

**PROFESSIONAL AGREEMENT**

**BETWEEN**

**OREGON NURSES ASSOCIATION**

**AND**

**GOOD SHEPHERD MEDICAL CENTER**

**Effective July 1, 2024, through May 31, 2026**



## TABLE OF CONTENTS

<b>PROFESSIONAL AGREEMENT .....</b>	<b>1</b>
<b>WITNESSETH.....</b>	<b>1</b>
<b>ARTICLE 1 – DEFINITIONS .....</b>	<b>1</b>
1.1 NURSE.....	1
1.2 CONTINUOUS EMPLOYMENT.....	1
1.3 REGULAR FULL-TIME NURSE.....	1
1.4 REGULAR PART-TIME NURSE.....	2
1.5 TEMPORARY/TRAVEL NURSE.....	2
1.6 PER DIEM NURSE.....	3
1.7 SHIFT CHARGE NURSE.....	3
1.8 WAGES.....	3
1.9 STRAIGHT TIME PAY.....	3
1.10 REGULAR HOURLY RATE OF PAY.....	4
1.11 LOW CENSUS.....	4
1.12 LOW CENSUS STANDBY (LCSB).....	4
1.13 ON-CALL.....	4
1.14 PREMIUM PAY.....	4
1.15 FLOAT POOL NURSE.....	4
1.16 CORE POSITIONS.....	5
<b>ARTICLE 2 – RECOGNITION AND MEMBERSHIP.....</b>	<b>5</b>
2.1 RECOGNITION OF ASSOCIATION.....	5
2.2 AGREEMENT COPIES.....	6
2.3 PROFESSIONAL ACTIVITIES.....	6
2.4 EXPRESSLY PROVIDED BY THIS AGREEMENT.....	6
2.5 MEMBERSHIP DUES.....	7
2.6 ONA MEMBERSHIP.....	7
2.7 DATE OF HIRE.....	8
2.8 NEW HIRE ORIENTATION.....	8
2.9 BULLETIN BOARDS.....	8
2.10 NEGOTIATIONS.....	9

<b>ARTICLE 3 – EQUALITY OF EMPLOYMENT OPPORTUNITY.....</b>	<b>9</b>
3.1 NONDISCRIMINATION. ....	9
3.2 .....	9
<b>ARTICLE 4 – COMPENSATION .....</b>	<b>10</b>
4.1 WAGE SCALE. ....	10
4.2 STEPS.....	10
4.3 MEAL DISCOUNTS. ....	10
4.4 PRIOR NURSING EXPERIENCE. ....	10
4.5 MILEAGE REIMBURSEMENT. ....	10
4.6 GS HOME HEALTH AND VJM HOSPICE. ....	10
4.7 BUSINESS CALLS. ....	11
4.8 TROUBLE SHOOTING PROBLEMS. ....	11
<b>ARTICLE 5 – PAID TIME OFF (PTO).....</b>	<b>11</b>
5.1 VACATIONS, HOLIDAYS, & SICK LEAVE.....	11
5.2 ELIGIBILITY. ....	11
5.3 ACCRUAL. ....	12
5.4 USE OF PTO. ....	13
5.5 HOLIDAYS.....	16
5.6 EXTENDED ILLNESS BENEFIT (EIB).....	18
5.7 PTO ACCRUAL DURING LEAVES OF ABSENCE. ....	19
5.8 USE OF ACCRUED EIB.....	19
5.9 PTO CASH OUT.....	19
5.10 ACCRUED PTO & EIB. ....	19
5.11 TERMINATE EMPLOYMENT. ....	19
5.12 SHORT-TERM DISABILITY (STD).....	19
5.13 PAID LEAVE OREGON. ....	20
<b>ARTICLE 6 – HOURS OF WORK.....</b>	<b>20</b>
6.1 BASIC WORK WEEK. ....	20
6.2 HOURS.....	20
6.3 MEAL PERIODS. ....	21
6.4 OVERTIME COMPENSATION.....	21
6.5 OVERTIME PAY. ....	23

6.6	REST PERIODS. ....	23
6.7	FULL-TIME AND PART-TIME.....	24
6.8	LOSS OF FRINGE BENEFITS.....	25
6.9	REGULARLY SCHEDULED FULL-TIME & PART-TIME NURSES.....	25
6.10	OVERTIME. ....	25
6.11	SHIFT CHANGE OVER. ....	25
6.12	SPECIAL CLOTHING. ....	26
6.13	STATUS OF PART-TIME & PER DIEM. ....	26
6.14	TIME CLOCK.....	26
<b>ARTICLE 7 – EMPLOYMENT STATUS .....</b>		<b>27</b>
7.1	RIGHT TO HIRE. ....	27
7.2	TRIAL PERIOD.....	27
7.3	INTENT TO RESIGN. ....	28
7.4	NOTICE OF TERMINATION.....	28
7.5	WRITTEN DISCIPLINARY NOTICES. ....	28
7.6	EXIT INTERVIEW. ....	29
7.7	PROBATION. ....	29
7.8	ORIENTATION. ....	29
7.9	NEWLY LICENSED NURSES. ....	30
<b>ARTICLE 8 – LEAVES OF ABSENCE .....</b>		<b>31</b>
8.1	LEAVE OF ABSENCE. ....	31
8.2	LEAVE FOR ON THE JOB INJURIES/ILLNESS. ....	31
8.3	VALID LEAVE. ....	32
8.4	SERVICE IN THE ARMED FORCES.....	32
8.5	PREVIOUSLY ACCRUED BENEFITS. ....	32
8.6	PARENTAL LEAVE.....	32
8.7	BEREAVEMENT LEAVE. ....	32
8.8	JURY DUTY.....	33
8.9	TESTIFYING. ....	33
<b>ARTICLE 9 – HEALTH AND WELFARE.....</b>		<b>33</b>
9.1	IMMUNIZATIONS.....	33
9.2	INSURANCE WAITING PERIOD.....	34
9.3	INDUSTRIAL ACCIDENT INSURANCE.....	35

9.4 DISCOUNTS.....	35
9.5 INSURANCE/ACCIDENTAL DEATH INSURANCE.....	36
9.6 VISION PLAN.....	36
9.7 PROOF OF ENROLLMENT.....	37
9.8 JOINT COMMITTEE ON INSURANCE.....	37
<b>ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURE .....</b>	<b>37</b>
10.1 REPRESENTATIVE ACCESS.....	37
10.2 STRIKES & LOCKOUTS.....	37
10.3 GRIEVANCE.....	38
10.4 GRIEVANCE PROCEDURE.....	38
10.5 ARBITRATOR.....	40
10.6 RESPONSE TIME.....	40
10.7 COST OF ARBITRATION.....	40
10.8 RESOLUTION.....	40
<b>ARTICLE 11 – PROFESSIONAL DEVELOPMENT .....</b>	<b>40</b>
11.1 EDUCATIONAL OPPORTUNITIES.....	40
11.2 PROFESSIONAL DEVELOPMENT.....	41
11.3 EDUCATIONAL PROGRAMS.....	41
11.4 TRAINING.....	42
11.5 CONTINUING EDUCATION.....	42
11.6 PAID EDUCATION LEAVE.....	42
11.7 THE PNCC/EDUCATION COMMITTEE.....	43
11.8 EDUCATIONAL REQUESTS.....	43
11.9 PNCC/EDUCATION COMMITTEE PAY.....	44
11.10 ORAL PRESENTATIONS.....	44
11.11 CERTIFICATION PREMIUM.....	44
11.12 CLINICAL LADDER.....	45
11.13 MEETING ATTENDANCE.....	45
<b>ARTICLE 12 – SENIORITY .....</b>	<b>45</b>
12.1 SENIORITY ROSTER.....	45
12.2 TERMINATION.....	46
12.3 TRIAL PERIOD.....	46
12.4 EVENT OF A LAYOFF.....	46

12.5	NOTICES OF OPENINGS AND HIRING PROGRESSION. ....	47
12.6	WORK ASSIGNMENTS. ....	47
12.7	LOW CENSUS STANDBY. ....	48
12.8	LOW CENSUS. ....	49
12.9	LOW CENSUS LIMITS. ....	49
<b>ARTICLE 13 – PRORATED BENEFITS FOR REGULAR PART-TIME NURSES .....</b>		<b>50</b>
13.1	PRORATED PTO & EIB. ....	50
13.2	BENEFITS OTHER THAN WAGES. ....	50
<b>ARTICLE 14 – MANAGEMENT RIGHTS .....</b>		<b>51</b>
14.1	ASSOCIATION RECOGNIZES. ....	51
14.2	SCOPE OF AGREEMENT. ....	51
14.3	NON-GRIEVABLE. ....	52
<b>ARTICLE 15 – SEPARABILITY .....</b>		<b>52</b>
15.1	FORCE & EFFECT. ....	52
<b>ARTICLE 16 – APPENDICES .....</b>		<b>52</b>
16.1	APPENDICES A, B, C, D, & E. ....	52
<b>ARTICLE 17 – PATIENT CARE/PROFESSIONAL NURSING CARE COMMITTEE ...</b>		<b>52</b>
17.1	NURSES SUBMITTED RECOMMENDATIONS. ....	52
17.2	PROFESSIONAL NURSING CARE COMMITTEE. ....	52
<b>ARTICLE 18 – RETIREMENT BENEFITS .....</b>		<b>53</b>
18.1	ANNUITY. ....	53
18.2	HOSPITAL MATCHING. ....	54
18.3	CONTRIBUTION TIMELINE AND STATEMENTS. ....	55
18.4	ADDITIONAL PTO OR HIGHER RETIREMENT CONTRIBUTION. ....	55
18.5	FAILURE TO ENROLL. ....	55
18.6	ANY CHANGE TO THE RETIREMENT PLAN. ....	56
18.7	TERMINATION AND REHIRE. ....	56
<b>ARTICLE 19 – ENTIRE AGREEMENT .....</b>		<b>56</b>
19.1	ENTIRE AGREEMENT. ....	56
<b>ARTICLE 20 – DRUG AND ALCOHOL POLICY .....</b>		<b>56</b>

20.1	RATIFICATION.....	56
<b>ARTICLE 21 – DURATION AND TERMINATION .....</b>		<b>57</b>
21.1	EFFECTIVE DATE.....	57
21.2	REOPENERS.....	57
22.1	ARTIFICIAL INTELLIGENCE IN PATIENT CARE.....	57
22.2	GAI INTEGRATION. ....	57
22.3	PROTECTION AGAINST DE-SKILLING AND JOB LOSS. ....	58
22.4	WORKER PRIVACY AND TRACKING DEVICES. ....	58
22.5	ACCOUNTABILITY IN CLINICAL DECISIONS. ....	58
22.6	TRANSPARENCY.....	59
22.7	DISCUSSIONS.....	59
22.8	GAI SYSTEM TRAINING.....	59
22.9	PROTECTION FROM RETALIATION.....	60
22.10	DATA USAGE IN DISCIPLINARY ACTIONS.....	60
<b>SIGNATURE PAGE .....</b>		<b>61</b>
<b>APPENDIX A .....</b>		<b>62</b>
A.1	HOURLY RATES.....	62
A.2	SHIFT DIFFERENTIAL.....	62
A.3	SHOW-UP.....	64
A.4	TEMPORARY ASSIGNMENT. ....	64
A.5	PROMOTIONAL ADVANCEMENT. ....	64
A.6	COVERED BY THIS AGREEMENT. ....	65
A.7	SHIFT CHARGE NURSES.....	65
A.8	PRECEPTOR DIFFERENTIAL. ....	65
A.9	WEEKEND DIFFERENTIAL. ....	65
A.10	EXTRA SHIFT PREMIUM.....	65
A.11	CRISIS BONUS PAY.....	66
A.12	RN FIRST ASSIST.....	67
A.13	FLOAT POOL NURSE PREMIUM. ....	67
A.14	SANE NURSES.....	68
A.15	TRANSLATION DIFFERENTIAL. ....	68
A.16	RN STEP SCALE .....	69
A.17	LPN STEP SCALE.....	70

<b>APPENDIX B – ALTERNATE SHIFT AGREEMENT.....</b>	<b>71</b>
B.1 MUTUALLY AGREEABLE.....	71
B.2 CONSULTATION. ....	71
B.3 SHIFT DIFFERENTIAL & HOLIDAY PREMIUM. ....	71
B.4 SHIFTS & OVERTIME PAY. ....	71
B.5 SHIFT LENGTHS.....	71
B.6 PART-TIME NURSES ACCRUAL.....	72
B.7 BREAKS.....	72
B.8 REST PERIOD.....	72
B.9 CEASE WORKING. ....	72
B.10 LCSB. ....	72
<b>APPENDIX C – SURGICAL SERVICE DEPARTMENT CALL SCHEDULING .....</b>	<b>73</b>
C.1 OPERATING ROOM (OR), DAY SURGERY/POST-ANESTHESIA CARE UNIT (PACU). ....	73
C.2 REGISTERED NURSE FIRST ASSIST (RNFA).....	75
C.3 HOLIDAY CALL .....	75
C.4 LOW CENSUS. ....	76
<b>MEMORANDUM OF UNDERSTANDING.....</b>	<b>77</b>
<b>APPENDIX D - HOME HEALTH AND HOSPICE CALL.....</b>	<b>80</b>
<b>APPENDIX E – CHILDREN’S CENTER.....</b>	<b>81</b>
<b>NIGHTINGALE TRIBUTE .....</b>	<b>85</b>
<b>CONTRACT RECEIPT FORM .....</b>	<b>88</b>



1 **PROFESSIONAL AGREEMENT**

2 This Agreement is between the Oregon Nurses Association, herein called the  
3 “Association,” and the Good Shepherd Medical Center, herein called the “Hospital.”

