurses shall be scheduled for shifts to the nurses FTE hours unless such nurse has requested PTO or other leave. In unusual circumstances the parties recognize, however, that the Hospital may require nurses to report for work for short-term emergency situations that are beyond the immediate ability of the Hospital to otherwise address or control.

6.1.1 Break Period.

The basic straight-time workday shall consist of twelve (12) hours to be worked consecutively, except for a scheduled uninterrupted meal period of one-half (1/2) hour to be taken as near as practicable to the middle of the work shift, and one (1) paid fifteen (15) minute break during each four (4) hours of work or major fraction thereof. Alternative straight-time workdays shall consist of ten (10) and eight (8) hours with similar meal and break periods.

6.1.1.1 The parties agree that employees scheduled to work six (6) hours or less shall not be required to take a meal period if agreed upon by the nurse and documented in the timekeeping system. Otherwise, the parties agree to follow the chart below for required breaks and meals by work period length:.

Hours Worked	Paid Break	Unpaid Meal Period
2 hours or less:	0	0
2 hours 1 minute - 5 hours 59 minutes:	1	0
6 hours:	1	1
6 hours 1 minute – 10 hours:	2	1
10 hours 1 minute – 13 hours 59 minutes:	3	1
14 hours:	3	2

14 hours 1 minute – 18 hours:	4	2
18 hours 1 minute – 21 hours 59 minutes:	5	2
22 hours:	5	3
22 hours 1 minute – 24 hours:	6	3

1 6.1.1.2 It is understood by both the Hospital and the Union that
2 every reasonable attempt will be made to provide employees
3 with required breaks and clear communication by the Hospital
4 to the employee that it is an expectation that employees will
5 take required breaks pursuant to Oregon law. To ensure
6 compliance with all legal requirements with respect to meal and
7 break periods, the Hospital will provide adequate staffing in
8 accordance with the unit staffing plan. The desired break
9 structure is an equal distribution of rest and meal breaks. The
10 option to combine one (1) rest break with the meal break will be
11 allowed when mutually agreed upon.

12 13 **6.2 Section 2 – Overtime.**

14 6.2.1 Eight (8) Hour Shifts.

15 Nurses who have been awarded an eight-hour shift position shall receive
16 time and one half for all work in excess of eight (8) hours in a day or
17 eighty (80) hours in a fourteen (14) day period. Nurses shall not be
18 scheduled more than five (5) eight- (8-) hour shifts consecutively without
19 the nurses' consent. Nurses scheduled for an eight (8) hour shift shall be
20 paid at the rate of one and one half (1-1/2) the straight time hourly rate,
21 including shift differential, if applicable, for all hours of work performed in
22 excess of eight (8) hours within a workday. Nurses on an eight (8) hour
23 shift shall be paid at the rate of two (2) times the straight time hourly rate,
24 including shift differential if applicable, for all hours of work performed in
25 excess of twelve (12) hours in any workday.

1 6.2.2 Ten (10) Hour Shifts.

2 Nurses who have been awarded a ten (10) hour shift position will work
3 under a seven (7) day, forty (40) hour workweek. Nurses scheduled for a
4 ten (10) hour shift shall be paid at the rate of one and one-half (1 ½) the
5 straight time hourly rate, including shift differential, if applicable, for the
6 greater of all hours of work performed in excess of ten (10) hours in any
7 one work day or all hours worked in excess of forty (40) straight time
8 hours within the seven (7) day work period. Nurses scheduled for a ten
9 (10) hour shift shall be paid at the rate of two (2) times the straight-time
10 hourly rate, including shift differential, if applicable, for all hours of work
11 performed in excess of twelve (12) hours in any one workday.

12
13 6.2.3 Twelve (12) Hour Shifts.

14 Nurses who have been awarded a twelve (12) hour position will work
15 under a seven (7) day, forty (40) hour workweek, rather than the fourteen
16 (14) day, eighty (80) hour payroll period. Nurses working a twelve (12)
17 hour scheduled shift will receive time and one half for the greater of all
18 hours worked over twelve (12) hours in a day or in excess of thirty-six
19 (36) hours in a workweek. The nurse scheduled a twelve (12) hour shift
20 shall be paid two (2) times the nurse's regular pay for all overtime hours
21 beyond fourteen (14) hours in a workday. Overtime pay shall include shift
22 differential specified. Nurses who work a twelve (12) hour shift shall work
23 such time consecutively except for one (1) scheduled meal period of not
24 less than one half (1/2) hour and a fifteen (15) minute rest period which
25 may be taken during or after the conclusion of each four (4) hours of
26 work.

27
28 6.2.4 Written Mutual Agreement.

29 By written mutual agreement between the individual employee and
30 management, employees may work alternative shifts that may consist of
31 eight (8) hour, or ten (10) hour, or twelve (12) hour shift lengths. When
32 such alternative shifts are agreed upon, the affected nurses will work
33 under the appropriate shift length overtime rules as outlined in Section
34 6.2.1, 6.2.2 and 6.2.3 above.

1 6.2.5 Pattern Scheduling System.

2 If RNs in a department would like to request the creation/deletion of a
3 pattern scheduling system, fifty percent (50%) of staff nurses must submit
4 a written request to the department manager. The department manager
5 will have 30 days from the written request to initiate addressing the
6 creation of a pattern scheduling system, using the method below:

7 6.2.5.1 Each RN will select and submit their top three (3)
8 schedule choices by requested date from manager. Any RN
9 that does not submit choices by requested date, herein
10 foregoes participation in pattern selection.

11
12 6.2.5.2 The department manager or designee develops at least
13 one (1) pattern schedule (based on seniority preference and
14 with nurses identified on the pattern/schedule) on which the unit
15 may vote.

16
17 6.2.5.3 Once approved by the manager and majority vote of the
18 nurses on the unit, the selected pattern shall be posted with the
19 unit staffing plan and implemented within two (2) pay periods.

20
21 6.2.6 System.

22 Any such system will adequately address, at a minimum:

23 6.2.6.1 Scheduling that is as predictable and regular as possible
24 with regard to the days of the week to be scheduled and
25 worked over the course of a pay period or a scheduling period.

26
27 6.2.6.2 A method to adapt any pattern schedule to meet
28 changing patient and operational needs, including a method for
29 the nurse manager to adjust the pattern/schedule on a case-by-
30 case basis. See section 6.3.5. Pattern schedules may be
31 changed based on unit needs as discussed in section 6.3.

6.2.6.3 Charge Nurses may also have a pattern or predictable schedule template, separate from staff nurse patterns, that meets the leadership needs of the unit.

6.2.6.4 Delete Pattern Scheduling.

If the nurses vote to delete a pattern scheduling system, the pattern will continue until the end of the current schedule.

6.3 Section 3 – Work Schedules.

Work schedules for each month shall be posted on or before fourteen (14) days prior to the applicable four (4) week schedule period. Requests for scheduled time off must be submitted by the nurse by the end of the first calendar day of the preceding schedule period (see below chart of important scheduling dates). Schedule changes following the posting of the work schedule may be made by agreement between the affected nurse and the appropriate department manager, or designee.

6.3.1. The Hospital shall schedule regular nurses to their FTE prior to scheduling PRN nurses and/or traveler/agency/locum tens/temporary nurses. Nurses can express preferences for days off in the timekeeping system utilizing the same timeframe as PTO requests, and the hospital will make a good faith attempt to honor seniority when scheduling to such preferences. Nurses with a concern about scheduling can raise that issue with the unit manager or with the LMC.

6.3.2. After scheduling regular nurses, prior to the posting of the work schedule the Hospital will identify open shifts (holes or gaps) in the schedule. The manager on a unit will communicate those open shifts to the PRN nurses. From among the open shifts in the schedule, PRN nurses will indicate hours for which they are available. PRN nurses in a unit will be offered the opportunity to be placed on the schedule prior to temporary or agency nurses working in that unit.

6.3.3. After the posting of the schedule all qualified bargaining unit nurses shall be offered available open shifts.

6.3.4. Both PRN and extra shifts from regular nurses shall be awarded on a first come first serve basis.

6.3.5. Pattern Work Schedules. If the department voted to implement pattern scheduling per 6.2.5 regularly scheduled nurses shall be scheduled to their approved pattern schedules, including weekend(s), unless the nurse consents to a modified pattern schedule following a request by the Hospital or as described herein. When business operations necessitate a deviation from a nurse's pattern schedule, the following shall apply: Nurses must be consulted about any altered pattern assignment. The Hospital may assign the regular nurses to work a modified pattern schedule by (1) first seeking volunteers and then, (2) assignment on a rotational basis among qualified nurses by seniority and skillset per selected shift and unit beginning with the least senior regularly scheduled nurse(s). A nurse may choose to volunteer for multiple rotations.

6.3.6. Scheduling Timeline

4-week schedule	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Week 1	<ul style="list-style-type: none">New schedule startsTime Off due for next scheduling period (PTO or schedule preferences)				<ul style="list-style-type: none">Draft schedule postedPRN shift selection startsOpen shifts identified	Payday	
Week 2	<ul style="list-style-type: none">PRN shift selection ends	<ul style="list-style-type: none">Travelers added to schedule	<ul style="list-style-type: none">Managers send to staffing officePremium shifts offered to RN's				<ul style="list-style-type: none">End of pay period
Week 3	<ul style="list-style-type: none">Upcoming schedule posted					<ul style="list-style-type: none">PaydayUnfilled Shifts open to Travelers	
Week 4							<ul style="list-style-type: none">End of Pay period

6.4 Section 4 – Weekend Work.

Full-time and part-time nurses shall be scheduled to receive every other weekend off (including standby) except as otherwise provided in this Article. Nurses requested to work consecutive weekends shall be paid at the rate of one and one-half (1 ½) the straight-time hourly rate for work performed on their scheduled weekend off. Full-time and part-time nurses shall not be scheduled to work more than four (4) weekend shifts in a scheduling period (including standby) except as otherwise provided in this Article. Nurses requested to work additional weekend shifts shall be paid at the rate of one and one-half (1 ½) the straight-time hourly rate for work performed. A weekend for the purpose of this Article shall be defined as 1900 on Friday until 0700 on Monday. In no event shall a nurse receive consecutive weekend pay for all three (3) days.

6.4.1 Alternative schedules.

This consecutive weekend time and one-half pay (1 ½) may be waived on the written request of the individual nurse to the department manager. Once delivered to the department manager the waiver shall take effect on the schedule following the date of signature. Such waiver shall be effective until canceled in writing by the nurse. The cancellation shall be delivered to the department manager by the tenth (10th) of the month to be effective on the next schedule. Upon written request by the Association, copies of the signed waiver shall be provided to the Association Grievance Officer/designee.

6.5 Section 5 – Overtime Authorization.

Overtime, premium and shifts above regular scheduled FTE must be properly authorized by the immediate supervisor.

6.6 Section 6 – Partial Shift/Unscheduled Shift.

Nurses who are directed to work only a portion of the straight time shift shall be paid one (1) hour in excess of actual time worked. Partial shifts include hospital requested late starts and hospital-requested call offs during a shift. Low census late starts, resulting in a partial shift, shall not delay the

1 scheduled start time of the nurse to exceed four (4) hours, absent agreement
2 by the nurse.

3 **6.6.1 Compensation.**

4 Any regular full-time nurse or regular part time nurse requested to work
5 an unscheduled full or partial shift within twenty-four (24) hours of the
6 beginning of the shift work shall be paid time and one half of the nurse's
7 straight time hourly rate of pay for all unscheduled hours worked.

8
9 **6.7 Section 7 – Pay for In-Service, Meetings and Drills.**

10 Mandatory in-service meetings and disaster drills shall be compensated
11 based on actual time attended. A mandatory in-service is one where
12 attendance has been specifically required by the department or unit manager
13 or listed as mandatory in the employee's job description or education record.

14
15 **6.8 Section 8 – No Guarantee of Hours.**

16 No provision of this agreement shall be construed as a guarantee of any
17 number of scheduled hours of work per day or any number of days of
18 scheduled work per week for any bargaining unit employee covered by its
19 terms unless explicitly defined within an article of this collective bargaining
20 agreement.

21
22 **6.9 Section 9 – No Pyramiding.**

23 Overtime premium payments and shift differentials shall not be duplicated or
24 pyramided for the same hours worked or paid for under any of the terms of
25 this Agreement, and to the extent hours are compensated for at overtime or
26 premium rates under one provision of this Agreement, they shall not be
27 counted as hours worked under the same or any other provision of this
28 Agreement. This provision shall not apply to Article 8, Section 8.14.

29
30 **6.10 Section 10 – Standby.**

31 Full-time or part-time nurses who are on standby and are called back to work
32 and actually perform work in excess of twelve (12) hours during the
33 recognized twenty four (24)-hour period described in Article 6, Section 6.1
34 above, shall be paid two times the nurses regularly hourly rate for all

1 additional hours actually worked after twelve (12) for nurses on an eight (8)-
2 hour schedule, and after fourteen (14) for nurses on a ten (10)-hour
3 schedule. This section only applies to nurses working on an eight (8)-hour or
4 ten (10)-hour schedule.

5
6 **6.11 Section 11 – Overtime and Work Schedule Waivers.**

7 Nurses may be afforded the opportunity to work flexible hours and have the
8 ability to swap shifts by waiving contractual (but not statutory) overtime or
9 premium pay by mutual written consent between the nurse and the nurse
10 manager. The union may request any waivers in place, and the hospital shall
11 forward such waiver to the association within five (5) days.

12
13 **6.12 Section 12 – Outpatient infusion**

14 During holiday and weekend work the Outpatient Infusion unit may schedule
15 four (4) hour shifts in place of an eight (8), ten (10), or twelve (12) hour
16 shift.

17
18 **ARTICLE 7 – LEAVE.**

19 **7.1 Section 1 – Extended Leave.**

20 At times nurses may need extended periods of time away from the job to
21 take care of personal needs. These absences may be paid or unpaid
22 depending on the type of leave and available accruals. It is the intent of the
23 Hospital to comply with all applicable federal and state laws regarding leaves
24 of absence. With respect to protected leaves, whenever federal and state
25 laws differ, Hospital will comply with the law that is more generous to the
26 nurse. When federal or state laws provide greater rights than those
27 enumerated below, the provisions of law will apply.