4  
5 **WITNESSETH**

6 The intention of the Agreement is to formalize a mutually agreed-upon and  
7 understandable working relationship between the Hospital and the Association with  
8 respect to wages, hours of service, general conditions of employment and  
9 communication, to the end that the dedicated common objective of superior patient  
10 care may be harmoniously obtained and consistently maintained.

11  
12 For and in consideration of the mutual covenants and undertakings herein  
13 contained, the Hospital and the Association do hereby agree as follows:

14  
15 **ARTICLE 1 – DEFINITIONS**

16 **1.1 Nurse.**

17 “Nurse” is defined as a Registered Nurse or Licensed Practical Nurse  
18 employed in the Hospital, Good Shepherd Home Health and Vange John  
19 Memorial (VJM) Hospice.

20  
21 **1.2 Continuous Employment.**

22 “Continuous Employment” is defined as the performance of all hours of  
23 employment assigned the nurse, recognizing authorized time off, Low  
24 Census, on call days and low census standby days.

25  
26 **1.3 Regular Full-Time Nurse.**

27 “Regular Full-Time Nurse” is defined as one who has satisfactorily completed  
28 the trial period and who is normally scheduled to work thirty-five (35) hours or  
29 more per week, recognizing that PTO, jury duty, Low Census and LCSB days  
30 are time worked for purposes of defining employment status.

1 **1.4 Regular Part-Time Nurse.**

2 “Regular Part-Time Nurse” is defined as one who has satisfactorily  
3 completed the trial period and who is regularly scheduled to work less than  
4 thirty-five (35) hours per week.

5

6 **1.5 Temporary/Travel Nurse.**

7 **1.5.1** “Temporary Nurse” is defined as one who is hired for a specific period  
8 of time for PTO relief or other specific temporary relief. Temporary  
9 nurses who are employed in excess of three (3) consecutive months  
10 shall be deemed regular employees and shall be entitled to fringe  
11 benefits as recognized by this Agreement, commencing with the  
12 beginning of the next calendar month.

13

14 **1.5.2** “Travel/Agency Nurse” is a licensed nursing professional (RN or LPN)  
15 employed by a third-party agency/independent contractor who  
16 provides services for the hospital when needed to meet its staffing  
17 plan. The parties share a mutual goal of encouraging retention of  
18 permanent employees and reducing the Hospital’s use of  
19 travel/agency nurses and therefor agree:

20 1. Any position filled by a travel/agency nurse, other than a  
21 temporary position as defined in Section 1.5.1, must remain  
22 posted until filled by a regular benefited nurse.

23

24 2. A travel agency nurse normally shall not work more than  
25 eighteen (18) consecutive months. Once a traveler leaves  
26 Good Shepherd, they must leave for six (6) months before  
27 being contracted again for services. The parties shall meet and  
28 confer before a travel/agency nurse is extended beyond the  
29 eighteen (18) month limitation or re-contracted before six (6)  
30 months, where the Hospital is unable to fill the position.

1 **1.6 Per Diem Nurse.**

2 “Per Diem Nurse” is defined as a nurse who is scheduled at least one shift  
3 per month, but not less than three (3) shifts per quarter to cover short-term  
4 absences and unanticipated daily workload increases, and who is otherwise  
5 on a call list available to work on a reasonable basis, including weekends  
6 and holidays. A Per Diem nurse shall receive a fifteen percent (15%)  
7 differential of their straight time pay in lieu of all benefits except holiday pay  
8 and pro rata Oregon Sick Leave for all hours worked. Low census days shall  
9 count as days worked for purposes of this section. However, education hours  
10 do not count towards meeting the minimum number of shifts worked.  
11 Whenever the Hospital is unable to schedule a Per Diem nurse, this  
12 requirement may be waived by the Hospital. A Per Diem nurse shall be  
13 expected to be scheduled and/or work at least one (1) holiday per year.

14  
15 **1.7 Shift Charge Nurse.**

16 “Shift Charge Nurse” is defined as a registered nurse who is temporarily  
17 assigned responsibility for coordinating patient care for the nursing unit by  
18 assigning and supervising work to be done by personnel with equivalent or  
19 less training, experience, or skills. Shift Charge Nurse role may be assigned  
20 by the nurse manager, or the shift supervisor and will be rotated to build skills  
21 and experience.

22  
23 **1.8 Wages.**

24 Wages are defined as the hourly rate of pay plus shift differential, shift  
25 charge pay, overtime, and any other applicable premium pay.

26  
27 **1.9 Straight Time Pay.**

28 “Straight Time Pay” is defined as the hourly rate of pay.

1 **1.10 Regular Hourly Rate of Pay.**

2 “Regular Hourly Rate of Pay” is straight time plus any applicable premiums  
3 determined by experience /skills /education (e.g. certification pay, clinical  
4 ladder pay, etc.) and premiums determined by work/shift status (e.g. shift  
5 differential, shift charge nurse pay, etc.). Does not include overtime.

6  
7 **1.11 Low Census.**

8 Low Census-is defined as a scheduled day or partial day for which the nurse  
9 is released from responsibility to work because of a lack of work. Also known  
10 as “stay home.”

11  
12 **1.12 Low Census Standby (LCSB).**

13 “Low Census Standby (LCSB)” is a shift or partial shift for which the nurse  
14 will be compensated for remaining available to come to work should work  
15 become available.

16  
17 **1.13 On-Call.**

18 On-Call – when a nurse remains available for additional hours on a call-in  
19 basis, outside their scheduled shift.

20  
21 **1.14 Premium Pay.**

22 “Premium Pay” – payment of greater than straight-time pay for work that  
23 would not otherwise qualify as overtime.

24  
25 **1.15 Float Pool Nurse.**

26 “Float Pool Nurse” is defined as a regularly scheduled and benefited nursing  
27 position posted and awarded as specified in Article 12.5. A nurse awarded a  
28 float pool position shall be expected to orient, maintain  
29 competencies/requirements, and float to up to two (2) designated nursing  
30 units. However, a nurse may choose to float to more than two (2) units with  
31 Hospital approval. A nurse shall be required to have two (2) years’  
32 experience to participate in the float pool. Float pool nurses shall be assigned  
33 a base shift. A float pool nurse shall receive a work assignment at the  
34 beginning of each work shift based on Hospital’s need at that time. Float pool

1 nurses shall not be routinely assigned to serve as a Shift Charge Nurse. The  
2 float pool supervisor shall designate the unit meetings to be attended by  
3 each individual float pool nurse. A float pool nurse shall not be required to  
4 take low census, however, in no case should a float pool nurse work longer  
5 than two (2) hours in place of another staff nurse while that nurse is on  
6 involuntary low census standby.

## 7 8 **1.16 Core Positions**

9 Core positions are Core Schedule, Flexible Schedule, and Variable  
10 Schedule.

11 **1.16.1** “Core Schedule” – A core schedule is one that retains the same days  
12 of work pattern over a repeating two- (2-) or four-week (4-) period.

13  
14 **1.16.2** Flexible Schedule – A flexible schedule or “flex” position is one that is  
15 scheduled for either day shift or night shift, but not both. Nurses in  
16 flexible positions might not work the same days of the week from week  
17 to week. Their schedule might change month to month. Scheduled  
18 days will be posted with the monthly schedule.

19  
20 **1.16.3** Variable Schedule – A variable or “varied” schedule position is one  
21 that may alternate shifts, day, night, or evening. Variable schedules  
22 are “core” positions. The Association and Hospital agree that variable  
23 schedules are not optimal and will be used only as a last resort or to  
24 accommodate a specific request or preference of a nurse.

## 25 26 **ARTICLE 2 – RECOGNITION AND MEMBERSHIP**

### 27 **2.1 Recognition of Association.**

28 The Hospital recognizes the Association as the collective bargaining  
29 representative of its Registered Nurses and Licensed Practical Nurses with  
30 respect to rates of pay, hours of work, and other conditions of employment.  
31 Excluded from the bargaining unit are Nurse Managers, Assistant Nurse  
32 Managers, the Vice President of Nursing Services, Supervisors as defined in  
33 the Act, Assistant Director of Nurses, and all other employees.

1 The Hospital and the Association agree that any non-supervisory positions  
2 for which an RN license is required or preferred are recognized under this  
3 agreement. The Hospital will provide the Association with written notice and  
4 a job description of any position it believes to be a non-bargaining unit  
5 position. The Hospital's notice to the Association will be provided at least  
6 thirty (30) calendar days prior to posting the position. Upon request of the  
7 Association, the parties will meet to determine if the position is properly  
8 excluded from the bargaining unit using the criteria in Section 2.1 and the  
9 actual job duties of the position in comparison with positions already in the  
10 bargaining unit. If the parties are unable to reach consensus, then the  
11 Association may file a grievance. Should an arbitrator find that the position  
12 properly belongs in the bargaining unit, then the arbitrator will be authorized  
13 to require the Hospital to pay the Association all outstanding dues. Failure of  
14 the Hospital to provide appropriate notice will extend any timelines for  
15 Association to request a meeting and file a grievance.

16

17 **2.2 Agreement Copies.**

18 The Hospital agrees to provide each new nurse with a copy of this  
19 Agreement to be provided by the Association. The Collective Bargaining  
20 Agreement is also available online to nurses at [www.oregonrn.org/60](http://www.oregonrn.org/60).

21

22 **2.3 Professional Activities.**

23 The Hospital encourages nurses to be actively involved in the professional  
24 activities of their professional organization.

25

26 **2.4 Expressly Provided by this Agreement.**

27 Unless expressly provided by this Agreement, nothing in this Agreement  
28 shall serve to reduce benefits enjoyed by nurses employed by the Hospital  
29 from the date of the signing of this Agreement forward.

1 **2.5 Membership Dues.**

2 The Hospital will deduct Association membership dues or fair share from the  
3 wages of each nurse who voluntarily agrees to such deduction and who  
4 submits an appropriate authorization to the Hospital in writing stating the  
5 amount and timing of such authorized deductions. Deductions shall be made  
6 monthly and remitted to the appropriate association except when a nurse is  
7 in a non-pay status and no funds are available to make the deduction.

8  
9 **2.6 ONA Membership**

10 **2.6.1 Nurses:** All nurses who are currently members of the Association shall  
11 remain members. All nurses who are not currently members and who  
12 have not previously sent their written notice described below of their  
13 intention not to join shall have thirty (30) days from the execution of  
14 this Agreement to mail or deliver such written notice to the Association  
15 of their intention not to join. Nurses electing not to join shall not be  
16 required by this Agreement to contribute to the Association.