28
29 **7.2 Section 2 – Leaves of Absence.**

30 Under certain conditions and for specified reasons, a nurse may be granted a
31 leave of absence after six (6) months of service. All such requests must be
32 presented in writing to the department/division head as far in advance as
33 possible. (Request forms are available in each department.) Each case will
34 be reviewed and considered for approval by the department/division head. A

1 leave of absence protects an employee's accrued service record; however, a
2 nurse will not accrue or build seniority credit during any leave unless (1) the
3 leave is for four (4) weeks or less, or (2) the leave is considered protected
4 leave under state or federal law.

6 **7.3 Section 3 – Reinstatement.**

7 When a leave of absence is granted for a specific period not exceeding
8 ninety (90) calendar days, the nurse shall be entitled at the termination of
9 such leave to be reinstated in the same position held at the time the leave
10 was granted. When a leave of absence extends beyond ninety (90) calendar
11 days, the nurse will not have the right to the same job or shift but will have
12 the right to be employed in the most suitable position available.

13 Notwithstanding the prior sentence, a nurse on a protected leave such as
14 Family Medical Leave (FMLA), Oregon Family Medical Leave (OFLA),
15 parental leave, and military leave, shall have the right to return to the same
16 position held at the time the leave was granted if that same position exists
17 consistent with the requirements of the laws described above.

19 **7.4 Section 4 – Educational Leave.**

20 After completing one (1) year of service a nurse, upon request, may be
21 granted a leave of absence without pay for educational purposes at an
22 accredited school when it is related to employment. The period of such leave
23 of absence shall not exceed one (1) year but it may be renewed or extended,
24 when necessary, at the request of the nurse and upon authorization by the
25 Hospital. One (1) year's leave of absence with any requested extension for
26 education purposes may not be provided more than once in any three (3)-
27 year period. Seniority credit and benefit accrual, including hours toward step
28 increase, will not build during leave of absence, as per Article 7, Section 7.2.

30 **7.5 Section 5 – Other Health Leaves.**

31 Other leaves of absence for health-related reasons may be approved for up
32 to six (6) months.

1 **7.6 Section 6 – Workers' Compensation.**

2 Nurses off work as a result of a compensable workers' compensation claim
3 shall continue to accrue seniority credit as provided under Article 17 during
4 any such absence, for up to and including eighteen (18) months, provided
5 such employee retains "employee status" with the Hospital pursuant to ORS
6 659.415 or 659.420. After an eighteen (18)-month absence from work as a
7 result of a compensable workers' compensation claim, the employee shall no
8 longer accrue seniority credit, but instead will retain all previously earned and
9 credited seniority while retaining "employee status" as defined above.

10
11 **7.7 Section 7 – Military Leave.**

12 Leaves of absence for services in the Armed Forces of the United States will
13 be granted with or without pay in accordance with applicable state and
14 federal law.

15
16 **7.8 Section 8 – Return to Work.**

17 At least two (2) weeks prior to the expiration of any unpaid leave, the nurse
18 must notify their department manager or the Human Resources department
19 in writing as to whether the nurse will return to work as scheduled. Any
20 request for an extension must be filed at the same time. Extensions of
21 medical leave require substantiation by a healthcare provider's statement
22 and approval of the appropriate department manager/director or designee.
23 Failure to contact the appropriate department manager/director or designee
24 is grounds for disciplinary action.

25
26 **7.9 Section 9 – Other Employment.**

27 While on a leave of absence, a nurse shall not engage in equivalent
28 employment for another employer except as approved by the Hospital.

29
30 **7.10 Section 10 – Bereavement Leave.**

31 Regular nurses shall be allowed five (5) calendar days off with pay at straight
32 time plus shift differential (up to a maximum of forty (40) straight time hours
33 of pay) for the purpose of bereavement in the event of the death of the
34 employee's spouse (including documented same sex domestic partner) or

son, or daughter including adopted child(ren) and/or child(ren) in a legally recognized guardian relationship. In the event of a death in the immediate family the employee shall be granted three (3) calendar days off with pay at straight time (for a maximum of twenty-four (24) straight time hours of pay). Paid days off will be limited to the employee's scheduled workdays.

Scheduled days off will not be changed to avoid payment of bereavement leave which runs concurrently with OFLA leave. Immediate family shall be defined as the following:

- Employee: mother, father, parent equivalent, brother, sister, grandparents and grandchildren;
- Current Spouse, including documented same sex partner: mother, father, parent equivalent, son or daughter including adopted child(ren) and/or child(ren) in a legally recognized guardian relationship, grandparents, and grandchildren.

7.10.1 Notification of Death.

Should the employee be notified on the job of such death, they will also receive the remainder of that scheduled day off with pay. Time off for the death of other family members or time off in addition to the days specified above may be taken as PTO or unpaid leave as desired by the nurse, provided the employee has notified the appropriate Manager/Supervisor.

7.10.2 OFLA Requirements.

Up to two (2) weeks of unpaid leave may be taken if requested pursuant to OFLA requirements. Approval to take such unpaid leave will not be unreasonably withheld.

7.10.3 Bereavement Pay.

Approval will not be unreasonably withheld for up to three (3) days' leave without bereavement pay in the event of the death of the brother or sister of a current spouse.

1 7.10.4 Advance Notification.

2 By advance written notification to the employer, the amount of
3 bereavement leave described above may be taken by an employee at
4 times other than immediately after the date of death. The number of days
5 available for such bereavement leave will remain unchanged, but
6 employees may, within ninety (90) calendar days after the date of the
7 death request to take a bereavement leave on a specific designated day
8 during such ninety (90) calendar day period. In order to accommodate
9 such request, the employee must provide a written request to the
10 employee's supervisor no less than fourteen (14) calendar days before
11 the date the employee wishes to take off as part of the paid bereavement
12 leave described above. Notification may be less than fourteen (14)
13 calendar days with supervisory approval.

14
15 **7.11 Section 11 – Jury Leave.**

16 Any full time or part time nurse who is called to perform jury duty will be
17 permitted the necessary time off to perform such service, and will be paid the
18 difference between the straight time hourly rate of pay including shift
19 differential, if applicable, for the scheduled workdays missed and any jury
20 duty pay received less mileage. Jury Duty pay is not considered hours
21 worked for overtime calculations. Jury duty pay shall be limited to a
22 maximum of twenty-two (22) working days per year. The employee must
23 furnish a signed statement from a responsible officer of the court as proof of
24 jury service. The nurse must arrange with their supervisor in advance of the
25 actual jury service. Any employee released from jury duty before the end of
26 their regular shift shall immediately contact the nursing office to determine
27 whether work is available. The nurse released from jury duty must report to
28 work if required by the nursing office. Nurses assigned to work the evening or
29 night shift on the same day they are required to serve jury duty will
30 automatically be relieved of such assignment when spending four (4) hours
31 or more on jury duty that day.

1 **7.12 Section 12 – Court Witnesses.**

2 A nurse who is required to testify in a legal proceeding on behalf of the
3 Hospital, will be compensated at the straight time hourly rate, including shift
4 differential if applicable, for all time spent in official trial proceedings.

5 7.12.1-Hospital Subpoena.

6 A nurse who is subpoenaed to appear as a witness in a legal proceeding
7 to which the Hospital is not a party to testify concerning matters involving
8 events which took place while performing such duties shall be
9 compensated at straight time hourly rate, including shift differential, if for
10 the actual time spent during the Court proceedings, and any missed work
11 hours due to acting as a witness in legal proceedings.

12
13 7.12.2 Personal Subpoena.

14 A nurse who is subpoenaed to appear as a witness concerning matters
15 not directly related to their employment at the Hospital shall be granted a
16 leave without pay.

17
18 **7.13 Section 13 – Reserve Military Duty.**

19 A nurse who has been employed by the Hospital for at least six (6) months
20 and is in the National Guard or Armed Services Reserves is entitled to an
21 annual leave of fifteen (15) consecutive calendar days without loss of pay or
22 other benefits. Nurses shall inform the nursing office of the dates of their
23 annual training by the fifth (5th) of the month preceding the month in which
24 training occurs.

25
26 **7.14 Section 14 – Oregon Family and Medical Leave.**

27 An Oregon and Federal Family Medical Leave shall generally be granted up
28 to twelve (12) weeks per year for an eligible nurse's own serious health
29 condition, to care for a family member with a serious health condition, to care
30 for an infant or newly adopted or foster child or to care for a child who does
31 not have a serious health condition but who requires home care. Under
32 Oregon law, an eligible nurse is entitled to an additional twelve (12) weeks of
33 leave per year in certain circumstances. During such leave, no nurse shall be
34 required to reduce their PTO bank below eighty (80) hours. The balance of

1 such leave of absence shall be unpaid leave unless the nurse wishes to use
2 additional accrued PTO, ESL or Sick benefits. Information regarding nurse
3 rights and entitlements under applicable state and federal leave laws is
4 available in the Human Resources Department.

5
6 **7.15 Section 15 – Americans with Disabilities Act.**

7 The Employer and Union hereby agree that the Employer's obligations under
8 the Americans with Disabilities Act to an employee or applicant for
9 employment may require an accommodation affecting the terms of the
10 parties collective bargaining agreement. The Union and Employer hereby
11 agree that in the event of a conflict in the Employer's obligations under the
12 collective bargaining agreement and the Americans with Disabilities Act, the
13 Employer's obligations under the Americans with Disabilities Act shall be
14 deemed paramount and no violation of the collective bargaining agreement
15 will occur so long as the employee or applicant accommodation is consistent
16 with the requirements of the Americans with Disabilities Act.

17
18 **7.16 Section 16 – Domestic Violence.**

19 The hospital will comply with Paid Leave Oregon (PLO), which offers paid
20 leave for addressing domestic violence, sexual assault, or stalking of an
21 employee or their minor dependents. Nurses eligible for such leave shall not
22 be denied.

23
24 **ARTICLE 8 – PAID TIME OFF AND SICK LEAVE**

25 **8.1. Section 1 – PTO.**

26 The Hospital's Paid Time Off (PTO) is provided to encourage planning and
27 predictability of employee time off. PTO compensates eligible employees at
28 their regular rate of pay including shift differentials, if applicable, when they
29 are absent from work for such purposes as vacation, illness, holidays,
30 religious observances, preventative health and dental care, care of a family
31 member's illness, for any purpose covered by the Oregon Family Leave Act
32 (OFLA) or Oregon Sick Leave (regardless if eligible for OFLA or Oregon Sick
33 Leave), qualifying reasons under Oregon's domestic violence, harassment,
34 sexual assault and stalking law, public health emergencies (such as hospital

or school closing, or when the presence of the employee or family member jeopardizes health) and other excused absences. The first forty (40) hours of PTO or ESL (or a combination of PTO and ESL) taken for any reason in a calendar year will count as Oregon Sick Leave.

8.2. Section 2 – Shift Differential.

The base wage does include shift differential for personnel permanently assigned to evenings or nights, but does not include overtime, hospital-paid benefits or similar allowances. Permanent assignment constitutes an anticipated or realized six (6) months of assignment to the evening or night shift.

8.3. Section 3 – Eligibility for PTO.

Full- and part-time Nurses are eligible for PTO.

8.4. Section 4 – Eligible Hours.

PTO is accrued on all hours of work time per pay period (excluding extended sick leave, PTO, education leave, funeral/bereavement leave, standby, and short- and long-term disability) at established rates which are based on the employee's status and length of employment.

8.5. Section 5 – Accrual and Derivation of Rates.

The following schedule of Paid Time Off will apply to all nurses in the bargaining unit. The accrual rates for Paid Time Off shall be as follows:

Years of Service	Accrual Rate
1st through 4th year	0.111
5th through 9th year	0.135
10th through 14th year	0.161
15th through 19th year	0.187
20th and all subsequent years	0.215

1 **8.6. Section 6 – Accrual on Jury Duty.**

2 PTO accrual will continue for all hours off on jury duty for which the employee
3 is paid Jury Leave by the hospital.

5 **8.7. Section 7 – PTO Use.**

6 PTO may be used as soon as it is earned, including in the same pay period.

7 PTO may be requested in advance, even if such request goes beyond the
8 nurse's current accrual if the nurse reasonably can be expected to accrue
9 sufficient PTO by the time it is to be used. Such a nurse who is approved
10 PTO, but then does not have sufficient PTO in their bank upon usage, agrees
11 that any time off beyond their actual accrual will be unpaid. PTO may not be
12 used on regularly scheduled days off. PTO may be utilized, at the nurse's
13 option, to supplement work time lost due to low census cancellation.

15 **8.8. Section 8 – Requests for PTO.**

16 8.8.1 Vacation PTO.

17 PTO utilized for vacation, as with all other time off, must, except in
18 unusual circumstances, be requested in writing in advance of the time
19 off desired, and approved or denied in writing within ten (10) calendar
20 days of receipt of the request by the Department Manager. Nurses
21 may request, and take, up to fourteen (14) consecutive vacation days
22 off. Any request for vacation days in excess of fourteen (14) days may
23 be granted in an equitable manner by mutual agreement of the nurse
24 and the Department Manager when hospital staffing and unit needs
25 allow for such leave to occur including during peak vacation periods
26 described below. Peak vacation time shall be defined as the months of
27 June through September. Requests off during peak vacation time shall
28 be submitted from January 1st through March 31st for the year in which
29 the peak vacation is to occur including during peak vacation periods
30 described below. Peak vacation requests must be approved or denied,
31 in writing, by May 1st. Approval will be based upon the Hospital's
32 determination of its staffing needs, with first consideration given to the
33 needs of particular nursing units. Nurses shall be granted vacation
34 PTO requests based on seniority; however, once granted the request.

1 shall not be subsequently rescinded unless mutually agreed by the
2 nurse and the unit manager.

3
4 **8.9. Section 9 – PTO Minimums.**

5 Full-time employees may be required to use at least eighty (80) hours of PTO
6 per year. It is also recommended that employees reserve at least forty (40)
7 hours of PTO to cover emergencies.

8
9 **8.10. Section 10 – PTO Priority over LOA.**

10 If there are two (2) or more requests for time off by employees and if not all
11 of such requests can be accommodated, then an employee requesting PTO
12 shall be given priority over an employee requesting time off without pay
13 regardless of seniority.

14
15 **8.11. Section 11 – PTO May Not Cover Tardiness.**

16 After the first forty (40) hours of PTO is used in a calendar year, PTO may
17 not be used to claim pay for the time lost due to tardiness. This lost time
18 cannot be regained and should be considered unexcused absent time.