17  
18 All nurses hired after the effective date of this Agreement shall have  
19 the option of becoming Association members, to be exercised as  
20 follows. Nurses shall have thirty (30) calendar days in which to mail or  
21 deliver written notice to the Association of their intention not to join.  
22 Notice must be postmarked within thirty (30) days period to be  
23 effective. Nurses electing not to join shall not be required by this  
24 Agreement to contribute to the Association.

25  
26 Nurses who do not notify the Association of their intent not to join as  
27 set forth above shall be required to do one of the following within thirty  
28 (30) days of their hire:

- 29 1. Join the Association; or  
30  
31 2. Pay to the Association the designated fair share of the cost of  
32 contract negotiations and administration.

3. In order to safeguard the rights of non-Association nurses, nurses who have bona fide religious objections to making contributions to a labor union may pay an amount of money equivalent to regular Association dues or fair share to a charity mutually agreed upon by the nurse and the Association.

## **2.7 Date of Hire.**

Approximately at the start of each contract year the Hospital will provide the Association with a list of names, addresses, birth dates, RN/LPN license number, date of hire and classification of all employees in the bargaining unit. Monthly, the Hospital will notify the Association and the Membership Chair of the bargaining unit or designee of new hires and transfers into the bargaining unit (providing the same information as requested above); and terminations and transfers out of the bargaining unit within thirty (30) days.

## **2.8 New Hire Orientation.**

The Hospital will email the Association and the Membership Chair of the bargaining unit or designee monthly a list of names and addresses of newly employed nurses. The Association will be provided thirty (30) minutes during new hire orientation to advise new hires on the existence of a collective bargaining agreement. Time spent discussing the Association and agreement is not work time and shall not be compensated time for the Association representative. This time will be compensated for the new hire.

## **2.9 Bulletin Boards.**

**2.9.1** The Hospital will provide a single bulletin board in each nursing unit located in the nursing break room. The bulletin boards will not exceed 18" x 24" in size.

1. The bulletin boards shall be for exclusive use of the Association.
2. All postings shall be professional in nature and shall not include any type of defamatory material.

1                   3.     All Association postings within the hospital shall be confined  
2                                   to these designated bulletin boards.

3

4     **2.10 Negotiations.**

5             During contract negotiations, the Hospital will pay at their regular rate, up to  
6             eight (8) nurses who are selected by their peers as the Negotiation Team.  
7             They will be paid for time spent in face-to-face meetings and caucus during  
8             the days designated for bargaining. An attendance list will be maintained for  
9             this purpose. The Association will notify the Hospital of the names of the  
10            Negotiation Team members prior to the start of negotiations.

11

12                   **ARTICLE 3 – EQUALITY OF EMPLOYMENT OPPORTUNITY**

13     **3.1 Nondiscrimination.**

14            The Hospital and the Association agree that the provisions of this Agreement  
15            shall be applied without regard to race, religion, color, age, gender  
16            identification, sexual orientation, national origin, and/or physical handicap  
17            which can be reasonably accommodated in all aspects of employment, or  
18            any other classification protected under applicable federal, state, or local  
19            nondiscrimination law. There shall be no discrimination by the Hospital  
20            against any nurse on account of membership in or lawful activity on behalf of  
21            the Association, provided that it does not interfere with normal Hospital  
22            routine, or nurse duties or those of other Hospital employees. There shall be  
23            no discrimination by the Association against any nurse on account of their  
24            refusal to join the Association or contribute a fair share.

25

26     **3.2**    The Association agrees to the Respectful Workplace Policy as presented on  
27            April 3, 2024. The Hospital agrees to provide written notification of any  
28            updates and/or changes to this policy within thirty (30) days. Any material  
29            changes to this policy must be agreed upon between the Association and the  
30            Hospital.

## ARTICLE 4 – COMPENSATION

### 4.1 Wage Scale.

The wage scale is set forth in Appendix A attached hereto which by this reference is made a part hereof.

### 4.2 Steps.

All nurses shall progress to the next pay step on the wage scale on the first day of the next full pay period following the date of their anniversary of employment.

### 4.3 Meal Discounts.

The Hospital shall continue to allow all nurses to purchase Hospital meals at a twenty-five percent (25%) discount.

### 4.4 Prior Nursing Experience.

Nurses who have had prior nursing experience shall be hired at the-step increment commensurate with previous nursing experience as determined by the Hospital except those nurses with less than a year of relevant experience will be hired at the base rate appropriate for their classification of employment. Previous nursing experience is gained in any work for which a nursing license is required or preferred. For Registered Nurses: work as a Licensed Practical/Vocational Nurse (LPN/LVN) will be counted at half rate for purposes of placement on the RN wage scale.

### 4.5 Mileage Reimbursement.

Nurses required to use their own automobile during work hours shall be reimbursed at the IRS designated rate. Mileage reimbursement will be made every two (2) weeks on the normal payday.

### 4.6 GS Home Health and VJM Hospice.

For nurses working at GS Home Health and VJM Hospice – Time spent traveling to and from patient visits shall be considered time worked and shall be paid at the applicable rate of pay. Time spent consulting with patients on the telephone while on-call, shall be considered time worked and shall be

1 compensated at the appropriate hourly rate of pay as defined in Section 6.4  
2 of this Agreement.

3 **4.6.1** Should a nurse on-call for GS Home Health or VJM Hospice find it  
4 necessary to visit a patient at their home, time and mileage will be  
5 paid to and from the patient's residence, at the IRS rate.

6

7 **4.7 Business Calls.**

8 GS Home Health and VJM Hospice – The cost of business-related telephone  
9 calls made by nurses will be reimbursed by the Hospital.

10

11 **4.8 Trouble Shooting Problems.**

12 The total number of minutes spent in trouble shooting problems with nurses  
13 on the telephone when called by a Supervisor or their designee while the  
14 nurse is off shift or not on-call shall be paid at one and one-half (1 ½) times  
15 their regular rate of pay with a one-quarter (1/4) hour minimum. Except when  
16 such calls are made between the hours of 11 pm and 6 am, when they will be  
17 paid at double time with a one-half (½) hour minimum per call.

18

19 **ARTICLE 5 – PAID TIME OFF (PTO)**

20 **5.1 Vacations, Holidays, & Sick Leave**

21 Vacations, holidays, and sick leave for eligible bargaining unit employees are  
22 addressed pursuant to a formal Paid Time Off (PTO) Plan.

23

24 The PTO Plan is provided to encourage planning and predictability of time  
25 off. PTO compensates employees at their regular hourly rate plus shift  
26 differential when they are absent from work for such purposes as vacation,  
27 holidays, illness, family emergencies, religious observations, preventive  
28 health and dental care, and other excused elective absences.

29

30 **5.2 Eligibility.**

31 Eligibility Subject to the prorating described in Article 13, all regular full-time  
32 and all regular part-time nurses are eligible for the PTO Plan.

1 **5.3 Accrual.**

2 **5.3.1** PTO is accrued on all hours worked as well as those hours which an  
3 employee is off work and being paid PTO, and during low census,  
4 LCSB and on-call hours/days. PTO will not normally accrue on  
5 overtime hours; however, PTO will accrue on any overtime hours until  
6 the nurse has reached the maximum PTO allowed to accrue in their  
7 bank.

8  
9 **5.3.2** PTO accrual will continue for all hours on jury duty that an employee  
10 would normally have been scheduled to work.

11  
12 If a nurse has reached the maximum PTO accrual and is unable to  
13 schedule time off due to the staffing requirements of the department,  
14 the maximum PTO provision shall be waived until such time as the  
15 nurse can mutually arrange time off with the department. This  
16 provision shall not apply if the nurse has made no reasonable attempt  
17 to apply for PTO during the previous year.

18  
19 **5.3.3** A “year of employment” for purposes of an employee’s PTO accrual  
20 rate shall be an employment anniversary year.

21  
22 **5.3.4** Accrual rates for nurses are:

0 through 12 months**	0.10/HR worked	300 HRS
13 through 60 months**	0.12/HR worked	325 HRS
61 through 120 months**	0.13/HR worked	365 HRS
121 through 180 months**	0.15/HR worked	380 HRS
181 through 240 months**	0.16/HR worked	400 HRS
241 through 300 months**	0.17/HR worked	420 HRS
300+ months**	0.18/HR worked	440 HRS

23 \*\*Nurses will advance to a higher accrual rate on the first day of the  
24 payroll period in which they complete their initial twelve (12) full  
25 months of employment. They will advance again after they complete

1 the next forty-eight (48) full months of employment and again after  
2 completing each sixty (60) full months of employment up to three  
3 hundred (300) months. After completion of two-hundred forty months  
4 of employment, a nurse may elect to accrue PTO at a factor of 0.18  
5 /HR worked for a maximum of four-hundred and forty (440) hours of  
6 PTO accrual or have deposited in their tax-sheltered annuity an  
7 additional two percent (2%) of regular hourly rate of pay (inclusive of  
8 PTO pay). Once such nurse elects to take the additional PTO accrual,  
9 they may withdraw the election on any subsequent anniversary date,  
10 thereby receiving the higher two hundred forty+ (240+) retirement  
11 contribution rate.

#### 12 13 **5.4 Use of PTO.**

14 **5.4.1** PTO may be used by eligible employees the first of the month  
15 following thirty (30) days of employment.

16  
17 **5.4.2** Except in unusual circumstances, PTO, as with all other time off,  
18 must be requested in writing in advance of the total time off desired  
19 and must be approved in writing by the supervisor. Approval for PTO  
20 other than time requested off for illness will be based upon the  
21 hospital's determination of its staffing needs.

22  
23 **5.4.3** When time off is requested without prior approval due to an  
24 emergency or illness, accrued PTO time must be used. The nurse  
25 requiring time off without prior approval must call in per departmental  
26 policy. If the nurse does not give notice-for each day of absence, it  
27 shall be considered an unexcused absence; however the fact of  
28 notice does not necessarily result in an excused absence. Such  
29 absences may be cause for disciplinary action. When requesting  
30 unplanned time off, the nurse shall provide verbal notice of absence  
31 at least two (2) hours before the beginning of the nurse's shift.

1           **5.4.4** PTO hours are to be used for time off away from the hospital. An  
2           exception to this would be that any nurse who is unable to be  
3           released for vacation because of needs of the Hospital and who has  
4           two-hundred and forty (240) hours or more in their PTO bank may  
5           elect to “cash in” up to eighty (80) hours of PTO during the last pay  
6           period in November.

7  
8           **5.4.5** PTO shall be computed and paid at the rate of pay the nurse is  
9           receiving in their category of employment (including shift  
10          differentials) at the time of the commencement of PTO time.

11  
12          **5.4.6** A nurse may request to use PTO in accordance with their personal  
13          needs. PTO times will be granted on a first-come-first granted basis  
14          by date of application. In the event two (2) or more nurses request  
15          the same time and make a request on the same calendar date, and  
16          not all requests can be granted, then the most senior nurse(s) will be  
17          granted the PTO request. A nurse who exercises a seniority  
18          preference for scheduling PTO may not again exercise a seniority  
19          preference for the next year.

20                **5.4.6.1** Requests for PTO/EIB should not be made more than  
21                nine (9) months in advance unless special circumstances  
22                exist where travel arrangements must be made in  
23                advance.

24  
25                **5.4.6.2** Requests for time off must be submitted no later than the  
26                first day of the preceding month in order to be considered  
27                timely. Requests for PTO/EIB made in writing will be  
28                responded to in writing within two weeks of submission  
29                and will not be unreasonably denied.

1                   **5.4.6.3** A nurse submitting an untimely request may need to find  
2 their own replacement to cover scheduled work. A  
3 replacement nurse must be competent to perform the  
4 work assignment and the exchange should not result in  
5 overtime.