19
20 **8.12. Section 12 – PTO May Not be used in Lieu of Notice of Resignation.**

21 All nurses regularly employed shall give the Hospital not less than fourteen
22 (14) calendar days' written notice of intention to resign. Failure to do so
23 forfeits any right to accumulate paid time off. PTO cannot be used as
24 termination notice. PTO will likewise not be paid for work time missed during
25 the last two (2) weeks of employment without a physician's written
26 confirmation of illness or unless otherwise covered by law. The Hospital may
27 waive this disqualification in its discretion if an emergency beyond the control
28 of the nurse prevents fourteen (14) calendar days' written notice of
29 resignation.

30
31 **8.13. Section 13 – Improper Use of PTO.**

32 The improper use of PTO imposes on fellow nurses, increases hospital
33 costs, contributes to short staffing, increases the necessity for floating, and
34 may constitute just cause for discipline.

1 **8.14. Section 14 – Pay for Work on Holidays.**

2 Nurses who are required to work on any of the following actual holidays will
3 be paid at one and one-half (1 ½) times the regular straight-time hourly rate
4 of pay for all hours actually worked on the actual holiday. Holiday pay shall
5 not be considered premium, or overtime pay. For pay purposes, a holiday
6 shall begin at 12:01 AM on the day designated as the holiday and end at
7 Midnight of the same day. In addition to one and one-half (1 ½) times pay,
8 the employee may claim an additional number of hours equal to their
9 regularly scheduled shift from accrued PTO, to be paid at the employee's
10 base wage.

- 11 • New Year's Day (January 1)
- 12 • Memorial Day (Last Monday in May)
- 13 • Independence Day (July 4)
- 14 • Labor Day (First Monday in September)
- 15 • Thanksgiving Day (Fourth Thursday in November)
- 16 • Christmas Eve (December 24)
- 17 • Christmas Day (December 25)

18
19 8.14.1 The nurse will have a choice of either Christmas Eve (December 24)
20 or Christmas Day (December 25) when one or both of these holidays are
21 worked but shall not be compensated at the time and one-half (1 ½) rate
22 for both days under this provision.

23
24 **8.15. Section 15 – Maximum PTO Accrual.**

25 PTO may be accrued in an employee's account up to a maximum of five
26 hundred twenty-five (525) hours. After reaching the maximum accrual of five
27 hundred twenty-five (525) hours, no additional PTO shall accrue in an
28 employee's account regardless of the number of hours worked by an
29 employee covered by this agreement. In this case the maximum accrual of
30 five hundred twenty-five (525) PTO hours shall be carried over in the next
31 calendar year.

1 **8.16. Section 16 – PTO Cash Out.**

2 Benefitted nurses may request PTO cash out twice (2 times) a year by
3 following the procedures of the Hospital's established PTO cash out policy in
4 existence at the time of the request. Unless otherwise provided by law, the
5 PTO cash out will not include shift differential. An employee may donate up
6 to forty (40) hours of accrued PTO time per calendar year to another
7 employee to utilize as sick time, with the understanding that such donation
8 does not extend the forty (40)-hour limit for protected leave under the Oregon
9 Sick Leave law (OL 537, 2015).

10
11 **8.17. Section 17 – Extended Sick Leave Bank.**

12 Full- and part-time employees shall accrue up to a maximum of twenty-eight
13 (28) hours of extended sick leave per year based on an accrual rate of
14 .01346 per hour worked by such full and part-time employees. Extended sick
15 leave is accrued on the first eighty (80) hours of work time per pay period
16 (excluding extended sick leave, education leave, funeral/bereavement leave,
17 standby, and short- and long-term disability).

18 **8.17.1. Amount Accrued.**

19 The amount of accrued extended sick leave will be listed on the
20 employee's paycheck.

21
22 **8.17.2. Extended Sick Leave Benefit.**

23 The extended sick leave benefit described above may be used for
24 periods of illness which occur during an employee's regular work
25 schedule that lasts more than twenty-four (24) scheduled hours of work.
26 PTO must be used for the first twenty-four (24) hours of scheduled time
27 an employee is off due to illness (1) if available in an employee's PTO
28 bank and (2) provided such mandatory utilization of sick PTO is limited
29 to a maximum of sixty-four (64) hours per calendar year. PTO may be
30 used when extended sick leave benefits are exhausted if available in an
31 employee's PTO bank. Extended sick leave benefits shall only be
32 provided upon satisfactory proof of illness, not limited to, a medical
33 provider's authorization. Notwithstanding the above, employees may
34 use their extended sick leave benefits for any hospitalization stay

beginning with the first day of overnight hospitalization or any outpatient surgical procedure as defined as qualifying by Hospital policy. Extended sick leave benefits shall have no maximum cap. Extended sick leave benefits shall not be convertible to cash under any circumstances, nor shall extended sick leave benefits be paid to any employee upon separation of employment at Bay Area Hospital. Employees who work as temporary employees, relief or per diem employees, shall be ineligible to receive any accrual of extended sick leave benefits.

8.18. Section 18 – Credit for PTO Hours Used.

PTO which is used by an employee pursuant to the above procedures will be counted as hours worked for purposes of determining a nurse's eligibility for education leave and step increases. Such PTO time shall not be counted for any other purpose. PTO time that is cashed out shall not count as time worked for any purpose.

8.19. Section 19 – Sick Leave.

Beginning January 1, 2016, bargaining unit nurses who are not full or part-time benefit eligible shall accrue and be eligible to utilize sick leave time consistent with the Oregon Sick Leave Law, OL 537, 2015.

8.19.1. Accrual.

Such nurses shall accrue sick leave at a rate of one (1) hour for each thirty (30) hours worked. Accrual shall be on a calendar year basis and shall accrue up to forty (40) hours per year. The nurse may carry over forty (40) hours of unused sick time from year to year. Sick time accrual is capped at eighty (80) hours.

8.19.2. Utilization.

Nurses may use sick time as it accrues, except that new employees may not begin using sick time until their ninety-first (91st) day of employment. Nurses may utilize accrued sick time (1) on any scheduled day of work for themselves or a family member for purposes covered by the Oregon Sick Leave Law, including but not limited to, when the nurse or family member is determined by public official that the presence of

1 the nurse in the community would jeopardize the health of others and (2)
2 for approved foreseeable planned sick leave, whether the nurse would
3 have been scheduled to work or not (such as scheduled surgeries or
4 hospitalizations). If a nurse is rehired within one hundred eighty (180)
5 days of separation, any accrued sick leave will be restored.
6

7 **8.19.3. Notice.**

8 Nurses must notify the Hospital of any foreseeable, planned sick leave
9 at least ten (10) calendar days before the date sick time will begin.

10 Nurses must schedule such sick time in a manner that provides the least
11 amount of disruption to the business of the Hospital. Nurses must inform
12 the Hospital of any change in the expected duration of sick time as soon
13 as practicable.
14

15 **ARTICLE 9 – HEALTH AND WELFARE**

16 **9.1 Section 1 – Benefits.**

17 The Hospital shall continue to make available for participation by bargaining
18 unit employees the current health and welfare insurance plans known as the
19 Bay Area Hospital Self Insured Medical Plan (“BAHSIMP”) and the current
20 retirement plan(s) including the following: medical, dental, vision, short- and
21 long-term disability, accidental death and dismemberment, term life and the
22 existing retirement plans. The Hospital agrees that its current medical, dental
23 and vision insurance plans will remain in the BAHSIMP program, and the
24 benefit structure of each plan will remain unchanged during calendar year
25 2019. Under the BAHSIMP, the Hospital will offer three (3) medical plan
26 options that bargaining unit employees may choose: a Basic PPO-type plan;
27 (2) a Premium PPO-style plan; and (3) a High-deductible plan with a Health
28 Savings Account (“HDHP”). Dental and vision plans will be available for
29 election under all three medical plans. Changes to the medical, dental and
30 vision plans may be made during the term of this contract consistent with the
31 provisions described in Article 10 – Benefit Review Committee.

9.2 Section 2 – Benefit Eligibility.

Any nurse in the bargaining unit who is authorized to work seventy (70) hours or more per pay period (.875 FTE) shall be considered full-time for the purpose of insurance benefit eligibility. Any nurse in the bargaining unit who is authorized to work forty (40) hours or more but less than seventy (70) hours per pay period (.5 FTE to .875 FTE) shall be considered part-time for the purpose of insurance benefit eligibility. Any nurse in the bargaining unit who is authorized to work less than forty (40) hours per pay period (.5 FTE) shall not be eligible for medical, dental and vision benefits.

9.3 Section 3 – Current Health Insurance Plans.

The 2024 Bay Area Hospital Self-Insured Medical Plan (“BAHSIMP”) medical, dental and vision plans together with the current monthly employee contribution rate for bargaining unit employees shall remain unchanged through December 31, 2024.

9.4 Section 4 – Subsequent Years Health Insurance Plans.

The hospital will pay the following of the Monthly Premiums:

	.875+ FTE	.5 to .875 FTE
Basic PPO-type plan	80%	74%
Premium PPO-style plan	80%	74%
High deductible plan*	80%	74%
Dental	80%	74%
Vision	50%	50%

*For employee only premium for the high deductible plan the hospital will pay 90% of the premium

9.5 Section 5 – Start of Coverage.

Employees and dependents are eligible for health benefits on the first day of the month following the date of hire, or the first of the month after their benefits eligible date. An employee’s date of hire for purposes of this Section is defined as the calendar day on which the employee first earns wages in employment with the Hospital or first earns wages in a benefits eligible

1 position. Employees must complete the enrollment form and return it to the
2 Human Resources Department before the last day of the month in which the
3 employee was hired or became benefits eligible to begin health coverage the
4 first day of the following month. The spouse, domestic partner (affidavit
5 required), and child(ren) up to the age of twenty-six (26) of any employees
6 eligible for coverage pursuant to Section 9.2 above are eligible for coverage
7 under the health plan.

8 9 **9.6 Section 6 – Opt-Out.**

10 The Hospital will offer an opt-out payment in the amount of one hundred
11 dollars (\$100.00) per month, subject to applicable taxes and withholdings, for
12 employees who voluntarily choose to opt-out of the Hospital provided
13 medical/dental/vision insurance plan and who meet the following conditions.
14 To be entitled to receive the opt-out payment, the eligible employee must
15 notify the Hospital in writing on the benefits enrollment form of their decision
16 to opt-out during the open enrollment period for the Hospital provided
17 medical/dental/vision insurance plan. In addition, before the close of the open
18 enrollment period, the eligible employee must provide the Hospital with
19 information in writing certifying that the employee and the employee's spouse
20 and dependents have valid health insurance coverage.

21 22 **9.7 Section 7 – Provisions.**

23 Notwithstanding the above provisions, the parties may mutually agree to
24 substitute an alternate health insurance plan that may be mutually beneficial
25 and become available prior to any plan year enrollment period.

26 27 **9.8 Section 8 – Retiree Health Benefits.**

28 Retiree Health Benefits consistent with Oregon State Law shall be as
29 provided by Hospital policy in existence at the time the employee elects to
30 retire.

31 **9.8.1 Retiree Coverage.**

32 The employer agrees to offer all retirees who otherwise meet eligibility
33 requirements health and welfare coverage under the Bay Area Hospital
34 plans in effect at the time of retirement. In doing so, it is expressly

1 understood that the hospital has no obligation to continue to make such
2 health and welfare retiree coverage available to future or past retirees
3 and Bay Area Hospital may make any changes or revisions in the retiree
4 health insurance program, the eligibility standards for participation in the
5 program, require premium contribution, increase or decrease amounts or
6 eliminate the plan completely with or without advance notice to affected
7 employees or retirees and with or without notice to the Union. The parties
8 have specifically agreed that the hospital has no obligation to create or
9 offer a retiree insurance program and once created, the hospital shall
10 have no liability if it decides to change, revise or discontinue its retiree
11 health coverage program. The Hospital shall have no duty to bargain over
12 any decision to change, revise or discontinue its retiree health coverage
13 program. The current retiree health and welfare program is as follows:

14 9.8.1.1 Retiree Health Benefits shall be as provided by Hospital
15 policy in existence at the time the employee elects to retire.
16

17 **9.9 Section 9 – Section 125 Plan.**

18 Employees may pay their portion of the monthly health insurance premium
19 with pretax dollars through The Hospital's Section 125 plan.
20

21 **9.10 Section 10 – Retirement Plan.**

22 The Hospital shall continue to provide the current retirement plan paid by the
23 Hospital.
24

25 **9.11 Section 11 – Tax Sheltered Retirement Plan.**

26 The Tax-sheltered retirement plan shall continue in effect at the Hospital.
27

28 **9.12 Section 12 – Infectious Disease.**

29 Time lost from work because of quarantine after exposure to a
30 communicable disease at work will be compensated if the nurse is
31 disqualified from nursing duties by the Hospital's infection control office,
32 when temporary work outside of patient care is not available. Examinations,
33 including laboratory tests, shall be provided at no cost to the nurse when

1 indicated because of exposure and potential exposure to communicable
2 disease while at work.

3 9.12.1 Emergency Treatment.

4 If emergency treatment received in the Emergency Department for an on-
5 the-job illness or on the job injury, the nurse shall make an application for
6 state accident benefits pursuant to existing Hospital policy.

8 **9.13 Section 13 – Bargaining Unit Classification.**

9 As a result of the implementation, repeal (judicial or legislative), or any
10 change to any federal or state mandated regulations or statutes which
11 require the Hospital to provide health insurance benefits to bargaining unit
12 employees covered by this agreement in a manner that changes the benefit
13 structure or plan design provisions in a way that will reasonably be expected
14 to increase the costs of providing such health insurance benefits over the
15 amount that would otherwise occur without such mandated changes
16 (including but not limited to changes in the structure of the health and welfare
17 benefits provided, changes to the eligibility for required Employer health and
18 welfare contributions, changes to required number of hours an employee
19 must work in order to be eligible for an Employer paid health and welfare
20 contribution or for any other reason), the Hospital shall have the right, upon
21 no less than fifteen (15) calendar days written notice to the Union, to reopen
22 the contract for renegotiation of the health care provisions of this agreement
23 exclusively limited to those issues noted above. If after a reasonable period
24 of good faith negotiations, the parties reach impasse, the Hospital may
25 implement its proposed changes to the health and welfare plan or the
26 amount of the nurses' required monthly copay obligation. The parties
27 specifically agree that there shall be no strikes, lockouts or any other
28 disruption of work of any kind during the negotiations of such changes and
29 during the remaining term of this Agreement.