6  
7                   **5.4.6.4** It is understood that the Hospital reserves the right to  
8 determine how many nurses may take PTO at one (1)  
9 time but will make a good faith attempt to honor nurses'  
10 requests; documentation of attempts to explore coverage  
11 options will be provided upon request.

12  
13                   **5.4.7** A nurse who cannot complete a shift due to personal illness shall be  
14 paid for the hours worked and will be paid with available accrued  
15 PTO/EIB hours for the balance of their shift.

16  
17                   **5.4.8** Except for personal leaves covered under federal or state law, all  
18 PTO/EIB hours must be exhausted prior to the start of an unpaid  
19 Personal Leave of Absence.

20  
21                   **5.4.9** Nurses may transfer accrued PTO, on an irrevocable basis, to an  
22 eligible coworker who is in a hardship leave situation, that is, the  
23 employee has exhausted their own PTO while recuperating or  
24 suffering from what has been determined to be an extended and  
25 continuing illness or injury.

26  
27                   The transfer of accumulated PTO for hardship leave and the  
28 utilization of such PTO shall be subject to the following:

- 29                   1.       Applications for hardship leave shall be sent to Human  
30 Resources in writing and accompanied by a treating  
31 physician's written statement certifying that the illness or  
32 injury will continue beyond the recipient's projected  
33 exhaustion of accrued PTO and EIB.

34

1                   2.     Human Resources shall notify nurses that PTO donations  
2                             are being requested. Donations can be made in one (1) hour  
3                             increments. Donations shall be credited to the recipient's  
4                             PTO account and will be paid out at the recipient's current  
5                             regular hourly rate of pay. All donations must be made within  
6                             one (1) month of notification from Human Resources.

7  
8                   3.     The maximum donated PTO a nurse may be given will be  
9                             the maximum amount of PTO the recipient nurse is eligible to  
10                            earn in a one (1) year period of time. A nurse may not  
11                            receive donated PTO through a hardship leave more than  
12                            one (1) time per calendar year.

13  
14     **5.5   Holidays.**

15           **5.5.1**   Holidays are built-in components of the PTO accrual rates. Holidays  
16                            that are "recognized" by GSMC are: New Year's Day, Memorial Day,  
17                            Independence Day, Labor Day, Thanksgiving Day, Christmas Eve,  
18                            and Christmas Day.

19  
20           **5.5.2**   In the event the traditional day is different than the day designated  
21                            on the calendar, the calendar day shall prevail.

22  
23           **5.5.3**   For purposes of this Agreement, holidays will be observed during the  
24                            twenty-four (24) hour period commencing with the beginning of the  
25                            day shift on the holiday. Employees beginning a shift during this  
26                            twenty-four (24) hour period will be considered working the holiday.  
27                            Employees who begin work at 1500 on December 31st and any shift  
28                            before 1500 on January 1st shall be considered working the New  
29                            Year's Day holiday.

30  
31           **5.5.4**   It is agreed that holiday work shall be rotated by the Hospital and  
32                            that a regular nurse who is required to work on a holiday shall be  
33                            paid one and one-half (1-½) times their regular hourly rate of pay for  
34                            time worked on said holiday. Any hours that would otherwise be paid

1 at one and a half time (1-½) premium (call-back, overtime) shall be  
2 paid at double time (2x) when worked on a holiday. A Per Diem  
3 nurse who is required to work on a holiday shall be paid at two (2)  
4 times their regular hourly rate of pay for all time worked on said  
5 holiday. Nurses shall not be required to work both Thanksgiving Day  
6 and Christmas Day in the same year unless mutually agreed upon  
7 by both parties. Nurses shall not be required to work both December  
8 24th and December 25th in the same year unless mutually agreed  
9 upon by both parties. For purposes of receiving holiday premium  
10 pay, a nurse shall be paid the premium for any hours worked during  
11 the designated holiday period.

12  
13 Each department will solicit from nurses a preferred holiday list by  
14 January 31<sup>st</sup> of each year, whereby each nurse will note which  
15 holidays they wish to work, and which holidays they prefer to have off.  
16 If a majority of the nurses in a department are in agreement on the  
17 holiday rotation method, it will be posted for the remainder of the year.  
18 In the absence of an agreement by March 31, of a majority of the  
19 nurses in a department on a preferred holiday rotation method, an A/B  
20 rotation shall be posted and implemented- in that department by April  
21 15<sup>th</sup>. If there are not enough nurses to cover a shift, a nurse who was  
22 scheduled to work that holiday the prior year will have preference for it  
23 off.

24  
25 This Holiday policy does not preclude nurses from trading holidays  
26 with mutual consent of both nurses and nurse manager. A nurse  
27 manager shall approve the trade if both nurses are competent to  
28 perform the work assignment. Requests for trades made in writing will  
29 be responded to in writing within two weeks of submission. The fact  
30 that a nurse trades a holiday with another nurse does not alter their  
31 holiday commitment. Nurses shall be allowed to split a holiday shift if  
32 mutually agreed by both nurses working the shift. A nurse may  
33 request special consideration for a variance from the holiday schedule

1 after exhausting all other options which will be approved or denied  
2 prior to posting of the monthly schedule.

3  
4 When new positions are created the job posting shall clearly identify  
5 the “A” or “B” holiday designation.

	New Years	Memorial	July 4th	Labor Day	Thanksgiving	Christmas Eve	Christmas
Even numbered Years	A	B	A	B	A	A	B
Odd numbered years	B	A	B	A	B	B	A

6 **5.5.5** Holidays are an exception to Section 5.4.1 above. Holidays may be  
7 taken immediately as they occur. Employees are not eligible for  
8 holiday benefits that occur during a leave of absence.

9  
10 **5.6 Extended Illness Benefit (EIB).**

11 Accrued Extended Illness Benefit (EIB) earned by employees prior to  
12 December 31, 2016, are limited as of that date to each employee’s then-  
13 existing accrual balance.

14 **5.6.1** Accrued EIB hours may be used for any purpose related to an  
15 employee’s time-off needs related to illness that is allowed for PTO  
16 use including on the first day of any illness or injury, including any  
17 injury covered by Workers’ Compensation. However, accrued EIB  
18 hours cannot be paid out except pursuant to Section 5.4.3 (as an  
19 alternative to PTO cashout) or upon termination as described in  
20 section 5.6.3 below. EIB hours are not transferrable to other  
21 employees pursuant to section 5.4.8.

22  
23 **5.6.2** Nurses who voluntarily terminate their employment with at least two  
24 (2) weeks notice or who retire will be cashed out with one hundred  
25 (100%) percent of their accrued but unused EIB bank.

1 **5.7 PTO Accrual During Leaves of Absence.**

2 PTO credit shall not accrue during leaves of absence, layoffs, absence from  
3 employment in non-pay status because of illness, or periods of non-regular  
4 part-time employment. A nurse receiving EIB is in pay status.

5  
6 **5.8 Use of Accrued EIB.**

7 A nurse's use of accrued EIB is subject to the notice and other limitations for  
8 PTO in section 5.4 and its subparts.

9  
10 **5.9 PTO Cash Out.**

11 PTO Cash Out after thirty (30) days of employment, accrued PTO that has  
12 not been used will be cashed out and paid upon the employee's termination.  
13 Accrued PTO benefits must be exhausted prior to a Regular full-time or  
14 Regular part-time nurse changing their employment status to "Per Diem  
15 Nurse" or "Temporary Nurse." Any PTO balance held at the time of the  
16 employment status change will be cashed out in full.

17  
18 **5.10 Accrued PTO & EIB.**

19 Current accrued PTO and EIB hours will be shown on an employee's  
20 timecard after thirty (30) days of employment.

21  
22 **5.11 Terminate Employment.**

23 Nurses who terminate their employment at the hospital and who are  
24 subsequently rehired will begin PTO benefits just like a new employee unless  
25 they return within thirty (30) days. Nurses rehired within thirty (30) days of  
26 termination shall resume PTO benefit accruals at the same rates they were  
27 earning at when they left. This Section does not apply to accrued EIB hours  
28 which are strictly subject to the limitation in Section 5.6.3.

29  
30 **5.12 Short-Term Disability (STD).**

31 Short-Term Disability (STD) Effective February 1, 2017, the Hospital will pay  
32 for a Short-Term Disability plan for full time nurses and part-time nurses  
33 working twenty plus (20+) hours per week. This plan will pay seventy percent  
34 (70%) of the nurse's wage for twenty-five (25) weeks of an illness/injury

1 following the seven (7) day elimination period, up to \$2500 per week. During  
2 this seven (7) day elimination period, the nurse will have the option of using  
3 PTO or banked EIB to supplement. Benefits and eligibility requirements shall  
4 be controlled by the plan documents.

5  
6 **5.13 Paid Leave Oregon.**

7 The Hospital will cover 100% of the paid Leave Oregon Tax for all nurses  
8 working within the State of Oregon, regardless of benefits eligibility.

9  
10 **ARTICLE 6 – HOURS OF WORK**

11 **6.1 Basic Work Week.**

12 The basic work week shall be forty (40) hours in a work week of seven (7)  
13 consecutive days, or eighty (80) hours in a work period of fourteen (14)  
14 consecutive days, as agreed in advance between the nurse and the Hospital.  
15 Upon implementation of this agreement current nurses will have two weeks  
16 to choose the basic work week going forward and may re-address such  
17 agreement in the event that there is a schedule change regarding the total  
18 number of hours of work in a day.

19  
20 **6.2 Hours.**

21 The basic workday shall be eight (8) hours plus one-half (1/2) hour meal  
22 period on the nurse's own time, approximately midway during the workday.  
23 Any nurse required to take a meal period at the nursing station or interrupted  
24 by work, shall be considered to be on working time and shall be  
25 compensated accordingly.

26 Where mutually agreeable to the Hospital and nurse, a workday may consist  
27 of twelve (12) hours within twelve and one-half (12-1/2) consecutive hours  
28 where the work week pattern is based upon three (3) twelve (12) hour days  
29 within a seven (7) day period. (see Appendix B – Alternate Shift Agreement.)

30  
31 Other innovative work periods may be utilized after negotiations and with  
32 mutual agreement between the Hospital and the Association.

1 **6.3 Meal Periods.**

2 Work in excess of five (5) hours without a meal period shall be strongly  
3 discouraged. Nurses are encouraged to communicate with their supervisor  
4 as soon as practical when they have not received their meal period.

5 1. When possible, meal breaks will be taken during the following  
6 working hours:

- 7 • For eight-hour (8-) shifts, between the third (3<sup>rd</sup>) and sixth  
8 (6<sup>th</sup>) working hour.
- 9
- 10 • For nine or ten-hour (10-) shifts, between the fourth (4<sup>th</sup>) and  
11 eighth (8<sup>th</sup>) working hour.
- 12
- 13 • For twelve-hour (12-) shifts, between the fourth (4<sup>th</sup>) and  
14 ninth (9<sup>th</sup>) working hour.
- 15

16 **6.4 Overtime Compensation.**

17 Overtime compensation will be paid at one and one-half (1-½) times the  
18 nurse's regular hourly rate of pay for all hours worked in excess of:

- 19 1. Forty (40) hours within seven (7) consecutive days, unless the  
20 Hospital and the nurse have mutually agreed to a work period where  
21 overtime is paid for all hours worked over eight (8) hours in a day and  
22 eighty (80) hours within fourteen (14) consecutive days.
- 23
- 24 2. For the purpose of calculating overtime, a day shall be defined as a  
25 period commencing at the beginning of a nurse's shift and  
26 terminating twenty-four (24) hours later. A nurse's work schedule  
27 shall provide a minimum of ten (10) hours off between two (2)  
28 consecutive work shifts. Work performed prior to the expiration of the  
29 ten (10) hours between any consecutive work shifts shall be paid at  
30 the rate of one and one-half (1-½) times the nurse's regular rate of  
31 pay.