31 **9.14 Section 14 – Per diem Classification.**

32 If any federal or state mandated change in the health and welfare benefits
33 provided by the Hospital to nurses covered by this Agreement requires the
34 Hospital to provide health and welfare benefits to all relief or per diem

employees, the Hospital has the right upon no less than ten (10) calendar days written notice to decrease the fifteen percent (15%) payment in lieu of benefits referenced in this labor agreement to ten percent (10%). The parties specifically agree that there shall be no strikes, lockouts, or any other disruption of work of any kind during the period of over negotiations such changes and during the remaining term of this Agreement.

9.15 Section 15 – On-Call or Part Time Classification.

Notwithstanding any other provision of this Agreement to the contrary, the Hospital shall have no obligation to make a health and welfare contribution for any month for any employee classified by the Hospital as an On-call or Part-Time less than twenty (20) hours per week employee and/or a temporary employee regardless of the number of hours worked by such employees in any calendar month except as described in Section 9.15 below or as otherwise required by the ACA.

9.16 Section 16 – Full Time Employee.

If an eligible employee remains employed as a bargaining unit employee of the Hospital but ceases to be eligible for health and welfare coverage, and such employee would be considered a “full-time” employee under the “employer shared responsibility” provisions of the ACA for a month, the Hospital and the employee shall make a health and welfare contribution for each such month. BAHSIMP agrees to accept such contributions and provide health and welfare coverage to all such “full-time” employees under the ACA. Compensable hours only include education hours, regular hours worked, PTO, ESL, military leave law hours, bereavement hours, in-service training hours, jury duty hours, paid Oregon sick time and mandatory meetings. All other compensable time is excluded.

9.17 Section 17 – Affordable Care Act.

For purposes of compliance with the Affordable Care Act requirements, the Hospital will use the IRS Approved lookback measurement period to determine part-time or per diem employees’ eligibility for health insurance coverage in the following year. Any per diem employee who receives health

1 and welfare coverage in any calendar year of this Agreement will no longer
2 be eligible for the payment in lieu of described in Article 11, Section 17.
3

4 **9.18 Section 18 – Quarantine Time Loss.**

5 In the event a nurse is required by the Hospital to quarantine after a
6 workplace exposure to a communicable disease, and the nurse is unable to
7 perform other work consistent with the quarantine order, the nurse will be
8 permitted to supplement workers' compensation benefits (if any) with
9 accrued Extended Sick Leave (ESL) benefits without first completing the
10 twenty-four (24)-hour waiting period. Nurses that do not have enough PTO or
11 ESL to cover the normal two weeks of quarantine may borrow up to forty (40)
12 hours of PTO to be borrowed from future accruals. Non-benefitted nurses
13 may use Oregon Sick Leave during the quarantine period.
14

15 **ARTICLE 10 – BENEFIT REVIEW COMMITTEE**

16 **10.1 Section 1 – Committee Composition.**

17 The Hospital and the Association agree, subject to and effective upon
18 approval by the UFCW and Teamsters bargaining units, as follows:
19

20 **10.2 Section 2 – Members.**

21 This committee shall consist of members as follows:

- 22 • Three (3) members from the Hospital's ONA bargaining units;
- 23 • Two (2) members from the Hospital's Teamsters Bargaining Unit;
- 24 • Three (3) members from the Hospital's UFCW Bargaining Unit;
- 25 • Six (6) members from the Hospital's non-represented employees,
26 management or administration.

27
28 **10.2.1 Bargaining Unit Representatives.**

29 Bargaining unit representatives shall not vote on recommendations for
30 benefit plans on a benefit plan change in which their bargaining units do
31 not participate. Union representatives may be present at all meetings of
32 the committee as non-voting members.

1 10.2.2 The Benefits Review Committee.

2 The benefits review committee membership, as outlined above, shall take
3 effect upon ratification by the last Union participating.
4

5 **10.3 Section 3 – Operation of the Benefits Committee.**

6 Each of the above members shall be voting members of the committee. The
7 committee shall be responsible for establishing its own rules of procedure by
8 majority vote. The participants on the committee described above shall be
9 paid their straight time hourly rate of pay for all time spent in performing
10 committee functions. The committee is expected to utilize the assistance of
11 outside sources to assist in its deliberations. The committee shall be
12 responsible for preparing a written recommendation regarding suggested
13 changes in the hospital's current benefit program. These written
14 recommendations must be approved by seventy-five percent (75%) or more
15 of the committee members. Recommendations for any changes in any
16 hospital benefit must also be approved by the Hospital Management Team
17 before such changes may be implemented. Any recommendation of the
18 Benefits Committee must be approved by the Hospital Board of Directors and
19 the appropriate union, before being implemented.
20

21 **10.4 Section 4 – Selection of Committee Members.**

22 Each union bargaining unit described above shall be responsible for
23 establishing their own rules regarding the selection criteria for membership
24 on the committee. The Hospital shall be responsible for determining the
25 selection criteria for the members it appoints to the committee.
26

27 **10.5 Section 5 – Ratification of Benefits Changes.**

28 It is anticipated that the committee's recommendations regarding benefit
29 changes at the Hospital are to be designed to affect all employee groups. It
30 is, however, specifically recognized that implementation of any
31 recommended benefit change in the Bay Area Hospital Health and Welfare
32 Plan benefits and/or premium costs which impact the United Food and
33 Commercial Workers bargaining unit, the Oregon Nurses Association

bargaining unit and the Teamsters bargaining unit shall be subject to the bargaining process described in Section 10.6.

10.6 Section 6 – Bargaining and Arbitration.

If the actuary of the Bay Area Hospital Health and Welfare plan recommends to modify or discontinue any aspect of the benefits provided in any of the three (3) health plans in order to maintain the financial viability of the Plan, or in the case of an annual cost increase of nine percent (9%) or more in any one (1) year or a cumulative increase of fifteen percent (15%) or more in any two (2) consecutive calendar years, the Hospital shall have the right upon no less than thirty (30) calendar days written notice to convene the Benefits Committee. The purpose of such convening is to permit the committee to attempt and reach agreement over any changes to the benefit structure of any of the three (3) health plans.

10.6.1 Agreement.

If the Committee does not reach agreement within forty-five (45) calendar days of the start of the first Committee meeting held pursuant to this Section, any party represented on the Committee may request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within five (5) calendar days of receipt of the list, the parties shall alternately strike one (1) name from the list, and the last name remaining shall be the arbitrator.

10.6.2 Selection of the Arbitrator.

No less than fourteen (14) calendar days after the selection of the arbitrator, each party shall submit their respective final positions on the proposed changes to the Plan. The arbitrator shall be obligated to select only one of the final proposals presented, in its entirety, and such decision shall be final and binding on all parties.

10.6.3 Decision Criteria.

The arbitrator shall base the decision on the following criteria:

- A. The long-term stability and viability of the Plan.
- B. The best interests of the Plan participants.

C. The equitable allocation of any increased costs of providing health, dental and vision benefits under the plan.

10.6.4 Hearing.

If the arbitrator determines it is necessary to hold a hearing, the arbitrator shall set a hearing within thirty (30) calendar days of receipt of the parties' final proposals. The cost of the arbitrator's fee will be paid evenly by the parties whose offer was not selected by the arbitrator.

10.6.5 Plan.

If the Plan consultants determine that the changes negotiated by the Committee or implemented by this Section have addressed the shortfall, benefits will be restored to those in place prior to the benefit reductions occurring or such other levels that the consultants determine is appropriate.

ARTICLE 11 – WAGES

11.1 Section 1 – Pay Plan.

The following are the base rates of pay for all nurses beginning on the dates shown. Pay step increases shall be annually on the nurse's continuous employment anniversary date provided one thousand two hundred (1,200) hours worked or on a low census rotation have been completed since the nurse's last anniversary date (equivalent hours for multiple year steps). If on the dates described below, a nurse has not met the one thousand two hundred (1,200) hours required, advancement will occur upon completion of the one thousand two hundred (1,200) hour requirement.

Effective the first full pay period including July 1, 2024: Increase the wage rates for all RN and LPN classifications contained in the labor agreement by eleven percent (11%).

Effective the first full pay period including July 1, 2025: Increase the wage rates for all RN and LPN classifications contained in the labor agreement by four percent (4.0%).

<u>RN</u> <u>Wages</u>	<u>Effective</u> <u>07/01/23</u>	<u>Effective</u> <u>07/01/24</u>	<u>Effective</u> <u>07/01/25</u>
		11.00%	4.00%
Step 1	\$ 43.08	\$ 47.82	\$ 49.73
Step 2	\$ 44.21	\$ 49.07	\$ 51.04
Step 3	\$ 45.38	\$ 50.37	\$ 52.39
Step 4	\$ 46.59	\$ 51.71	\$ 53.78
Step 5	\$ 47.83	\$ 53.09	\$ 55.21
Step 6	\$ 49.09	\$ 54.49	\$ 56.67
Step 7	\$ 50.41	\$ 55.96	\$ 58.19
Step 8	\$ 51.77	\$ 57.46	\$ 59.76
Step 9	\$ 53.17	\$ 59.02	\$ 61.38
Step 10	\$ 54.59	\$ 60.59	\$ 63.02
Step 11	\$ 55.58	\$ 61.69	\$ 64.16
Step 12	\$ 56.58	\$ 62.80	\$ 65.32
Step 13	\$ 57.61	\$ 63.95	\$ 66.50
Step 14	\$ 58.66	\$ 65.11	\$ 67.72
Step 15	\$ 59.72	\$ 66.29	\$ 68.94
Step 16	\$ 60.81	\$ 67.50	\$ 70.20
Step 17	\$ 61.92	\$ 68.73	\$ 71.48
Step 18	\$ 62.29	\$ 69.14	\$ 71.91
Step 19	\$ 62.67	\$ 69.56	\$ 72.35
Step 20	\$ 63.04	\$ 69.97	\$ 72.77
Step 21	\$ 63.27	\$ 70.23	\$ 73.04
Step 22	\$ 63.51	\$ 70.50	\$ 73.32
Step 23	\$ 63.73	\$ 70.74	\$ 73.57
Step 24	\$ 63.96	\$ 71.00	\$ 73.84
Step 25	\$ 64.20	\$ 71.26	\$ 74.11

1

<u>LPN</u> <u>Wages</u>	<u>Effective</u> <u>07/01/23</u>	<u>Effective</u> <u>07/01/24</u>	<u>Effective</u> <u>07/01/25</u>
		11.00%	4.00%
Step 1	\$ 25.22	\$ 27.99	\$ 29.11
Step 2	\$ 25.91	\$ 28.76	\$ 29.91
Step 3	\$ 26.60	\$ 29.53	\$ 30.71
Step 4	\$ 27.29	\$ 30.29	\$ 31.50
Step 5	\$ 28.02	\$ 31.10	\$ 32.35
Step 6	\$ 28.77	\$ 31.93	\$ 33.21
Step 7	\$ 29.53	\$ 32.78	\$ 34.09
Step 8	\$ 30.32	\$ 33.66	\$ 35.00
Step 9	\$ 31.14	\$ 34.57	\$ 35.95
Step 10	\$ 31.97	\$ 35.49	\$ 36.91
Step 11	\$ 32.70	\$ 36.30	\$ 37.75
Step 12	\$ 33.29	\$ 36.95	\$ 38.43
Step 13	\$ 33.89	\$ 37.62	\$ 39.12
Step 14	\$ 34.51	\$ 38.31	\$ 39.84
Step 15	\$ 35.13	\$ 38.99	\$ 40.55

Step 16	\$ 35.76	\$ 39.69	\$ 41.28
Step 17	\$ 36.42	\$ 40.43	\$ 42.04
Step 18	\$ 36.76	\$ 40.80	\$ 42.44
Step 20	\$ 37.77	\$ 41.92	\$ 43.60
Step 25	\$ 38.80	\$ 43.07	\$ 44.79

11.2 Section 2 – Credit for Prior Experience.

Nurses hired during the life of this Agreement shall be placed at the step in the wage schedule that appropriately corresponds with the nurse's experience in a relevant acute care setting. Step placement shall include, where applicable, years' credit toward advancement to the next step.

11.3 Section 3 – Shift Differential.

11.3.1 Eligibility.

All hours of a shift shall be eligible for evening or night shift differential if a majority of hours are scheduled on the applicable standard shift. The standard evening shift is 1500-2330; the standard night shift is 2300-0730. Hours for shifts worked by nurses normally not scheduled to an evening or night shift, that occurs within defined evening or night shift hours shall be paid differentials for time worked if the majority of the hours worked fall within the defined evening or night shift. Shift differentials shall not be applied to continuous hours worked in excess of a nurse's scheduled shift if less than one (1) hour in duration, except that such differentials shall apply to all night shift overtime hours. Effective July 1, 2024 the evening shift differential shall be three dollars (\$3.00) per hour and the night shift differential shall be eight dollars (\$8.00) per hour nurses with zero to three years (0-3) consecutive experience working the night shift at the Hospital and shall increase at the beginning of year four (4) of consecutive night shift experience at the Hospital to \$10.00/hour.

11.4 Section 4 – Weekend Differential.

Weekend differentials apply to all scheduled hours actually worked between midnight Friday and midnight the following Sunday. The weekend differential will be two dollars and fifty cents (\$2.50) per hour.

1 **11.5 Section 5 – Certification Pay.**

2 Upon written request, nurses who obtain and maintain a nationally
3 recognized certification associated with their primary assigned unit, shall
4 receive an additional one dollar and fifty cents (\$1.50) per hour premium
5 added to the nurse’s straight time hourly rate of pay. Proof of certification
6 must be provided to the Hospital upon request. An approved certification list
7 shall be established by mutual consent between the PNCC and Nursing
8 Administration and shall be updated on an annual basis.

9
10 **11.6 Section 6 – Standby/On Call.**

11 The following standby/on call compensation policies shall apply:

12 11.6.1 Required Standby units: Procedural units (OR, Cath Lath lab,
13 Endoscopy, PACU) and the FBC are required to cover call.

14
15 11.6.2 All benefited nurses within these units shall be required to share the
16 burden of call (FT, PT).

17
18 11.6.3 Low Census standby: All nurses who agree to remain on standby due
19 to low census needs of the hospital shall be paid six dollars (\$6.00)
20 per hour regardless of hours worked if called back to work while on
21 standby and other compensation received during the scheduled
22 standby period.

23
24 11.6.4 Mandated Call: Nurses in areas with mandated call shall be paid
25 eight dollars (\$8.00) per hour on scheduled standby. Nurses who are
26 scheduled for standby in excess of seventy-two (72) hours in a
27 payroll period, shall receive standby pay at the rate of twelve dollars
28 (\$12.00) per hour. This additional standby premium only applies to
29 assigned hours and does not apply to standby hours above the
30 payroll period maximum that occurs as a result of voluntary trades of
31 standby assignments between the employees in the department.

1 11.6.5 Actually Worked Time.

2 Time actually worked on a callback shall be paid at one and one half (1
3 1/2) times the nurse's straight time hourly rate of pay. Such payment shall
4 be a minimum of three (3) hours and shall be paid in addition to any
5 prescheduled hours worked. This three (3) hour minimum shall not apply
6 to a nurse who is working during the first thirty (30) minutes of a
7 scheduled standby/on-call shift that immediately follows the completion of
8 the nurse's scheduled shift end time.

9
10 11.6.6 Sick/Second Call Coverage: When a nurse who is not scheduled on
11 standby, is asked to cover a call shift due to unexpected illness, or an
12 unexpected unit need, as determined by the manager, shall receive an
13 additional three dollars (\$3.00) per hour while on call. Nurses who are
14 called back in shall be compensated at double time (2x) the straight
15 hourly rate for a minimum of three (3) hours, or for the amount of time
16 actually worked.

17
18 11.6.7 Call-back.

19 Call-back is defined as work performed by a nurse at the Hospital or
20 other work setting from a call or standby status.

21
22 11.6.8 Standby.

23 A nurse shall not be scheduled standby on the nurse's scheduled day
24 off without the nurse's voluntary consent.

25
26 11.6.9 Standby/On-Call.

27 Standby/On-call is a method of contingent staffing used to provide
28 staff as a response to emergent or unforeseen needs. Standby/On-call
29 is defined as a scheduled or assigned status requiring the nurse to be
30 available to report for work within thirty (30) minutes of notification
31 Scheduled standby/on-call shall be for no less than four consecutive
32 hours, unless otherwise requested by the nurse. Standby/On-call shall
33 not be scheduled or assigned outside of the Surgical Services areas,
34 Cath Lab, and FBC except in the case of a low census cancellation.

Low census standby/on-call is voluntary. Standby/On-call shall be scheduled in an equitable manner among all regular nurses in the unit.

11.6.10 Callback during a holiday: Nurses on call who are called in during a holiday shall be paid double (2 times) time in place of time and one half (1 ½) holiday pay.

11.7 Section 7 – Temporary Assignments.

A nurse temporarily assigned to a higher position and shift shall be compensated for such work at no less than the minimum rate of pay applicable to the higher position if such assignment lasts for a period of four (4) hours or more. A nurse who moves from bargaining unit employment into an interim supervisory position within Hospital employment, without a break in Hospital employment, will retain their original seniority date for up to one year while not in bargaining unit employment. After one year, the nurse's seniority will be adjusted for the period of non-bargaining unit employment in excess of one (1) year.

11.8 Section 8 – Charge Nurse.

The Charge Nurse premium will be four dollars and fifty cents (\$4.50) per hour for all hours assigned as Charge Nurse Decisions on the assignment of charge nurses shall be as described in Article 2.8. Not more than one (1) nurse shall be assigned as a charge nurse in any unit at the same time.

11.9 Section 9 – MOMS.

11.9.1 Transportation Reimbursement.

MOMS nurses who are required to use their personal automobiles for work shall be reimbursed at the rate of no less than the allowance acceptable by the Internal Revenue Service. In addition, such nurses shall be eligible for an additional payment of four hundred dollars (\$400) per year to compensate for insurance expenses related to the use of the automobile provided an automobile has been used by the employee for each of the prior twelve (12) months. If used less than twelve (12) months, this payment shall be prorated on a per month basis. Payment

1 shall be made the first full pay period after January 1st of each year for the
2 prior years' use.
3

4 **11.10 Section 10 – Telephone Consultation.**

5 This section applies only to MOMS and bargaining unit nurses in Clinical
6 Informatics. Telephone consultation, including documentation of telephone
7 contact, that is necessary for supervision, telephone conferences, and/or
8 patient evaluation or advice that is in excess of fifteen (15) cumulative
9 minutes over the assigned call period, if applicable, shall be considered
10 hours worked and shall be compensated at the applicable rate of pay from an
11 on-call status. Nurses are responsible for duly and accurately recording all
12 such working time. Waiting for return calls shall not be considered hours
13 worked. Long-distance telephone charges that are a direct result of work
14 activities as a result of required telephone consultation shall be compensated
15 by the Hospital in a timely fashion.
16

17 **11.11 Section 11 – Nurses Returning to Bargaining Unit.**

18 Any nurse returning to the bargaining unit from a separation from
19 employment of one (1) year or less duration shall be entitled to wage step,
20 fringe benefits and PTO accrual the same as enjoyed at the time of
21 separation and shall additionally be credited with their previously accrued
22 bargaining unit seniority. "Separation" shall include unpaid leaves of absence
23 and termination.
24

25 **11.12 Section 12 – BSN Pay.**

26 BSN Pay (including Bachelor of Science with a minor in nursing). Upon
27 submission of proof to the Hospital by the nurse, the nurse shall receive an
28 additional two dollars (\$2.00) per hour added to the nurse's straight-time
29 hourly rate of pay.
30

31 **11.13 Section 13 – Preceptor Pay.**

32 Any nurse performing preceptorship duties for either practicum students or
33 nurses new to the unit, shall receive an additional three dollars and fifty cents
34 (\$3.50) per hour added to the nurse's straight-time hourly rate of pay.

11.14 Section 14 – OR Coordinator Pay.

Any nurse assigned to perform coordinator duties shall receive an additional three dollars (\$3.00) per hour added to the nurse's straight-time hourly rate of pay.

11.15 Section 15 – Float Pool Pay.

Any nurse working in the float pool shall receive an additional fifteen percent (15%) for a level one tier and twenty percent (20%) for a level two tiers.

11.16 Section 16 - Rest Between Shifts.

Nurses who are called in to work will be afforded an opportunity for adequate rest at a minimum of ten (10) hours before reporting to work for their next scheduled shift. If the nurse waives the rest period, such nurse will be paid time and a half for all hours worked on the next shift after the hours actually worked due to call. Such time and a half premium will not be combined with any other time and a half or incentive premium.

11.17 Section 17 – PRN Nurse Benefits.

Nurses who are classified as PRN nurses shall receive fifteen percent (15%) in addition to the straight time hourly rate of pay in lieu of receiving PTO, medical, dental, vision insurance, life insurance, short- and long-term disability insurance, jury duty compensation, retirement contributions and bereavement, extended sick leave compensation.

11.18 Section 18 – Extra/Premium Shift Program.

The Extra Shift/Premium Pay Program is designed to encourage nurses to proactively agree to work beyond their regular staffing (FTE) commitment when there is a shortage of previously committed nurses to adequately fill a work schedule. It is recognized that the Hospital will schedule such premium shifts based on management's assessment of patient acuity, available nursing skills, cost of services and seniority in the same manner as low census call offs under Article 18, Section 18.3.

To be eligible for premium pay in any pay period, a nurse must work the nurse's regularly scheduled shifts unless PTO was scheduled and approved in advance of the posting period.

- For the purpose of premium shift pay as outlined per diem nurses must be scheduled for a minimum of four (4) shifts before being eligible for Extra/Premium Shift Pay.
- If a nurse is placed on low census in the pay period during which they had signed up for an extra/Premium shift, they will receive the premium pay even though they haven't met their regularly scheduled hours.
- The Extra/Premium Shift Pay Program is for a designated shift posted as a "Premium Shift" opening on the schedule.
- It does not apply to shift trades arranged between nurses.
- Shift commitments made during the sign-up period: The shift commitment sign-up period will occur during the first seven days following the posting of the regular work schedule.
- Nurses who voluntarily pick up shifts within the shift commitment period shall receive fifteen dollars (\$15.00) for each hour worked in the shift in addition to any eligible overtime or premium payment.
- Shifts will be awarded to the first nurse who agrees to work the extra shift that has the competencies and skills needed.

11.19 Section 19 – Emergency Staffing.

In the event a nurse not on call is called at home within two (2) hours of a start time of a shift and/or after the start of a shift, and requested by the hospital to work, such nurse shall be paid double time (2x) their base rate for any hours worked for a minimum of three (3) hours.

ARTICLE 12 – WORK RULES

12.1 Section 1 – Performance of the Functions and Services.

The parties recognize that the Employer is directly responsible to the citizens of the County and the public generally for the performance of the functions and services involved in operating Bay Area Hospital. These responsibilities cannot be delegated. For this reason, it is jointly recognized that the Employer must retain broad authority to fulfill and implement its

responsibilities and may do so by work rule, oral or written, whether such work rule now exists or may be promulgated in the future. It is agreed, however, that no new work will be promulgated or implemented which is inconsistent with a provision of this Agreement, provided that the requirements of Oregon law will always be paramount. All work rules which are now in existence shall be reduced to writing and will be furnished to the Association and to affected employees. The Employer shall give the Association and employees no less than ten (10) calendar days written advance notice of the implementation of any new work rule.

ARTICLE 13 – DISCIPLINE AND DISCHARGE

13.1 Section 1 – Disciplinary Action.

Disciplinary action may include, but will not be limited to, oral reprimand, written reprimand, placement on probation, demotion, reduction of pay by one step, suspension and discharge for just cause. To the extent that it is feasible, an oral reprimand will be given by a supervisor in a manner least likely to cause embarrassment of the nurse before other employees, patients or the public. A grievance involving disciplinary action shall be filed first with the person who originated the disciplinary action.

13.2 Section 2 – Performance Improvement Plan.

Performance improvement plans are not disciplinary actions. The goal of a performance improvement plan is to provide a tool to enable a nurse to develop skills and/or improve performance in a constructive, non-punitive setting. Performance improvement plans will outline job requirements, performance expectations, and objectives. The Hospital will seek input from the nurse in the development of a plan, but the parties acknowledge that the Hospital has the right to determine when to implement a plan and to decide on the terms set forth in the development of the plan. Any official performance improvement plan issued shall be considered null and void if the plan is not implemented, provided to the nurse within thirty (30) days, or the follow up outlined within the plan does not happen within the specified timeframe therein. If a plan is in place and there is a significant change in the

nurse's workload or assignment, the nurse may request an adjustment to the plan to address the changed circumstances.

13.3 Section 3 – Written Notice of Disciplinary Action.

No oral or written reprimand or other disciplinary action shall result in an adverse entry in the personnel records of an employee without notification to the employee of such entry. Employees will be interviewed as part of the disciplinary process. Disciplinary notices will include the date and time of delivery. The employee shall have the right to be accompanied at the interview by a representative of the Association and shall also have the right to have a written rebuttal to such adverse entry entered in the personnel records.

13.4 Section 4 – Notice of Right to Representation.

The Hospital shall advise the nurse in advance if a requested meeting may result in disciplinary action. Where an investigatory meeting may lead to disciplinary action, the Hospital will inform the nurse that they may request to have another employee or Association representative present at the investigatory meeting. The Association shall provide the Hospital and the nurses with a list identifying their authorized representatives, which list shall be regularly updated. It is the nurse's responsibility to arrange the appearance of a representative at the investigatory meeting. The names of available representatives will be shared by the Hospital with the nurse to facilitate timely scheduling of the meeting.

13.5 Section 5 – Employee Locator Systems.

Nurses shall not be disciplined based solely upon data from the call light locator system or other employee locator tracking system.

13.6 Section 6 – Suspensions Pending Investigation.

A nurse suspended pending investigation will be placed on paid administrative leave until the investigation is complete and a determination of appropriate discipline is made and communicated to the nurse and the

1 Association- not to exceed five (5) calendar days Once the investigation is
2 complete appropriate discipline, if warranted, will be administered.

3
4 **13.7 Section 7 – Disciplinary Record.**

5 A nurse will have the opportunity to have a statement included in their
6 personnel file within thirty (30) calendar days after the administration of a
7 disciplinary action.

8
9 **13.8 Section 8 – Exit Interviews.**

10 Nurses terminating employment with the Hospital will be offered an exit
11 interview. Nurses changing departments may request an exit interview. Exit
12 interviews will be offered and/or requested through Human Resources. Exit
13 interviews will be attended by a Human Resources representative or others
14 as designated.

15
16 **ARTICLE 14 - REQUIREMENT TO MAINTAIN OREGON STATE BOARD OF**
17 **NURSING ISSUED LICENSE IN GOOD STANDING**

18 **14.1 Section 1 – Good Standing.**

19 As a condition of continued employment, all nurses in the bargaining unit
20 shall maintain their license from the Oregon State Board of Nursing (“OSBN”)
21 permitting such nurse to practice nursing in the State of Oregon in good
22 standing.

23
24 **14.2 Section 2 – Notice of Restrictions or Limitations.**

25 14.2.1 Subject to this agreement.

26 Each nurse subject to this Agreement has a duty to report any OSBN
27 imposed restriction on the nurse’s license to practice nursing in the
28 State of Oregon. The nurse shall report any such limitation in writing to
29 the Hospital within five (5) calendar days of the date of the receipt by
30 the nurse or the nurse’s legal representative of the limitation imposed
31 by OSBN on the nurse. Failure to provide such written notice to the
32 Hospital within this five (5) calendar day period shall be grounds for
33 discipline and will permit the Hospital to place the nurse on an unpaid
34 suspension until the investigatory process has been completed.

1 14.2.2 Reasonable Accommodation.

2 The Hospital shall have no obligation to continue to employ any nurse
3 when OSBN imposed restrictions cannot be reasonably
4 accommodated.

5
6 14.2.3 Violation.

7 Any nurse who violates any restriction or limitations imposed by the
8 OSBN may be subject to discipline up to and including discharge.