- 1           3.     Any double back resulting in less than ten (10) consecutive hours off  
2           between any two shifts will result in one and one-half (1-½) times pay  
3           for all hours worked following the “less than ten (10) consecutive  
4           hour” break. The one and one-half (1-½) times rate continues until  
5           the nurse received a break of at least ten (10) consecutive hours off.  
6           Double back is defined as working a shift, or part of a shift, having a  
7           shift off, and returning to work a shift or part of a shift.  
8
- 9           4.     If a nurse works a double shift, has less than ten (10) consecutive  
10          hours off, and returns to work a shift or part of a shift, all hours  
11          worked after less than a ten (10) consecutive hour break will be at  
12          one and one-half (1-½) times pay. The one and one-half (1-½) times  
13          rate continues until the nurse receives a break of at least ten (10)  
14          consecutive hours off.  
15
- 16          5.     Concerning the eligibility for one and one-half (1-½) times pay when  
17          nurses are on-call, the following conditions shall apply:  
18                 1.     When a nurse is on-call for the hours between two (2)  
19                         consecutive work shifts and receives a minimum ten (10)  
20                         consecutive hour break at any time between the two  
21                         consecutive shifts, the nurse is not eligible for one and one-half  
22                         (1-½) time pay for the normal hours worked on the next  
23                         workday.  
24
- 25                 2.     If the nurse is on-call for the weekend, eligibility for one and  
26                         one-half (1-½) times pay for the Monday work shift is  
27                         determined by examining the call period fifteen (15) hours  
28                         preceding the beginning of the nurse’s shift on Monday. The  
29                         same principles described in e.1. above determine the one and  
30                         one-half (1-½) times pay eligibility.  
31
- 32                 3.     Nurses eligible for one and one-half (1-½) times pay because of  
33                         no ten (10) hour rest as described in this section shall have the  
34                         option of waiving this premium and receiving their regular

1 hourly rate of pay in lieu of being placed on LCSB/On-call.  
2 Each such waiver will be placed in writing and signed by the  
3 nurse and forwarded to the Staffing Committee.  
4

- 5 6. Nurses shall not be required to work more than one (1) hour beyond  
6 a regularly scheduled shift and more than twelve (12) hours in a  
7 twenty-four (24) hour period or more than forty-eight (48) hours in a  
8 week. This provision may be waived only in the event of a national or  
9 state emergency or circumstances requiring the implementation of a  
10 facility disaster plan. In those special circumstances in which a nurse  
11 works greater than fifteen (15) hours in a twenty-four (24) hour  
12 period, the nurse shall receive double time (2 x) their regular rate of  
13 pay for all hours worked in excess of fifteen (15). The Hospital affirms  
14 its commitment to following the provisions of Oregon's Staffing Laws,  
15 including those which relate to staffing in an emergency.  
16

17 **6.5 Overtime Pay.**

18 Overtime pay, or premium pay shall not be paid twice for the same hours  
19 worked.  
20

21 **6.6 Rest Periods.**

22 One (1) fifteen (15) minute rest period must be provided during each four (4)  
23 hours of work. Nurses are encouraged to leave their clinical areas during rest  
24 periods, they may use report or break rooms on nursing units. For tracking  
25 purposes only, missed rest periods will be recorded by the nurse on the  
26 employer's timekeeping system by attestation. There shall be no retaliation  
27 for recording missed meal or rest breaks. If a nurse misses a meal or rest  
28 break, they shall notify the nurse in charge of the area in which they are  
29 working during the shift so that a missed break may be received.  
30

31 The Safe Staffing Committee will implement staffing plans that included  
32 coverage for uninterrupted meal and rest breaks. Within ninety (90) days of  
33 ratification, and each calendar quarter following, the committee will conduct  
34 an audit to ensure that nurses are consistently receiving their rest and meal

1 breaks. Should the committee find that nurses on a particular unit have  
2 received less than ninety percent (90%) of their breaks during the quarter,  
3 the committee will develop a plan of action to ensure that nurses are  
4 receiving the breaks they are entitled.

5  
6 **6.7 Full-time and Part-time.**

7 Regularly scheduled full-time and part-time nurses shall have core work  
8 schedules. Job postings will clearly state the core work schedule that the  
9 nurse will be working. Work schedules shall be prepared and posted two (2)  
10 weeks in advance. It is the responsibility of each nurse to review the posted  
11 schedules. The posted schedule is notification of workdays. The Hospital will  
12 make every reasonable effort to avoid changes in the nurse's schedule. A  
13 nurse's core schedule may be subject to change to meet department and  
14 patient staffing demands. If a change in the nurse's schedule is necessary,  
15 the Hospital shall attempt to find a volunteer from the pool of available nurses  
16 prior to changing a nurse's core schedule. In any event, if a change in the  
17 nurse's schedule is required, the nurse(s) involved will be contacted  
18 personally no less than thirty (30) days in advance of the schedule change.

19 **6.7.1** No more than twenty-five percent (25%) of a department's positions  
20 will be identified as "flex" i.e. with a Flexible Schedule. Flex positions  
21 are intended to assist with filling holes in the schedule to cover for  
22 vacations or other leave. A flex position will be clearly identified by the  
23 posting.

24  
25 **6.7.2** Nurses will not regularly be scheduled to work a variable schedule (a  
26 combination of days and nights) unless it is their preference, a nurse  
27 indicating such preference shall do so in writing, a copy of which shall  
28 be documented in the Nurse's personnel file and will be forwarded to  
29 the Association. Nurses working such shifts should be scheduled with  
30 at least forty-eight (48) hours between a night shift and a subsequent  
31 day shift.

1 **6.8 Loss of Fringe Benefits.**

2 Nurses shall not suffer the loss of fringe benefits as a result of not working  
3 their scheduled working days at the request of the Hospital.

4  
5 **6.9 Regularly Scheduled Full-Time & Part-Time Nurses.**

6 Regularly scheduled full-time and part-time nurses shall be scheduled to  
7 receive every other weekend off whenever possible. Any nurse required to  
8 work more than every other weekend shall receive premium pay at the rate  
9 of time and one-half (1-½) times the nurse's regular hourly rate of pay, plus  
10 any applicable shift differential, for any additional weekend worked which  
11 would normally be scheduled as a weekend off. No premium pay will be paid  
12 for nurses who work more than every other weekend by their own desire. A  
13 nurse whose core schedule is every weekend by agreement with the  
14 Hospital, shall not receive premium pay for the additional weekend.

15  
16 **6.10 Overtime.**

17 The parties agree that overtime shall be discouraged. To avoid needless  
18 overtime, nurses must seek prior authorization from the nursing  
19 supervisor/shift charge before working beyond their normal workday or  
20 workweek. In instances involving an emergency or where no supervisor is  
21 available for prior authorization of overtime, the nurse shall report the  
22 overtime occurrence to the supervisor prior to leaving that shift. To avoid  
23 being low censused out of turn on regular days, nurses who agree to work an  
24 extra shift for overtime shall not have those hours counted toward LCSB  
25 rotation.

26  
27 **6.11 Shift Change Over.**

28 In order to avoid inconveniencing the Hospital and employees on the  
29 departing shift, it is understood that failure to be ready to start work promptly  
30 at the start of a shift may be grounds for disciplinary action.

1 **6.12 Special Clothing.**

2 Nurses who are required in the course of their duties to wear special clothing  
3 provided by the Hospital shall receive ten (10) minutes at the beginning and  
4 end of their shift to change to the appropriate clothing.

5  
6 **6.13 Status of Part-time & Per Diem.**

7 The Hospital shall review the status of each part-time and Per-Diem nurse  
8 each January and July of each year for the purposes of changing  
9 classification status. Any change in status shall be based upon all  
10 compensated hours paid in the previous six (6) months or all scheduled  
11 hours. The Hospital shall notify a nurse whose status is to be changed prior  
12 to making a change.

13  
14 In evaluating a change, the Hospital shall not schedule a nurse so as to  
15 prevent a change in classification status. However, it is understood that at  
16 the time of re-classification, the nurse shall prospectively become eligible for  
17 those benefits provided by this agreement and not retrospectively. Upon the  
18 change, the Hospital will endeavor to schedule the affected nurse thereafter,  
19 to the nearest number of full shifts or hours per pay period that the nurse  
20 either was actually paid or was scheduled in the preceding six (6) month  
21 period as specified above.

22  
23 **6.14 Time Clock.**

24 The time clocked in and out by a nurse shall not be changed without notice to  
25 the nurse. At the nurse's request, a nurse shall receive a print-out of each  
26 pay period of time for the nurse's individual time clock activity. The Hospital  
27 shall provide a sufficient number of terminals and all desktop applications  
28 throughout the Hospital when a time clock is to be used for employees to  
29 quickly record time clock activity. The Association acknowledges the  
30 Hospital's responsibility to pay for all hours worked; however, a five (5)  
31 minute grace period prior to and after each work period shall be given for  
32 purposes of limiting disciplinary action and to allow nurses time to access  
33 available time clocks.

## ARTICLE 7 – EMPLOYMENT STATUS

### 7.1 Right to Hire.

The Hospital shall have the right to hire and, with approval of the nurse, to permanently transfer or promote them. The Hospital shall have the right to discipline, suspend, or discharge a nurse, except that after a nurse has completed their trial period, they shall not be disciplined, suspended or discharged without just cause. Assignment of a nurse to Shift Charge Nurse role does not remove them from the bargaining unit.

### 7.2 Trial Period.

**7.2.1** A nurse employed by the Hospital shall serve a trial period of one-hundred and twenty (120) calendar days. Time spent by newly hired graduate nurses in a hospital preceptorship program where the nurse is in classroom activity and not participating in direct patient care, shall count towards the initial trial period. Each nurse shall receive an evaluation at the completion of-four (4) months of employment and annually thereafter. During their trial period nurses may be terminated for any reason and/or their trial period may be extended for thirty (30) days at the discretion of the Hospital. If a nurse's trial period is extended, a work plan shall be prepared and agreed upon to help the nurse meet any deficiencies before the end of the trial period.

**7.2.2** A nurse transferred to another position shall serve a ninety (90) calendar day trial period, which may be extended for an additional ninety (90) calendar days for positions in specialty departments. A transferred nurse may be removed from the new position for job-related performance or other job-related considerations during the trial period, as shown by a written evaluation. Unless the removal was for gross misconduct or similar good cause, the nurse shall be returned to their former position, if available, or placed in another available position for which they are qualified and the most senior of qualified bidders for the position. If there is a traveler or a temporary nurse within the original unit they will be replaced by the returning nurse. If

1 no position is available for the removed nurse, they will be laid off with  
2 recall rights.

3

4 **7.3 Intent to Resign.**

5 All regular nurses shall give the Hospital not less than fourteen (14) calendar  
6 days' written notice of intended resignation.

7

8 **7.4 Notice of Termination.**

9 The Hospital shall give regular nurses at least fourteen (14) calendar days'  
10 written notice of the termination of their employment. If less notice is given,  
11 then the difference between fourteen (14) calendar days and the number of  
12 scheduled working hours during the remainder of the notice period shall be  
13 paid to the nurse at their regular rate of pay (inclusive of any shift differential)  
14 provided, however, that no such advance notice or pay in lieu thereof shall  
15 be required for nurses who are discharged for violation of professional  
16 nursing ethics or other serious misconduct.

17

18 **7.5 Written Disciplinary Notices.**

19 Employees shall receive copies of all written disciplinary notices placed in  
20 their personnel files and shall have the right to respond in writing and have  
21 that response attached to any such notice. Discipline shall be progressive in  
22 nature, starting at the lowest level possible in accordance with Policy  
23 13983411 (Corrective Action Guidelines) last revised May 23, 2023.

24 Discipline that is greater than one (1) year old shall only be considered in  
25 cases of gross misconduct or where the employee has engaged in  
26 subsequent same or similar disciplinable conduct within one (1) year.

27 Discipline not related to gross misconduct will be removed after two (2) years  
28 upon an employee's written request to Human Resources, unless the  
29 employee has subsequently engaged in the same or similar disciplinable  
30 conduct.

1 **7.6 Exit Interview.**

2 Upon request, a nurse terminating their employment with the hospital will be  
3 given the opportunity for an exit interview or written survey with the Director  
4 of Human Resources or their designee.