9
10 **14.3 Section 3 – Notice of Proposed Action.**

11 Any nurse who receives a formal Notice of Proposed Action by the OSBN
12 must provide a written copy of the OSBN notice to the Hospital within five (5)
13 calendar days of the issuance and receipt by the nurse or the nurse's legal
14 representative of such notice by the OSBN. Any failure to provide the
15 Hospital with a copy of such OSBN notice is grounds for discipline and may
16 permit the Hospital to place the nurse on an unpaid administrative leave until
17 the OSBN and/or any Hospital initiated investigation process has been
18 completed.

19
20 **14.4 Section 4 – Fitness for Duty.**

21 In the event the Hospital becomes aware of any OSBN investigation of a
22 nurse employed by the Hospital and/or a formal Notice of Proposed Action by
23 the OSBN is issued to a nurse and the Hospital believes, in good faith, the
24 investigation raises a question of a nurse's fitness for duty, the Hospital will
25 promptly meet with such nurse and determine if a formal investigation by the
26 Hospital is warranted. Such meeting shall occur within ten (10) calendar days
27 of the Hospital becoming aware of allegations under investigation that raise a
28 fitness for duty issue.

29 14.4.1 Independent Investigation.

30 In the event that the Hospital determines it is necessary to conduct an
31 independent investigation into matters under investigation by the
32 OSBN. During the Hospital's investigation, the nurse shall have no
33 obligation to provide the Hospital with any document of any kind that is
34 prohibited from being disclosed to the Hospital as a result of any state

1 or federal law or court order, Administrative Law Judge order or a
2 written notification from OSBN prohibiting such disclosure, provided,
3 however, the prohibition against disclosure must expressly and
4 specifically identify the Hospital, by name, as ineligible to receive the
5 requested document(s). Any nurse who fails to cooperate with the
6 Hospital's investigation into a nurse's fitness for duty may be placed
7 on unpaid administrative leave for the remaining duration of the
8 investigation or until the OSBN has issued a final order regarding any
9 discipline to be imposed or until the Hospital determines during its
10 investigation that the nurse has or has not violated Hospital policies
11 and procedures and/or is otherwise fit or unfit to provide direct patient
12 care to Hospital patients.

13 14.4.1 Evaluation of Fitness for Duty.

14 If the Hospital has a good faith reason to believe that a nurse is
15 mentally or physical impaired to the extent such impairment would
16 reasonably impact the nurse's ability to remain fit for duty to provide
17 direct patient care, the Hospital will first meet with such nurse to
18 outline the reasons for its concern. A union representative may be
19 present if requested by the nurse. The meeting shall occur within ten
20 (10) calendar days from the date upon which the Hospital becomes
21 aware of such information. If the nurse is unavailable to meet with the
22 Hospital during such ten (10) calendar day period of time because of
23 permissible time off, the Hospital shall meet with the nurse as soon as
24 reasonably practicable. If, as a result of such meeting, the Hospital
25 believes there is a good faith question regarding the nurse's ability to
26 provide safe and effective direct patient care and/or that the nurse
27 may be unfit for duty, the Hospital may require such nurse to undergo
28 a fitness for duty evaluation by a licensed medical provider, selected
29 from a list to be mutually agreed upon by the parties. If a fitness for
30 duty evaluation is required, the nurse shall be removed from the
31 schedule and be placed on paid administrative leave for a period of up
32 to fourteen (14) consecutive calendar days from the date the Hospital
33 determines that a fitness for duty evaluation is required. This fourteen
34 (14) calendar day period may be extended if a provider selected from

the list described above is unavailable to conduct the required fitness for duty evaluation within the initial fourteen (14) calendar day period. The nurse shall fully cooperate with the requested fitness for duty evaluation including traveling to the location where the fitness for duty evaluation will occur and doing so within the fourteen (14) calendar day period described above. Failure to cooperate with this process may result in the nurse being placed on unpaid administrative leave as described in Section 14.4.1 of this Article.

14.4.2 Fitness for Duty Evaluation.

If the fitness for duty evaluation in the opinion of the medical evaluator confirms a present physical or mental condition that reasonably prevents the nurse from providing safe and effective direct patient care or indicates the nurse is otherwise unfit for duty, the Hospital shall have the right to place such nurse on unpaid suspension or administrative leave until such time as the nurse is deemed by the same qualified medical provider to be fit for duty without reasonable restrictions or limitations. If the results of the fitness for duty evaluation reveal that the nurse does not have any present medical and/or mental condition which impedes or restricts the nurse's ability to provide safe and efficient direct patient care, the nurse shall be paid for the time the nurse would have otherwise worked during their regular schedule but for the events leading to the Hospital's request for a fitness for duty evaluation. Such payment shall include any and all compensation provided to the nurse as described above.

14.4.3 Failure to cooperate.

Any nurse who fails to cooperate fully in a fitness for duty evaluation by failing to attend such examination or by failing to provide any and all information and/or documents and/or releases to obtain all required information deemed relevant by the medical professional to complete the fitness for duty evaluation may be subject to discipline up to and including termination for a failure unless prohibited from disclosure by law. The Hospital policy HR_3005 - Investigation and Reporting of

Drug Diversion describes the standards and procedures to be used by the Hospital to determine when it is appropriate for the Hospital to request a nurse submit for a fitness for duty evaluation.

14.4.5 Travel Expenses.

The nurse shall be paid for all travel expenses and will be considered on paid time while traveling to and from such evaluation and during the time spent in the evaluation process itself.

ARTICLE 15 – GRIEVANCE PROCEDURES

15.1 Section 1 – Definition.

"Grievance" shall mean a complaint relating to the application, enforcement or interpretation of the terms and conditions of this Agreement.

15.2 Section 2 – Time Limits.

Any time limits provided in this grievance procedure may be waived by mutual written agreement of the parties. A failure by the Hospital to respond within the time limits provided or agreed upon shall be deemed a rejection of the grievance, and the grievance may be filed in the next step within the time provided from the date of rejection. A grievance may be terminated at any time upon receipt of a written statement from the Association that the matter has been resolved; and a failure to submit or pursue the grievance in accordance with this procedure or with the time limits prescribed or agreed upon shall constitute an abandonment of the grievance.

15.3 Section 3 – Association and Nurse Participation.

The Association shall receive copies of all grievance notices and shall be entitled to participate in all of the grievance procedures. The Association may elect to initiate or process a grievance even if the affected nurse fails to do so. The Association shall not be required to process any grievance which it believes lack sufficient merits.

1 **15.4 Section 4 – Grievance Procedure.**

2 The steps of the grievance procedure shall be as follows:

3 15.4.1 Written Grievance.

4 After first attempting to resolve the grievance informally with the
5 nurse's Department Manager, or designee, the nurse or Association
6 may file a grievance in writing with the department manager and
7 assigned HR Representative within fourteen (14) calendar days from
8 the occurrence which is the subject of the grievance or from the time
9 of the nurse's or Association knowledge of such occurrence. The
10 written grievance shall contain a statement of the relevant facts, the
11 nature of the grievance, and the relief or remedy requested.

12
13 15.4.2 **Step 1:** Schedule a Conference with the Department Manager.

14 Within seven (7) calendar days of the receipt of the written grievance,
15 the relevant department manager (or designee) and HR
16 representative shall schedule a conference with the grievant(s), which
17 shall occur within fourteen (14) days of written receipt of the
18 grievance. A written response shall be given to the nurse within
19 fourteen (14) calendar days of the conference or notification to the
20 Association and nurse in writing that the grievance has been referred
21 to the Chief Nursing Officer (CNO). The purpose of conducting a
22 conference with the affected parties is to discuss and seek resolution
23 of the grievance. If the response is untimely, the grievance will be
24 considered automatically elevated to the next step in the process.

25
26 15.4.3 **Step 2:** Submit Grievance to Chief Nursing Officer.

27 If the grievance remains unresolved by previous action, then within
28 fourteen (14) calendar days the Association may submit the grievance
29 in writing to the Chief Nursing Officer. The Chief Nursing Officer (or
30 designee) will, within fourteen (14) calendar days of receipt of the
31 grievance from the department manager or the Association, schedule
32 a conference with the affected parties for the purpose of resolving the
33 grievance. A written response to the Association and nurse shall be
34 made by the Chief Nursing Officer (or designee) within fourteen (14)

1 calendar days after the conference. Alternatively, the Chief Nursing
2 Officer may forward the grievance to the Chief Executive Officer (step
3 3) and shall notify the association within fourteen (14) calendar days
4 after the conference.

5
6 15.4.4 **Step 3:** Submit Grievance to Chief Executive Officer

7 If the grievance remains unresolved by previous action, then within
8 fourteen (14) calendar days the Association may submit the grievance
9 in writing to the Chief Executive Officer. The Chief Executive Officer
10 (or designee) will, within fourteen (14) calendar days of receipt of the
11 grievance from the department manager or the Association, schedule
12 a conference with the affected parties for the purpose of resolving the
13 grievance. A written response to the Association and nurse shall be
14 made by the Chief Executive Officer (or designee) within fourteen (14)
15 calendar days after the conference.

16
17 15.4.5 **Step 4:** Submit to Arbitration.

18 If the grievance is not resolved after the receipt of the written response
19 from the Chief Executive Officer, then the Association may, within
20 fourteen (14) calendar days thereafter, notify the Chief Executive
21 Officer in writing of its desire to submit the matter to arbitration under
22 the following procedures:

23
24 15.4.6 Selection of Arbitrator.

25 The Association and Hospital shall select one (1) arbitrator, but if they
26 cannot agree upon an arbitrator within a period of ten (10) calendar
27 days then either party may request a list of seven (7) arbitrators from
28 the Oregon State Employment Relations Board (ERB) and the parties
29 shall alternately strike one (1) name, the last name remaining shall be
30 the arbitrator.

1 15.4.7 Arbitrator Fee.

2 The arbitrator's fee shall be borne by the loser as determined by the
3 arbitrator. Each party shall be responsible for the costs of presenting
4 its case to arbitration.

5
6 15.4.8 Arbitrator Decision.

7 No question, issue or matter shall be considered or decided in
8 arbitration except those contained in the written grievance submitted
9 to the Chief Executive Officer, or those contained in a written
10 stipulation between the parties. The arbitrator shall have no authority
11 to add to, modify or detract from this Agreement and may only
12 consider the claim based upon specific provisions of this Agreement.
13 The arbitrator shall render their decision as soon as possible.

14
15 15.4.9 Transcribing the Arbitration.

16 Either party may make a verbatim record of the arbitration proceeding,
17 or both parties may share jointly the cost of making or transcribing
18 such record.

19
20 15.4.10 Discharge of a Nurse.

21 If the grievance involves a proposed discharge of a nurse, then such
22 nurse shall be entitled to have the arbitration procedure comply with
23 constitutional due process, including the right to have an attorney
24 present, cross examine adverse witnesses and to present the
25 witnesses and evidence on behalf of such nurse.

26
27 15.4.11 Decisions.

28 Decisions on all questions properly submitted to arbitration shall be
29 final and binding upon the parties.

30
31 15.4.12 Authorization.

32 The grievant and one shop steward may be authorized by their
33 immediate supervisor(s) to process a grievance without loss of regular
34 pay, so long as such activity does not exceed two (2) hours per

1 grievance. Under no circumstance will pay be granted for time when
2 the employees would not have been scheduled to work nor for hours
3 which result in overtime.

4 5 **ARTICLE 16 – GENERAL PROVISIONS**

6 **16.1 Section 1 – Discrimination.**

7 The Hospital and Association agree to apply this Agreement equally to all
8 employees in the bargaining unit without discrimination as to age, marital
9 status, race, color, creed, sex, national origin, political affiliation or
10 physical/mental handicap or condition, where such discrimination would
11 violate federal and/or state laws; and they shall also not discriminate against
12 any nurse on account of any labor related activity which is lawful under the
13 Public Employee Relations Act of the State of Oregon.

14 15 **16.2 Section 2 – Existing Conditions.**

16 No nurse shall receive a reduction in pay or fringe benefits (including meal
17 charges and pharmacy privileges) by reason of the negotiation and adoption
18 of this Agreement.

19 20 **16.3 Section 3 – Compliance with Laws.**

21 The provisions of this contract shall comply with the constitutions, laws and
22 regulations of the United States and the State of Oregon as they now exist or
23 may be hereafter amended or interpreted. Neither party shall be required to
24 comply with or carry out any provision of this contract which is contrary to
25 any such constitution, law or regulation which is applicable thereto; and any
26 such failure to perform or comply shall not be a breach of this contract or an
27 unfair labor practice. In the event that any provision of this contract shall
28 become unlawful or noncomplying with any applicable law or regulation or
29 with a decision of a court having jurisdiction, or if such law or regulation shall
30 prevent compliance with such provision or prevent effective operation of the
31 Hospital, then the parties shall be obligated to bargain in good faith to
32 eliminate, change or amend such provision so that it will be compatible with
33 such law, regulation or decision.

1 **16.4 Section 4 – Lockout and Strikes.**

2 In recognition of the importance of the operation of the Hospital's facilities to
3 the community, the Hospital and the Association agree that there shall be no
4 lockouts by the Hospital and no strikes or any other interruptions of work by
5 the employees or the Association during the term of this Agreement.

6
7 **16.5 Section 5 – Workplace Violence.**

8 ONA commits to support and participate in the Hospital's Workplace Violence
9 Prevention Committee (WVPC) and support statewide mandated workplace
10 safety legislation. Upon any incident of physical assault upon an employee,
11 the Hospital shall offer to support the employee in reporting the incident to
12 the police. Upon request and to the extent permitted under applicable state
13 and federal law, an employee affected by an incident of workplace violence
14 will be permitted to view documented evidence of the event.

15
16 **16.6 Section 6 – Bullying.**

17 (a) The Hospital and the Association agree that mutual respect between
18 and among all employees is integral to a healthy work environment, a
19 culture of safety, and to the excellent provision of patient care.
20 Behaviors that undermine such mutual respect, including abusive or
21 “bullying” language or behavior, are unacceptable and will not be
22 tolerated. The Hospital shall have zero tolerance for bullying by
23 patients, visitors or employees.

24
25 (b) Any nurse who believes they are subject to such behavior should raise
26 their concerns with their supervisor and/or Human resources as soon
27 as possible.

28
29 (c) Any nurse who in good faith reports such behavior, or who cooperates
30 in an investigation of such behavior, shall not be subject to retaliation
31 by the Hospital, the Association, or by co-workers. Any nurse who
32 believes they are being retaliated against for reporting such behaviors
33 should raise their concerns with an appropriate supervisor, or Human
34 Resources representative as soon as possible.

1 (d) The Hospital will promptly investigate any reports of such behavior and
2 while applying appropriate discretion shall take actions, based on such
3 investigation, to prevent the reoccurrence of such behavior. The goal
4 of the investigation will be to determine if bullying has occurred.

5 **ARTICLE 17 – SENIORITY**

6 **17.1 Section 1 – Breaks in Seniority.**

7 Seniority shall be broken and the employed relationship severed by:

8 17.1.1 Resignation, termination or retirement;

9
10 17.1.2 Absence due to lay off for a period of twelve (12) months or more due
11 to lack of work;

12
13 17.1.3 Failure of an employee on lay off to report within ten (10) calendar
14 days after date of mailing of a recall notice by certified mail, return
15 receipt requested by the Employer to the employee's last known
16 address;

17
18 17.1.4 PRN nurses shall break seniority after failing to meet the
19 requirements defined in Article 2.5 and after not working three (3)
20 scheduling periods.

21
22 17.1.5 Absence from work due to work related injury for a period of in excess
23 of eighteen (18) months unless mutually extended in writing by the
24 employer and the association.

25 26 **17.2 Section 2 – Continuous Service.**

27 Seniority shall mean the length of continuous service with the Hospital in the
28 bargaining unit. Seniority shall be determined by the date of entry to the
29 bargaining unit, adjusted in accordance with Article 7, Section 7.2. In the
30 event that one or more nurses have the same date of entry into the
31 bargaining unit, seniority shall go to the nurse who has worked the most
32 hours within the bargaining unit. Seniority for LPNs shall be determined by
33 date of hire and job classification.

1 17.2.1 Scope of Agreement.

2 A nurse who has accepted or accepts employment in a position
3 outside the scope of this Agreement, without a break in Hospital
4 service, and who is later employed by the Hospital as a nurse
5 hereunder, without a break in Hospital service, will thereafter be
6 credited with their previously accrued seniority under this Agreement.

7
8 17.2.2 Length of Service.

9 Length of service for any Hospital employee outside the bargaining
10 unit shall continue to be recognized as service credit towards PTO,
11 and retirement benefits when employed as a nurse hereunder.

12
13 **17.3 Section 3 – Seniority Lists.**

14 The Hospital will post at least twice (2) in a calendar year an updated
15 seniority list which identifies the relative seniority of employees. Seniority lists
16 will be posted at least thirty (30) calendar days in advance of their effective
17 dates in March and September. If no objection to the accuracy of the list has
18 been filed with the Department of Human Resources during the posting
19 period, mistakes in the list discovered subsequently shall not result in back
20 pay liability for the Hospital.

21
22 **17.4 Section 4 – Posting of Vacancies.**

23 Vacancies or new positions shall be posted online at least seven (7) calendar
24 days before such positions are filled. Each position posting shall specify;
25 nursing unit, shift, classification, pattern schedule (if applicable), FTE (full-
26 time equivalent), minimum educational requirements for the position and
27 whether there is a standby/call requirement. Any nurse is eligible to apply for
28 such opportunities and will be interviewed and considered. Ability,
29 qualifications, experience and seniority will be considered in selection among
30 applicants. The job posting for which any nurse is awarded a position, shall
31 be retained in the employee's personnel file.

1 17.4.1 Seniority.

2 The qualified senior nurse then employed will be given the first
3 opportunity to fill the vacancy, except that such nurse must have
4 equivalent or greater related experience/post licensure related
5 education and documentation that job performance standards have
6 been met or exceeded compared to any other applicant then
7 employed.

8 17.4.2 Notification.

9 Based upon the availability of qualified applicants, selection to fill
10 permanent vacancies shall be made and applicants shall be notified
11 within four (4) weeks from the date of initial posting. The nurse
12 selected shall be scheduled into the new position no greater than one
13 (1) full posted work cycle following the date of the position award
14 unless the current manager, new manager and nurse mutually agree
15 to an alternative start date.
16

17 17.4.3 Transparency.

18 Notwithstanding any provision of this Article and/or any other provision
19 of this Agreement to the contrary, it shall not be considered a violation
20 of the parties' labor agreement for the Hospital to have a transparent
21 peer interview process to conduct nurse interviews for vacant
22 positions, training opportunities or new positions. Upon qualifying for
23 the peer review process, all qualified applicants will, upon request,
24 receive an outline of the topics to be addressed in the peer interview
25 process. The peer interview process will be used as a significant
26 component of the hiring process. When two (2) or more applicants
27 have equal ability, qualifications and experience, seniority shall be the
28 deciding factor. Recommendations by the peer interviewers regarding
29 an applicant's ability, qualifications and/or experience shall not be
30 subject to challenge unless such decisions have been made in an
31 arbitrary and capricious manner. Results of peer interviews, any
32 scoring tools used, or other factors for weighing of applicants,
33 including ability, qualifications and experience, as well as interviewers'

names, shall be made available to the Union staff representative upon request.

17.5 Section 5 – Layoff.

17.5.1 Layoffs.

Layoffs, for purposes of this contract, are defined as layoffs anticipated to exceed thirty (30) consecutive calendar days in a work unit, or a permanent reduction in the work force, or in a specific work unit. Layoffs will occur in the following manner:

17.5.2 Written Notice.

Once the Hospital determines a layoff is necessary, the Hospital will provide written notice of such anticipated layoff to the Oregon Nurses Association. Such written notice will contain the day(s) the layoff will occur, the approximate number of nurses to be laid off, the department(s) affected by the layoff, a list of the nurses anticipated to be laid off, and an offer to meet with Oregon Nurses Association representatives to discuss the impact on the bargaining unit of the anticipated layoff. Such meeting must occur within ten (10) calendar days of the date the Hospital's written layoff notice is provided to the Oregon Nurses Association.

17.5.3 Bumping.

Following the meeting between the Association and the hospital, or ten (10) days after notice given to the association if no meeting has occurred, Nurses selected for layoff will be provided written notice of such decision. They will have five (5) calendar days after receipt of such notice to elect to bump the least senior nurse(s) in the bargaining unit or accept the layoff. A nurse who elects to bump into a position held by the least senior nurse must provide written notice of such decision to the Human Resources Department within five (5) calendar days of the receipt of the notice or such nurse will be laid off without any further bumping rights.

1 17.5.4 Documentation.

2 No nurse will be permitted to bump into another position unless such
3 nurse has current appropriate documented competencies specific to
4 the unit the nurse is bumping into and the nurse has all of the required
5 current certifications for such unit.
6

7 17.5.5 Competencies.

8 The nurse bumping into a different unit must be able to demonstrate
9 the required competencies within no more than three (3) shifts or the
10 bump will be denied. If the nurse cannot successfully demonstrate the
11 competencies within three (3) shifts, the nurse will be laid off without
12 any additional bumping rights.
13

14 17.5.6 Seniority.

15 Subject to the above requirements, the most senior nurse designated
16 to be laid off shall have first choice to select a position to bump into
17 that is currently held by the least senior nurse(s) in the bargaining unit.
18 Positions eligible to be bumped into shall only be the least senior
19 position(s) in the bargaining unit (for example, if ten (10) nurses are to
20 be laid off, the most senior nurse designated to be laid off may bump
21 into any of the ten (10) least senior positions in the bargaining unit).
22 Thereafter, the next most senior nurse selected for the layoff shall
23 select the position to bump into and this process shall be repeated
24 until all nurses designated for layoff who have provided a timely notice
25 to bump have selected a position or accepted the layoff.
26

27 17.5.7 Unit or Shift Selection.

28 If a laid off or displaced nurse is dissatisfied with the unit or shift
29 selected during the bumping process, the laid off or bumped nurse will
30 be given first consideration, subject to the peer review process, in
31 filling a vacancy in the unit or on the shift of the nurse's preference
32 over less senior transfers or outside hires.

1 17.5.8 Recall.

2 Subject to the provisions of Article 17, Section 17.1 above, nurses
3 shall have reemployment rights in the reverse order of layoff. A nurse
4 that is laid off will have priority over new hires for vacant positions
5 provided such nurse meets the competency requirements for the
6 specific unit as described above. Nurses outside the Hospital shall not
7 be employed for a vacancy in a nursing unit where there is a nurse on
8 the layoff list with the required experience and qualifications, subject
9 to the competency requirements for the specific unit, as described
10 above. Reemployment will be offered by verbal and certified written
11 notice and the nurse will have seventy-two (72) hours to respond to
12 the offer upon receipt of the certified written notice, or forfeit all
13 reemployment rights. It shall be the responsibility of the laid off nurse
14 to provide the Human Resources Department with a current telephone
15 number and address. Benefits and seniority will not accumulate during
16 the period of the layoff.

17
18 **ARTICLE 18- LOW CENSUS**

19 **18.1 Section 1 – Low Census Procedure.**

20 When patient census and acuity create a need to reduce nurse staffing after
21 the schedule has been posted, individual nurses will be subject to call off
22 pursuant to the following procedures. In the application of the factors
23 described below relating to call off decisions, the primary considerations shall
24 be the maintenance, at all times, of safe patient care, continuity of care and
25 the maintenance of adequate nursing staff to serve Hospital patients. The
26 appropriate mix of skill sets, certifications required to care for the immediate
27 patient census be evaluated and determined by Nursing Leadership and
28 shall be consistent with Oregon Nurse Staffing.

29
30 **18.2 Section 2 – Low Census Call Offs.**

31 Low census call offs may occur for a portion of a scheduled shift (including a
32 decision to delay the start time of a previously scheduled nurse) or for the
33 entire scheduled shift. Nurses who are designated to be called off by Nursing
34 Leadership will be provided notice of such call off no less than one (1) hour in

advance of the nurse's scheduled shift by way of a documented telephone call or acknowledged text to the telephone number provided by the nurse to Nursing Leadership. Employees may utilize Paid Time Off (PTO) at the employee's discretion for all low census hours. A nurse may be requested to be on standby/on-call when called off for low census. Nurses shall not be both late started and placed on standby.

18.3 Section 3 – Order of Call Offs.

After evaluation of the factors described above, nurse call offs shall occur in the following manner:

1. Traveler on Premium

2. Staff on premium/overtime shift

3. Volunteers

a. The hospital shall continue to maintain a Hospital wide list of volunteers. Nurses who have signed the volunteer call off list will be called off next

4. Agency Staff

a. If permitted by the terms of the agreement between the Hospital and the agency or traveler nurse, agency, traveler, or locum tenens shall be called off under this procedure. If the Hospital is required to continue to pay agency traveler or locum tenens nurses even if such individuals are called off, such nurses will not be called off pursuant to these procedures, but neither shall they displace a nurse working their regularly scheduled and positioned hours;

5. Retirement Transition Program nurses:

6. PRN

7. Any staff working over their FTE and

8. Remaining nurses in the unit, classification and shift in rotational order, beginning with the least senior nurse.

18.4 Section 4 – Low Census Hours.

Low census hours, in the aggregate, shall not exceed twenty-four (24) hours per pay period. Call off from a shift other than a nurse's regularly scheduled and positioned hours shall not count toward these maximums. Nurses may choose to exceed these individual maximums. If all nurses on the unit have reached the maximum of twenty-four (24) hours per pay period, the low census call off priority will follow the above (18.3) criteria again. Low census hours will be tracked on each unit and it is the Nurse's responsibility to accurately log their low census hours. Nurses may volunteer to rotate out of turn.

ARTICLE 19. FLOAT POOL AND FLOATING

19.1 Section 1 – Floating Procedures

The parties agree and understand that the policy at Bay Area Hospital is that all nursing staff may be required to float to units outside their regularly assigned department (except Family Birth Center). All such assignment of nursing care shall be consistent with licensure requirements for registered professional nurses in Oregon.

When census fluctuations occur in a specific unit in the Hospital, nurses scheduled in the unit/department with low patient census may be required to float to a unit with high (or higher) patient census. The paramount consideration in such staffing adjustments will be the requirement for providing safe patient care at all times. Additional considerations include, continuity of care by the nurse assigned to specific patients, and adequate nursing staff to provide the required level of care. Whenever possible, based on these considerations, a volunteer to float shall be floated first, a traveler/agency/locum tenens/temporary nurse will be requested to float prior to PRN, Retirement Transition Program, or Regular nurses.

19.1.1 Competencies.

1 It is recognized by the parties that individual nurses have different skill
2 sets and certifications which must be appropriately mixed by
3 supervisors, managers and charge nurses to successfully maintain
4 safe patient care at all times. Nurses, when floated, will be assigned to
5 patients of the appropriate level of care for which they have
6 documented competency. Nurses shall receive basic information
7 needed to work on the unit, including unit layout, location of supplies,
8 essential unit protocols, and will have documented completion of the
9 unit safety checklist prior to receiving a patient assignment.

10 11 19.1.2 Helping Hands RN.

12 The capacity of a nurse who is floating to assist a clinical department
13 by performing tasks that they are competent to perform. The Helping
14 Hands RN does not assume a patient assignment. They work under
15 the direction of the Charge Nurse or designee.

16 17 19.1.3 Floating criteria.

18 A. The continuity of patient care within a shift;

19
20 B. Certifications, Skill sets, and competencies required by the
21 staffing plan for the float designation; and

22
23 C. Patient acuity and intensity considerations.

24
25 D. The Unit requirements from the nurses regularly assigned unit
26 may prevent a specific nurse from floating due to skill set needs
27 of the unit.

28 29 19.1.4 Floating Rotation

30 Floating assignments shall be rotated among all nurses in a unit.

31 Nurses who are required to float will do so beginning in reverse
32 seniority order. Once a nurse has floated (either voluntarily or by
33 assignment), that nurse shall go to the bottom of the list and not be
34 required to float until all other nurses in the unit who are working that

1 shift have floated. Exceptions to the floating order may be made if the
2 floating assignment requires specific skills or abilities that the nurse
3 whose turn it is to float does not possess. Displacement of nurses on
4 duty with current assignments is not permitted unless that nurse is to
5 be called off for low census.