5

6 **7.7 Probation.**

7 A nurse shall not be placed on probation without being notified in writing of  
8 the reason for this action and a mutually agreed upon work plan developed.  
9 Probation period shall not exceed thirty (30) days, and the nurse's pay status  
10 shall not change during this period. In lieu of termination, the probationary  
11 period may be extended an additional thirty (30) days with a re-evaluation of  
12 the work plan.

13

14 **7.8 Orientation.**

15 **7.8.1 Float Orientation**

16 No nurse will be assigned to float into a department in which they  
17 have not previously worked in the Hospital until they have had at least  
18 two weeks (2) of orientation to that department. During the orientation  
19 period the employee will not be scheduled for a full patient load.

20

21 **7.8.2 General Orientation**

22 During orientation, the nurse shall be instructed regarding and  
23 become acquainted with the physical layout, policies and procedures,  
24 shift routines, and other requirements of the department.

25

26 A nurse with less than a year of experience may not be assigned to  
27 act as Shift Charge Nurse for their first six (6) months of employment  
28 without their consent.

29

30 In accordance with state law, the Hospital shall follow a written  
31 hospital-wide staffing plan for nursing services. The staffing plan shall  
32 be available for staff review in each department and shall include the  
33 number, qualifications, and categories of nursing personnel needed  
34 for all units. The written staffing plan for nursing services shall be

1 evaluated and monitored for effectiveness, and revised as necessary,  
2 as part of the Hospital's quality assurance process. Written  
3 documentation of these quality assurance activities shall be  
4 maintained.

5  
6 **7.9 Newly Licensed Nurses.**

7 During their first two-hundred and sixty (260) hours of employment  
8 Registered Nurses with no prior RN experience shall be compensated at the  
9 base rate for Registered Nurses. Licensed Practical Nurses with no prior  
10 LPN experience shall be compensated at the base rate for Licensed Practical  
11 Nurses during their first two-hundred and sixty (260) hours of employment.

12  
13 During the initial two-hundred and sixty (260) hours of employment the newly  
14 licensed RN and LPN will be assigned a preceptor and will not be counted as  
15 one hundred percent (100%) productive. Upon completing two-hundred and  
16 sixty (260) hours of employment/training, a conference shall be held between  
17 the newly licensed RN and LPN, their assigned preceptor and the  
18 department manager. The department manager shall review and assess the  
19 newly licensed RNs and LPNs progress and need for additional training.

20  
21 During the two-hundred and sixty (260) hour initial trial period, the Hospital  
22 shall provide such training and support as may be required to enable the  
23 newly licensed nurse to perform their assigned duties.

24  
25 Time served as a newly licensed nurse shall count as part of the base year  
26 wage step.

## ARTICLE 8 – LEAVES OF ABSENCE

### 8.1 Leave of Absence.

Leaves of absence may be granted at the option of the Hospital for good cause shown when applied for in writing in advance to Human Resources. If a leave of absence is granted, the Hospital will make every reasonable attempt to return the nurse to the nurse's former position. A nurse who returns to work and who is not returned to their former position will be offered the first available opening for which they are qualified and will be given preference for return to their prior job when their former job first becomes vacant.

Should the Hospital contemplate filling, discontinuing, or otherwise making a change in the former position of an employee who is on a leave of absence which would affect the ability of that employee to return to the position at the end of the leave, the Hospital will notify the employee at least fourteen (14) days prior to making the change. Such notice shall be provided in a letter mailed to the employee's last address on file with the Hospital.

Any nurse returning to work within sixty (60) days of commencement of a disability leave shall be entitled to resume the shift and number of hours formerly held, unless the nurse has requested a change in hours or shift.

Any nurse granted a parental leave of absence, on the job injury or illness, or bone marrow donor leave of absence, in accordance with applicable Oregon State law shall be returned to the same position held prior to the commencement of the leave.

### 8.2 Leave for on the Job Injuries/Illness.

Any employee with an on-the-job injury or illness that requires a leave of absence shall be placed on unpaid administrative leave until worker's comp insurance is in effect. The employee may use accrued PTO/EIB while awaiting time loss benefits. The Hospital will restore the employee's PTO/EIB if the workers' comp claim is approved and/or waiting time loss benefits are paid for the claim. Health, dental, and vision insurance benefits will continue

1 with the premiums paid by the employer while the employee is on leave for  
2 the injury or illness. Supplemental insurances elected by the employee will  
3 be continued subject to reimbursement to the employer by the employee  
4 upon conclusion of the leave.

5  
6 **8.3 Valid Leave.**

7 Valid leaves of absence will be granted only in writing by Human Resources.  
8

9 **8.4 Service in the Armed Forces.**

10 Leaves of absence for service in the armed forces of the United States will  
11 be granted in accordance with federal law. A leave of absence granted for  
12 annual military training duty, not to exceed two (2) weeks, shall not be  
13 charged as PTO unless so requested by the nurse.  
14

15 **8.5 Previously Accrued Benefits.**

16 A nurse will not lose previously accrued benefits as provided in this  
17 Agreement but will not accrue additional benefits during the term of a valid  
18 leave of absence.  
19

20 **8.6 Parental Leave.**

21 Parental leave not to exceed six (6) months shall be granted. Any leave  
22 required in excess of six (6) months, including time granted for parental  
23 leave, shall be subject to the approval of Human Resources.  
24

25 **8.7 Bereavement Leave.**

26 Nurses shall be granted up to three (3) days' leave with pay for twelve-hour  
27 (12-) shift nurses, four (4) days' leave for nine/ ten-hour (9/10) shift nurses or  
28 five (5) days for 8-hour shift nurses, for the death of an immediate family  
29 member or the immediate family of their spouse or registered domestic  
30 partner i.e., parents, spouse, child, brother, sister, grandparents,  
31 grandchildren or person living as an integral member of the household, or a  
32 biological/legally adoptive parent or grandparent of the nurse's children or  
33 stepchildren.

1 **8.8 Jury Duty.**

2 A nurse who is summoned to jury duty will be permitted the necessary time  
3 off to perform such service to an annual maximum of thirty (30) calendar  
4 days. The nurse will be paid the difference between the nurse's straight time  
5 rate of pay for the scheduled workdays missed and the jury duty pay  
6 received, excluding expense reimbursement, provided that the nurse has  
7 made arrangements confirmed in writing with the nurse's supervisor in  
8 advance of the jury service. This benefit shall be extended only to nurses  
9 who are called to jury duty, not to nurses who volunteer. The nurse must  
10 furnish a signed statement from a responsible officer of the court as proof of  
11 jury service and jury duty pay received. When a nurse is on jury duty, for  
12 purposes of pay the nurse shall be paid at their rate of pay, including any  
13 applicable shift differential they would have earned that day.

14  
15 A nurse must report for work if jury service ends on any day in time to permit  
16 at least four (4) hours of work in the balance of the nurse's normal workday,  
17 except that swing shift and night shift nurses will not be required to report for  
18 duty if they have served at least three (3) hours of jury duty that day.

19  
20 **8.9 Testifying.**

21 If a nurse is required to testify on behalf of the Hospital, or because of  
22 something that happened because of their employment at the hospital, the  
23 nurse will be compensated as if the nurse were working during their regular  
24 shift for the time spent in official trial proceedings, including formal  
25 discovery. The nurse also will be reimbursed for reasonable travel and meal  
26 expenses incurred in such proceedings.

27  
28 **ARTICLE 9 – HEALTH AND WELFARE**

29 **9.1 Immunizations.**

30 Immunizations required by the Hospital shall be given at the Hospital or as  
31 designated by the Hospital at no charge to the employee. Hepatitis B vaccine  
32 shall be provided to each nurse who requests it, at no cost to the nurse.  
33 Follow-up titer checks shall be done as recommended. Chest x-rays will be  
34 given only if indicated by a TB test.

1 **Influenza Vaccine.** The Hospital and Association agree to comply with  
2 Oregon Health Authority flu guidelines. An Association representative, in  
3 addition to the hospital's Infection Control Nurse, may come to the hospital  
4 Infection Control Subcommittee to provide meaningful input on the Hospital  
5 Influenza and Masking policy when the topic of flu is on the agenda.  
6

7 **9.2 Insurance Waiting Period.**

8 **9.2.1** For eligible nurses who have completed thirty (30) days of  
9 employment, or insurance waiting period, the Hospital will pay one-  
10 hundred percent (100%)-towards the cost of medical and major  
11 medical coverage for the nurse and hundred percent (100%) of the  
12 cost for their dependents, effective on the first enrollment date  
13 available after completion of the waiting period; and the hospital shall  
14 pay hundred percent (100%)-towards the cost of the dental coverage  
15 for the nurse and hundred percent (100%)-of the cost for their  
16 dependents, effective on the first enrollment date available after  
17 completion of the waiting period. An employee shall be eligible for  
18 insurance benefits if they are regularly scheduled to work on the  
19 average at least twenty (20) hours per week.  
20

21 If during the term of this contract the Hospital changes the medical,  
22 major medical, dental or vision plan, the new plan shall be comparable  
23 to or better than and shall not diminish the current plan coverage level.  
24 Any such plan change must be approved by the Association and a  
25 majority of the bargaining unit nurses in a vote conducted by the  
26 Association.  
27

28 For employees opting to enroll in the Hospital's high-deductible  
29 healthcare plan (HDHP), the hospital shall contribute \$175.00 monthly  
30 for individual plans, and \$200.00 monthly for family plans, to the  
31 employee's healthcare savings account (HSA).  
32

33 Should a nurse have medical insurance coverage through an  
34 alternative source (for example a spouse or parent), the nurse may

1 opt out of coverage with the Hospital. In lieu of hospital coverage, a  
2 fulltime nurse working thirty-six (36) hours or more per week shall  
3 receive a lump sum payment each month of two hundred dollars  
4 (\$200), a part-time nurse working twenty-eight (28) hours or more per  
5 week shall receive a lump sum payment each month of one hundred  
6 and fifty dollars (\$150); a part-time nurse working twenty (20) hours or  
7 more per week shall receive a lump sum payment each month of one  
8 hundred dollars (\$100). To qualify for this payment, the nurse must  
9 demonstrate coverage by another health insurance plan. This monthly  
10 payment shall be paid only for the months that the nurse opts out of  
11 the hospital plan. Should the nurse's alternative coverage end, the  
12 nurse must notify the Hospital to end the monthly payments and apply  
13 for coverage under the hospital plan.

### 14 15 **9.3 Industrial Accident Insurance.**

16 All employees shall be covered by Industrial Accident Insurance.

### 17 18 **9.4 Discounts.**

19 Nurses, their spouses and eligible dependents (those claimed as dependents  
20 for tax purposes) are eligible for pharmaceuticals at the Hospital's cost-plus  
21 ten percent (10%).

22  
23 Nurses, their spouses and eligible dependents who have satisfactorily  
24 completed thirty (30) days employment shall be eligible for a discount on  
25 hospital services.

26 1. The amount of the employee discount will be the lesser of:

27 A. Ten percent (10%) of the total bill.

28  
29 B. The remaining balance after all possible third-party payments.

30 Third-party payments would include all insurances. (Auto, health,  
31 homeowners, Medicare, Medicaid, liability, workers  
32 compensation, etc.)

1           2.     To receive a discount, the nurse must complete a discount application  
2                   form, (forms available in the business office), and make arrangements  
3                   to pay any remaining balance due. If the nurse sets up a payment plan  
4                   through payroll deduction to pay the balance off within three years (3)  
5                   from the date of service, then there shall be no interest charged.  
6                   Should the nurse default on the payment plan then interest will begin  
7                   upon default.

8  
9                   Purchasing privileges: Nurses, their spouse, and eligible dependents  
10                   may purchase items through the hospital purchasing department, and  
11                   dietary department at cost plus ten percent (10%). Nurses, their  
12                   spouse, and eligible dependents may purchase items through the  
13                   Good Shepherd retail pharmacy at the same discount available to  
14                   other hospital employees.