6 7 19.1.5 New Unit Nurses

8 Upon completion of a newly hired nurse, or a transferring nurse's
9 orientation to their new home unit, such nurse shall not be floated for
10 up to three (3) months in order to afford the nurse the opportunity to
11 solidify their skills within the nurse's positioned unit/department.
12 Nurses hired into the float pool will be constrained to their floating
13 Group for the same period of time.

14 15 19.1.6 Declining Assignment:

16 If a nurse at any time during the float assignment process determines
17 in their professional judgment that the nurse does not have the skills
18 or experience required for the assignment, the nurse will follow their
19 chain of command to address the issue. This shall start with
20 discussing concerns with the unit charge nurse and escalating up to
21 the administrator on call if needed.. In that situation, another nurse
22 who has received sufficient orientation may be floated, or the
23 assignment may be modified to better match the skill set of the nurses
24 on the unit and create a safe patient assignment.

25 26 19.1.7 Floating Rotation Maximum

27 Floating hours will be tracked on each unit and are the responsibility of
28 the individual nurse. Floating off the unit will be kept at a maximum of
29 twenty-four (24) hours a pay period. If all nurses on the unit have
30 reached the floating maximum of twenty-four (24) hours per pay
31 period, the floating priority will follow the above criteria again.
32 Individual nurses may volunteer to float out of turn or to exceed these
33 maximums.

19.2 Section 2 – Float Pool Department.

The hospital shall maintain a float pool department in order to minimize requests for nurses to float from their regularly assigned departments. Float pool nurses shall be required to achieve and maintain competency, skills and certifications required to work within their Floating level as described below and will be provided with the training and education to do so. The intent is to provide department staff with support while establishing realistic expectations for staff floating into the department in order to maximize patient and staff safety. All float pool staff will start in level 1, before working in level 2.

<u>Level</u>	<u>Department(s)</u>	<u>Level Eligibility/Requirement</u>
<u>1</u>	<u>Acute Psychiatric Unit (APU)</u> <u>Medical Care Unit (MCU)</u> <u>Post Surgical Unit (PSU)</u>	<u>Must have completed required orientation, competencies and specialized training(s) in all three (3) departments listed</u>
<u>2</u>	<u>Emergency Department (ED)</u> <u>Intensive Care Unit (ICU)</u> <u>Post Anesthesia Care Unit (PACU)</u> <u>Intermediate Care Unit (IMCU)</u> <u>Short Stay</u>	<u>Must have completed required orientation, competencies and specialized training(s) in three (3) out of five (5) departments listed</u>

19.2.1 Training Opportunities.

Training opportunities that are not intended to result in a position award and are outside an assigned nursing unit/department will be offered by the manager in an email to PCS RN, with a copy sent to the ONA representative outlining the training opportunity available and the timeline to express interest. Ability, qualifications and experience will

1 be objectively considered in selection among the nurses expressing
2 an interest. In-unit opportunities shall be communicated to all nurses
3 on an assigned nursing unit/department.
4

5 **ARTICLE 20 – UNION OFFICES**

6 **20.1 Section 1 – Statewide or National Union Office.**

7 Up to two (2) bargaining unit RNs who hold statewide or national Union office
8 shall be entitled to up to twelve (12) scheduled work days release time per
9 year from scheduled work to fulfill their Union responsibilities. The Hospital
10 must receive written notification of the individual bargaining unit nurses who
11 are elected or appointed to such statewide or national union office within
12 thirty (30) calendar days of such appointment or election. In order to qualify
13 for such release time, the nurse must provide the Hospital with a minimum of
14 thirty (30) calendar days' notice of the request for such release time. In the
15 event another nurse in the bargaining unit has previously arranged to be off
16 work for the same period of time pursuant to the Hospital's normal policies,
17 the nurse elected to statewide or national office and such nurse shall confer
18 to determine which nurse shall be entitled to the time off if the Hospital
19 cannot grant the request of both employees to be off at the same time. Once
20 advance notice is granted for such requested release, such release time
21 shall be subject to the same requirements for rescission by the Hospital that
22 currently exists for rescission of granted but untaken paid time off. The
23 nurses elected or appointed to statewide or national office shall provide the
24 Hospital with a list of anticipated meeting dates for the current calendar year
25 by January 31st of such year. It is understood that some meeting dates may
26 be tentative in nature and that others may be added at a later date. The
27 nurses shall promptly inform the Hospital, in writing, of any revised or added
28 meeting dates.
29

30 **20.2 Section 2 – Local Union Office.**

31 The Hospital will comply with the provisions of ORS 243.798, which requires
32 that reasonable time granted to designated ONA representatives to engage
33 in certain activities during work hours without loss of compensation, seniority,
34 leave accrual or any other benefits. Such activities include:

1. Investigate and process grievances and other workplace-related complaints on behalf of ONA;
2. Attend investigatory meetings and due process hearings involving represented nurses;
3. Participate in or prepare for grievance proceedings under ORS 243.650 to 243.809 or that arise from a dispute involving this Agreement, including arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board;
4. Act as a representative of ONA for nurses within the bargaining unit for purposes of collective bargaining;
5. Attend labor-management meetings held by a committee composed of the Hospital, nurses and representatives of ONA to discuss employment relations matters;
6. Provide information regarding the collective bargaining agreement to newly hired nurses at employee orientations or at any other meetings that may be arranged for new employees;
7. Testify in a legal proceeding in which the nurse has been subpoenaed as a witness; and
8. Perform any other duties agreed upon by the Hospital and ONA in the collective bargaining agreement or any other agreement.

20.3 Section 3 – ONA PTO Donation.

Bargaining unit nurse representatives, as designated by the Association, shall be compensated for time spent engaged in union activity on behalf of bargaining unit members from the ONA PTO Fund as described below. Nurse Representatives may be selected from any of the work units represented by the Association. The Nurse Representative shall notify their

1 immediate supervisor prior to performing permitted Nurse Representative
2 duties during a regularly scheduled shift. If, in the supervisor's discretion, the
3 permitted activity would interfere with the work of the Nurse Representative
4 or other employees, the Nurse Representative will arrange with the
5 responsible supervisor(s) for a mutually satisfactory time to perform the
6 requested activity.

7
8 Each year, for the second payroll period in September, the Hospital shall
9 deduct one (1) hour from the earned PTO bank of each bargaining unit
10 member employed by the Hospital in a benefited position and place the
11 hours into the ONA PTO Fund along with any voluntarily donated PTO hours.
12 This ONA PTO Fund shall be maintained by the Hospital as a bookkeeping
13 account and the PTO hours deposited into such Fund shall be distributed as
14 described below.

15 20.2. 1 Distribution.

16 The ONA PTO Fund shall be distributed to Nurse Representatives'
17 PTO banks upon written request and authorization from an
18 authorized union officer but in no event will it exceed the amount
19 available in the ONA PTO Fund. Such request shall specify by
20 name the Nurse Representative who should be credited the PTO
21 and the number of hours to be transferred by the Hospital to the
22 Nurse Representatives' PTO account. Such transfers shall occur by
23 the next payroll period and shall be reflected on the recipient's
24 paycheck stub.

25
26 20.2.2. Utilization.

27 The ONA PTO Fund shall be utilized for ONA activities as
28 authorized by the bargaining unit leadership at the union's
29 discretion. The Hospital shall supply to the union a written balance
30 and accounting of donated PTO and transfers quarterly and upon
31 written request at other times. ONA PTO Fund hours shall be paid
32 to the recipient regardless of any difference in pay rates. Any PTO
33 hours remaining in the Fund shall carry forward from year to year.

ARTICLE 21 – LABOR MANAGEMENT PARTNERSHIP

21.1 Section 1 – BAH/ONA Labor-Management Partnership.

The essence of the BAH/ONA Labor-Management Partnership is communication, cooperation, involvement, pursuit of excellence, and accountability by all. Excellent organizational performance can only be achieved when everyone places an emphasis on benefiting of all Bay Area Hospital. Employees throughout the organization must have the opportunity to be involved in decisions and take actions to improve performance and better address patient needs. Together we must ensure employees, at all levels in the organization, have the skills, knowledge, information, opportunity, and authority to make sound decisions and perform effectively. Engaged and involved employees will be highly committed to their work and contribute fully to the success of the Hospital and the improved health of our patients.

21.2 Section 2 – Communication.

In an atmosphere of open communications, we can achieve our common goals of organizational success and a secure, challenging, and personally rewarding work environment for each employee. With this Agreement, the parties jointly initiate a partnership designed to increase employee understanding and participate, learning opportunities, and professional development.

21.3 Section 3 – Advisory Committee.

The Labor-Management Partnership is an advisory committee created to provide a forum for regular, ongoing communication between the ONA and the Hospital regarding issues of mutual interest. Topics for discussion may include working conditions, and other issues affecting employees in the bargaining unit, including but not limited to exploration of questions arising out of language in the negotiated agreement, as well as employee concerns not covered in the agreement. It will also be a forum for joint initiatives to improve communication, quality of care, efficiency, customer service, employee and patient safety, staff skills and career development.

1 **21.4 Section 4 – Recommendations.**

2 The recommendations of the Labor-Management Partnership to BAH Senior
3 Management and the membership of the ONA Bargaining Unit are not
4 intended to replace the collective bargaining process or the grievance
5 procedure that is outlined in Article 15 of this Agreement. It is expected that
6 increased communication and cooperation will reduce the need for formal
7 grievances. It is also not intended to supplant the Professional Nursing Care
8 Committee (PNCC) or Safety/EOC Committees of the Hospital. Issues that
9 are determined to be within the purview of these committees will be referred
10 to them for study and recommendations.

11
12 **21.4 Section 5 – Representatives.**

13 The Partnership will consist of an equal number of representatives from
14 Hospital Management and the ONA. The ONA membership on the
15 Partnership will consist of ONA representatives selected by the employees of
16 the ONA Bargaining Unit. The Labor-Management Partnership is considered
17 a Hospital committee and employees will be paid for time spent in committee
18 meetings, as mutually agreed upon by both parties, and all hours paid for
19 service on this committee will be deemed straight time hours, and will not be
20 used to qualify the employee for overtime under any provision of this
21 agreement. Partnership meetings will occur as necessary, but at least
22 quarterly. Management will make reasonable efforts to accommodate nurse's
23 attendance at these meetings. Agendas will be developed jointly. Meeting
24 minutes shall be taken. Draft minutes shall be reviewed and approved by
25 majority vote of the partnership members and final, approved minutes shall
26 be provided to all members.

27
28 **21.5 Section 6 – Employer Participation.**

29 Employee participation on the committee is voluntary. Since the benefit of
30 this committee will result from improved communications, thoughtful problem-
31 solving, and increased cooperation between the parties, the ONA and the
32 Hospital each agree to ensure that its representatives act on a spirit of good
33 faith. The committee will develop procedures for carrying out their charge.

1 **ARTICLE 22 – SUCCESSORSHIP**

2 The Hospital desires to maintain its long-established Union-Employer status and as
3 such, in the event of any sale, acquisition or transfer of its operations shall
4 encourage any successor to continue such relationship to the extent permitted and
5 governed by Oregon law. The Hospital will inform any prospective transferee of the
6 operations or facilities covered by this Agreement of the existence of this
7 Agreement, and will likewise inform ONA in advance of any transfer of the
8 operations or facilities covered by this Agreement.

9
10 **ARTICLE 23 – DURATION AND TERMINATION**

11 **23.1 Section 1 – Sole Written Agreement.**

12 This Agreement constitutes the sole written agreement between the parties
13 and shall be effective upon its ratification by both parties. This Agreement
14 shall remain in full force and effect through and including June 30, 2026 .
15 Thereafter, this Agreement shall be renewed automatically from year to year
16 unless one party shall notify the other, in writing, no later than one hundred
17 fifty (150) calendar days prior to the expiration date of intent to modify or
18 terminate this Agreement.

19
20 **23.2 Section 2 – Written Notice.**

21 Whenever such written notice is given as provided herein, this Agreement
22 shall remain in full force and effect during the period of negotiation. The
23 parties agree to meet to commence the negotiation process no later than
24 March 31, 2026

1

2

3

4

BAY AREA HOSPITAL

Karl Martin, Executive Team Co-Chair

Jennifer Collins, CNO

Jennifer Martin, Treasurer

Brian Moore, CEO and President

Julie Summers, Executive Team Secretary

Amy Walter, Executive Team Grievance Chair

Makayla Sepich, PNPC Chair

Chandler Marcott, Member-at-Large

Carrie Garrett, Member-at-Large

Bridget Lovelace, Labor Representative

Appendix A

Family Birth Center

The parties agree that the Family Birth Center shall be a closed unit. The parties agree that all terms and conditions of the existing labor agreement will apply to all ONA represented bargaining unit employees.

Terms and conditions of being a closed unit:

1. All FBC nurses including full-time, part-time and PRN nurses will be considered part of the closed unit.
2. Nurses wishing to volunteer to float outside the unit to obtain additional hours or in times of low census may be considered after all volunteers in non-closed units have been floated first, regardless of seniority
3. FBC schedule will be drafted by designated scheduler, approved by unit manager.
4. Master schedule is posted fourteen (14) days prior to the start of the schedule, with available call circles/skill needs.
5. Open call circles will be filled first by volunteers.
6. To assist with staffing shortages and needs, all FBC nurses, including PRN nurses, may be required to pick up a maximum of twelve (12) hours of call. Nurses may volunteer for more than twelve (12) hours of call, but will not be assigned more than twelve (12) hours, including the volunteered time. In the event that there are no volunteers for call shifts, open call circles will be assigned by unit manager in four (4) hour increments, based on skill needs and then by reverse seniority. This will be posted ten (10) days prior to the start of the schedule. A total of twelve (12) hours of assigned call per nurse.
7. A nurse will not be assigned call: (a) During a period of approved time off; (b) During their scheduled weekend off; (c) if the call would result in the nurse

- 1 working more than twelve (12) hours in a shift or (d) if the call would result in
2 less than ten (10) hour rest period between shifts.
3
4 8. When a nurse is scheduled, but is low censused, and a standby or partial
5 shift nurse is needed, a nurse cannot decline such request .
6
7 9. The hospital will not place a nurse on a partial shift and on standby at the
8 same time.

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 BAY AREA HOSPITAL FOR July 25th, 2024 through June 30, 2026.

Signature: _____

Today's
Date: _____

Mailing
Address: _____

Home	Work
Phone	Phone:
_____	_____

Email: _____

Unit:	Shift:
_____	_____