15  
16     **9.5 Insurance/Accidental Death Insurance.**

17                   The Hospital will provide life insurance/accidental death insurance for full-  
18                   time nurses and part-time nurses employed by the Hospital who are regularly  
19                   scheduled to work twenty (20) hours or more per week effective on the first  
20                   enrollment date available after hire in the amount of their annual wages  
21                   (rounded up to the nearest five thousand dollars (\$5,000), or fifty thousand  
22                   dollars (\$50,000), whichever is less. Additionally, nurses may elect to  
23                   purchase supplemental employee and dependent life insurance at low group  
24                   rates at their own expense. A nurse may elect to continue such employee  
25                   and dependent life insurance/ accidental death insurance, at the nurse's  
26                   expense, if the nurse is on an unpaid approved Leave of Absence. A nurse  
27                   or their eligible dependent (including surviving eligible dependents) may elect  
28                   to convert to a new individual life insurance policy in accordance with the  
29                   group plan.

30  
31     **9.6 Vision Plan.**

32                   The Hospital shall pay one hundred percent (100%) of the premium for a  
33                   vision plan for eligible nurses and their families.

1 **9.7 Proof of Enrollment.**

2 Upon proof of enrollment, the Hospital shall pay ten dollars (\$10.00) towards  
3 the cost of Fire Med or Life Flight air ambulance (or equivalent) membership  
4 once per year.

5  
6 **9.8 Joint Committee on Insurance.**

7 A Joint Committee consisting of equal representatives within the Hospital,  
8 including members of the Association and ONA Labor Relations, shall meet  
9 at least annually for the purposes of monitoring and making  
10 recommendations concerning benefit levels and coverage levels of the  
11 health, dental, vision, and insurance plans made available to hospital  
12 employees. The parties may consider other types of insurance plans than  
13 those listed in this section if mutually agreed to by the committee members.  
14 Nurses shall be compensated at their regular hourly rate of pay for time  
15 spent in official Committee meetings and activities. The Association is  
16 responsible for providing contact information for the ONA-selected nurses to  
17 the hospital in order to ensure communication regarding these meetings.

18  
19 **ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURE**

20 **10.1 Representative Access.**

21 Duly authorized representatives of the Association shall with prior notice be  
22 permitted at reasonable times to enter the facilities operated by the Hospital  
23 for business relating to contract administration and observing conditions  
24 under which nurses are employed, provided such visits do not interfere with  
25 the work of nurses.

26  
27 **10.2 Strikes & Lockouts.**

28 In view of the importance of the Hospital’s facilities to the community,  
29 Hospital and Association agree that there shall be no lockouts by the  
30 Hospital and no strikes or other interruptions of work by nurses or  
31 Association during the term of this Agreement.

1 **10.3 Grievance.**

2 A grievance is defined as a claim by an affected nurse or the Association that  
3 the Hospital has violated a provision of this Agreement. The provisions of this  
4 Article set forth the exclusive means for resolution of a grievance. The  
5 grievance procedure is available to all nurses covered by the Agreement,  
6 except that a newly hired nurse who is still within their initial ninety (90) days  
7 trial period may not have a grievance processed regarding their discharge or  
8 discipline. The Hospital and Association encourage nurses and their  
9 managers to attempt to settle issues informally prior to entering formal  
10 grievance procedures.

11  
12 **10.4 Grievance Procedure.**

13 Any nurse having a grievance shall present it in accord with the following  
14 procedure:

15  
16 **Step 1.**

17 Nurse and Immediate Supervisor Any employee believing they have a  
18 grievance shall present the grievance in writing to the nurse's supervisor  
19 within thirty (30) calendar days of the nurse's cognizance of the existence of  
20 the grievance. Grievances related to pay shall be timely if submitted within  
21 thirty (30) calendar days of the payday for the event in question. The written  
22 grievance shall set forth the facts of the grievance, state which part of the  
23 contract has been violated, and a remedy sought as a Step 1 correction. The  
24 supervisor shall provide a written answer to the grievance within fourteen  
25 (14) calendar days after it is presented.

26  
27 **Step 2.**

28 Nurse and Vice President of Nursing Services If the matter is not  
29 satisfactorily resolved at Step 1, it shall be presented in writing to the Vice  
30 President of Nursing Services within fourteen (14) calendar days after  
31 receiving the answer from the supervisor at Step 1. The written grievance  
32 shall fully set forth the facts of the grievance, the section or sections of the  
33 Agreement alleged to have been violated, the remedy or correction sought,  
34 and why the written response of the supervisor was not satisfactory. If the

1 grievance is filed in the proper form and in a timely manner, the Vice  
2 President of Nursing Services shall then meet with the nurse and at the  
3 nurse's discretion, a representative of the Association, within fourteen (14)  
4 calendar days of the date the grievance is presented in writing in an effort to  
5 resolve the matter and shall provide the nurse with a written response to the  
6 grievance within fourteen (14) calendar days of the meeting. An Association  
7 Grievance (those involving more than one affected nurse or department)  
8 shall be filed in this step.

9  
10 **Step 3.**

11 Association and President If the grievance is not resolved at Step 2 and the  
12 Association wishes to pursue the matter further, it shall, within fourteen (14)  
13 calendar days following receipt of the Vice President's written response at  
14 Step 2, present the grievance in writing to the Hospital President, or their  
15 designee, for consideration and determination. A Labor Relations  
16 Representative or other field representative of the Association, the grievant,  
17 and other pertinent parties shall meet with the President, or their designee,  
18 within ten (10) calendar days to review the grievance. The President, or their  
19 designee, shall make a determination of the matter, in writing, within fourteen  
20 (14) calendar days following the meeting with the Labor Relations  
21 Representative.

22  
23 **Step 4.**

24 If the grievance is still unresolved and the Association wishes to pursue the  
25 matter to arbitration, it shall notify the President in writing within ten (10)  
26 calendar days after receipt of the President's decision at Step 3. If the parties  
27 cannot agree upon an arbitrator within ten (10) calendar days after written  
28 notice of intent to arbitrate has been received by the Hospital, the  
29 Association shall request the Federal Mediation and Conciliation Service  
30 (FMCS) to submit a list of seven (7) arbitrators from which each party shall  
31 strike a name alternately, starting with the Hospital, until only one name  
32 remains. The remaining name shall be the arbitrator. For grievances  
33 involving claims of discrimination based on protected class, the list of  
34 arbitrators shall include a diverse mix.

1 **10.5 Arbitrator.**

2 The arbitrator's decision shall be final and binding upon the nurse,  
3 Association and Hospital; provided, however, that they shall not have the  
4 authority to modify, add to, alter, or detract from provisions of this Agreement  
5 or to impose any obligation on Association or Hospital not expressly agreed  
6 to by the terms of this Agreement.

7  
8 **10.6 Response Time.**

9 Failure of the Hospital to respond within the specified time shall allow the  
10 nurse to submit the request to the next level. Failure of the nurse or the  
11 Association to submit the request to the next level within specified time limits  
12 shall constitute abandonment of the request.

13  
14 **10.7 Cost of Arbitration.**

15 The cost of the arbitration, including the cost of the arbitrator and a reported  
16 transcript, shall be borne by the loser as designated by the arbitrator.

17  
18 All efforts on the part of both parties will be made to schedule arbitration  
19 hearings in a timely fashion.

20  
21 **10.8 Resolution.**

22 The resolution of a grievance shall not be made retroactive for a period  
23 exceeding six (6) months prior to the date the grievance was first presented  
24 in writing, unless the matter is covered by law or statute of the Department of  
25 Labor, i.e., a wage claim.

26  
27 **ARTICLE 11 – PROFESSIONAL DEVELOPMENT**

28 **11.1 Educational Opportunities.**

29 The Hospital seeks and supports educational opportunities for nurses. In  
30 order to meet and exceed the standards of patient care, the Hospital may  
31 require specific national certifications or required courses. The Hospital will  
32 pay registration fees for courses required as a condition of employment.  
33 Mileage, lodging and/or meals will also be paid by the Hospital for courses  
34 that are required as a condition of employment in accordance with the

1 Hospital Employee Travel policy in effect October 2016. Change to the  
2 Hospital Employee Travel policy shall be noticed to the Association within  
3 thirty (30) days. Administrative approval shall be equitably distributed and not  
4 unreasonably denied.

5  
6 **11.2 Professional Development.**

7 The Hospital supports professional nursing skills development through  
8 opportunities to participate in seminar and workshop experience. The  
9 Hospital will provide an education fund, beginning in July 2022 of fifty  
10 thousand dollars (\$50,000) per year to provide educational training exclusive  
11 of in-service. Employees may apply for such training courses or workshops  
12 which are relevant to their position in the Hospital. Such applications are  
13 submitted to the PNCC. Notice of such educational opportunities shall be  
14 posted. The spirit and intent of this provision shall be to give the employee  
15 covered by this Agreement an equal opportunity to upgrade their professional  
16 skills. Time spent in hospital approved education, including multi-day  
17 conferences, shall be considered hours worked. Time spent in online  
18 learning will be compensated at the nurse's regular rate of pay, including  
19 differentials, based on either the number of CE's awarded for such  
20 education, or if CE is not available, the average length of time to complete  
21 the program as reported by the education provider (i.e., AHA).

22  
23 **11.3 Educational Programs.**

24 The Hospital shall provide monthly, meaningful in-service educational  
25 programs for all personnel covered by this Agreement. In the event a nurse is  
26 required by the Hospital to attend in-service education functions outside the  
27 nurse's normal shift, the nurse will be compensated for the time spent in such  
28 functions at the nurse's appropriate hourly rate.

1 **11.4 Training.**

2 The Hospital shall ensure that training for new equipment or new procedures  
3 is provided for nurses working in affected positions, as well as those nurses  
4 reasonably expected to float into those positions, and to compensate nurses  
5 for authorized time spent and expenses incurred in such newly required  
6 training.

7  
8 **11.5 Continuing Education.**

9 Nurses covered under this agreement shall be required to have twelve (12)  
10 contact hours of continuing education each year in addition to CPR, ACLS,  
11 TNCC, MOAB, and PALS as may be required by their position. The contact  
12 hours may include, but not be limited to: lecture, taped lectures, skill fair, on-  
13 line learning, professional nursing journals CEUs, nursing related classes in  
14 a BSN/MSN program, paid and unpaid time, local and off-site programs.

15  
16 **11.6 Paid Education Leave.**

17 Paid education leave is subject to administrative approval. Criteria for  
18 approval of educational requests are based primarily on relevance to current  
19 job description. The PNCC/Education Committee described in section 11.7,  
20 will review educational requests and recommend dispersal of educational  
21 funds. The PNCC/Education Committee's primary objectives related to  
22 educational funds are:

23  
24 To collaboratively develop a yearly education plan that addresses required  
25 and optional internal educational offerings that meet both the needs of the  
26 nursing staff and the Nursing Departments and takes into consideration all  
27 costs, resources, and support necessary to successfully implement the plan.

28  
29 To develop a yearly educational calendar that allows the educational  
30 offerings to be developed, coordinated and planned so that participation is  
31 optimized.

1 To collaboratively work with the education department in planning commonly  
2 needed education so that resources are maximized, and offerings reflect  
3 nurses' interests.

4  
5 To collaboratively determine what outside speakers or education should be  
6 brought to the hospital in an effort to meet the needs of the staff that cannot  
7 be met by other educational resources.

8  
9 To review and recommend approval or denial of nurse requests for job  
10 related education away from the hospital.

11

12 **11.7 The PNCC/Education Committee.**

13 It is the responsibility of the PNCC/Education committee to manage the funds  
14 identified in Section 11.2. The PNCC/Education Committee meets regularly  
15 at a designated time which is posted by PNCC department representatives  
16 on Association bulletin boards.

17

18 **11.8 Educational Requests.**

19 The Nurse making the education request must submit the request prior to the  
20 committee meeting in order to facilitate the process. All educational requests  
21 by Nurses are to be forwarded to the PNCC/Education Committee after  
22 having been submitted to the Unit Manager for consideration.

23

24 The PNCC/Education Committee shall receive input from the manager as to  
25 the merits of the request. It is the responsibility of the committee to notify the  
26 Nurse and the Unit Manager of the decision to recommend approval or denial  
27 of an educational request within five (5) days of the PNCC/Education  
28 Committee meeting.

29

30 Upon receiving the recommendation/approval of the PNCC/Education  
31 committee and reviewing patient care staffing requirements a Unit Manager  
32 will approve or deny the education request. If denied the manager shall  
33 explain the reason for the denial.

1 **11.9 PNCC/Education Committee Pay.**

2 Hospital will pay at straight time pay each staff PNCC/Education Committee  
3 Representative for all time spent on committee assignment and or meetings.

4

5 **11.10 Oral Presentations.**

6 All nurses shall be prepared to make oral or written presentations to the  
7 Hospital staff regarding continuing education paid for by the hospital.

8

9 **11.11 Certification Premium.**

10 The Hospital recognizes the professional dedication and quality focus  
11 required to achieve and maintain advanced degrees and specialty  
12 certification. Employees who have and maintain a current American Board of  
13 Nursing Specialties recognized certification on file with the Hospital shall be  
14 paid one dollar (\$1.00) per hour for each certification. A maximum of three  
15 dollars (\$3.00) per hour compensated for said certifications. The Hospital and  
16 the Association recognize that nurses working in the ED, ICU, and Surgical  
17 Services require additional certifications as mandatory for their employees,  
18 that are not mandatory for work in all departments. Subject to approval by the  
19 PNCC, certain additional certifications, up to 2, above the maximum may be  
20 allowed for those departments.

21

22 The PNCC will maintain a list of any such certifications. Decisions to remove  
23 a certification from the list, must be noticed to the Association at least thirty  
24 (30) days prior.

25

26 The Hospital encourages all Nurses to obtain certification in their area of  
27 specialty. Certification must be in the Nurse's area of specialty in order to  
28 qualify for the compensation premium mentioned above. Certification  
29 premium shall be effective at the beginning of the next pay period upon the  
30 nurse successfully providing evidence of certification to the Human  
31 Resources Department.

1 Bachelor's or Master's degree – Employees who have a BSN or relevant  
2 bachelor's degree or MSN degree on file with the Hospital shall be paid one  
3 dollar (\$1.00) per hour for each degree. Degree premium shall be effective at  
4 the beginning of the pay period upon the nurse successfully providing  
5 evidence of graduation to the Human Resources Department. The Hospital  
6 will recognize one bachelor's degree and one master's degree for each  
7 nurse.

8

9 **11.12 Clinical Ladder.**

10 The Hospital and PNCC will continue to meet and maintain the clinical ladder  
11 program. The program will detail up to five (5) steps with compensation and  
12 performance expectations tied to each step of the ladder. Policy 14376059  
13 [Clinical Ladder (Nursing)] Last revised November 02, 2023. Any change to  
14 the policy must be agreed to between the PNCC and the Hospital.

15

16 **11.13 Meeting Attendance.**

17 Committee members will be released to attend all meetings scheduled at  
18 least fourteen (14) days in advance unless patient care would be disrupted  
19 by a release. If the manager is unable to release the nurse, they will notify  
20 the Vice President of Nursing and the Labor Representative by email  
21 including the reason for inability to release.

22

23

**ARTICLE 12 – SENIORITY**

24 **12.1 Seniority Roster.**

25 Full-time and part-time nurses shall be placed on the same seniority roster  
26 and shall accrue seniority on the basis of hours worked in a position covered  
27 by this Agreement since the most recent starting date of employment at the  
28 Hospital. This seniority list procedure shall be duplicated for RNs and LPNs  
29 separately. If a bargaining unit nurse accepts a non-bargaining unit position  
30 with the Hospital and subsequently returns to the bargaining unit, previous  
31 bargaining unit seniority shall be restored (bridged) and seniority accrual  
32 shall resume. No bargaining unit seniority will accrue while in a non-  
33 bargaining unit position.

1 **12.2 Termination.**

2 Seniority shall be terminated by:

3 **12.2.1** Termination or retirement, unless the employee is rehired within  
4 thirty (30) calendar days.

5  
6 **12.2.2** Layoff for lack of work which is continued for six (6) consecutive  
7 months unless the nurse remains available.

8  
9 **12.2.3** Continued absence without good cause following the expiration  
10 of a written leave of absence or emergency extension thereof  
11 granted by Hospital.

12  
13 **12.2.4** Unexcused absence from work for three (3) consecutive  
14 working days without good cause.

15  
16 **12.2.5** Failure to report for work without good cause promptly after an  
17 accident or sickness when released to return to work by the  
18 physician.

19  
20 **12.2.6** Falsification of relevant information on job application.

21  
22 **12.3 Trial Period.**

23 After a nurse has served their trial period of employment, their seniority shall  
24 date from their most recent date of hire by the Hospital in an RN or LPN  
25 category separately.

26  
27 **12.4 Event of a Layoff.**

28 In the event of a layoff, nurses will be laid off in the reverse order of seniority  
29 provided the remaining nurses are qualified to perform the available work  
30 and hours. Recall shall be in the reverse order of layoff. Per Diem nurses  
31 shall be laid off before full-time and part-time nurses. The Hospital will give  
32 the Association written notice including an approximate duration as soon as  
33 possible prior to implementation of a layoff and shall meet at the request of  
34 the Association to review details of such an action.

1 **12.5 Notices of Openings and Hiring Progression.**

2 **12.5.1** Notices of openings for all unit vacancies (including new  
3 positions and core positions) shall be posted on the Applicant  
4 and Tracking System for at least seven (7) calendar days  
5 before the vacancy is permanently filled. The notice shall state  
6 the position, shift, nursing unit, whether the position has a core  
7 schedule (list days of the week) or is flexible or variable, holiday  
8 designation pursuant to Section 5.5, and number of hours  
9 available for the position and shall provide a job description for  
10 the position. The Employer may post externally in conjunction  
11 with all internal postings. Qualified candidates will be given  
12 preferential consideration in the following order: Current unit  
13 employee, current Hospital employee, and external applicant.

14  
15 **12.5.2** Seniority will not control but shall be a factor along with skill,  
16 ability, work record, clinical experience and post-licensure  
17 clinical specialty education in filling unit openings and awarding  
18 new unit positions from available candidates. Should two  
19 candidates have equal qualifications, the position will be  
20 awarded by hospital seniority.

21  
22 **12.5.3** A nurse who desires to change schedules or to move to  
23 another department shall make the request known via the  
24 electronic system for internal applicants. The successful  
25 applicant shall be transferred into the new position within thirty  
26 (30) days of selection for the position.

27  
28 **12.6 Work Assignments.**

29 Hospital will not hire new full-time or part-time nurses or give such nurses  
30 work assignments which would diminish or alter a more senior nurse's  
31 regularly scheduled hours without first giving the senior nurse an opportunity  
32 to accept the open position.

1 **12.7 Low Census Standby.**

2 If an employee is scheduled to work, they must be available to be put on Low  
3 Census Standby for the Hospital. Low Census/LCSB will be rotated on the  
4 following schedule:

5 **12.7.1** Nurses who volunteer (see policy 15038295 [Low Census Stay  
6 home, Hospital Convenience Day as last revised 02/14/2023]).  
7

8 **12.7.2** Non-voluntary temporary and agency/travel nurses;  
9

10 **12.7.3** Non-voluntary Per Diem nurses;  
11

12 **12.7.4** Non-voluntary part-time and full-time nurses on the affected  
13 shift, shall rotate LC/LCSB. Recording of LC/LCSB will be done  
14 by total hours lost, rounded to the nearest half an hour. The  
15 LC/LCSB will be tracked by the Hospital Supervisors and will  
16 be available for review by nurses.  
17

18 **12.7.5** If during the term of this agreement, a group of nurses is taking  
19 a disproportionate share of LC/LCSB days, the Hospital shall  
20 meet at the request of the Association to discuss options for  
21 balancing the LC/LCSB days. Duplicate rotation lists shall be  
22 applied for LPNs and RN separately. Such rotation lists will be  
23 posted in a central location available for review by nurses when  
24 desired. A full shift of low census may be split between two (2)  
25 nurses by mutual agreement of the nurses.  
26

27 **12.7.6** In periods of low census, before a regular full-time or part-time  
28 nurse is placed on Low Census Standby or Low Census, they  
29 may be assigned for orientation in areas in which they are not  
30 fully oriented, provided that staff is available to conduct the  
31 orientation and provided that they can reasonably be expected  
32 to work in that area; or they may float to provide relief in  
33 departments where the need arises, provided the nurse has  
34 been fully oriented. To meet Hospital needs, traveler or agency

1 nurses will be floated to other departments where they are  
2 qualified to perform patient care before core staff is floated.

3  
4 **12.7.7** Nurses wishing to make themselves available for each month's  
5 schedule for working additional shifts in part to replace  
6 LC/LCSB shifts shall notify their nurse manager in writing.  
7 Managers and Supervisors will consult the written requests to  
8 solicit volunteers to work additional hours or shifts, extra shift  
9 premium pay will be determined pursuant to Section A.10.

10  
11 **12.7.8** Nurses on LCSB shall be readily available to be called in when  
12 needed, commencing with the start of the shift for which they  
13 were placed on low census.

14  
15 **12.8 Low Census.**

16 In periods of low census when nurses are to be placed on LC/LCSB, the  
17 tracking system currently referenced in this section will be used, provided  
18 that the nurse to work is qualified to perform the work needed. These  
19 LC/LCSB hours for nurses who would have received premium pay for  
20 working additional hours will not be counted in the system for purposes of  
21 determining future low census rotation.

22  
23 A nurse may not be placed on LC/LCSB when an agency/travel nurse is on a  
24 previously scheduled/posted shift in the same unit unless the nurse in a core  
25 position is working an extra shift at a premium rate (extra shift premium  
26 and/or crisis pay). Nurses in core positions shall be given a preference over  
27 agency/travel nurses for extra shifts.

28  
29 **12.9 Low Census Limits.**

30 Nurses shall not be placed on low census for more than twenty-five percent  
31 (25%) of their regularly scheduled hours in each pay period unless the nurse  
32 volunteers for additional low census hours above the twenty-five percent  
33 (25%) maximum amount. Each nurse who is being kept on shift when the  
34 staffing matrix does not call for their presence may be required to float to

1 another unit as specified by the needs of the units, as directed by  
2 management/ supervisor. Nurses who refuse to float as referenced in 12.7  
3 above will be placed on voluntary low census. The nurse will be required to  
4 accept the duties as assigned for the float assignment which includes but is  
5 not limited to: relieving nurses for assigned breaks, providing additional  
6 hands to care for patients, accepting and caring for a patient load, performing  
7 duties such as call-backs, quality improvement projects, and other duties  
8 assigned.

9  
10 Nurses who are providing more than helping hands type care must be  
11 oriented to both the department and patient type.

12  
13 A nurse who has previously been oriented but has not worked in a  
14 department for the previous six (6) months may request a refresher  
15 orientation period before assuming a patient assignment.

16  
17 **ARTICLE 13 – PRORATED BENEFITS FOR REGULAR PART-TIME NURSES**

18 **13.1 Prorated PTO & EIB.**

19 Except as otherwise expressly provided, PTO and EIB shall be prorated for  
20 regular part-time nurses by multiplying hours worked including Low Census,  
21 LCSB, and on-call by the factor identified in Section 5.3.1 and Section 5.6.1  
22 respectively.

23  
24 **13.2 Benefits other than Wages.**

25 Benefits other than wages do not apply to temporary or Per Diem nurses. In  
26 lieu of benefits, Per Diem nurses shall receive a fifteen percent (15%)  
27 differential.

1 **ARTICLE 14 – MANAGEMENT RIGHTS**

2 **14.1 Association Recognizes.**

3 The Association recognizes that the Hospital has the obligation of serving the  
4 public with the highest quality, efficient and economical medical care and in  
5 meeting medical emergencies. The Association further recognizes the right  
6 of the Hospital to operate and manage the Hospital including but not limited  
7 to the right to require efficient standards of performance and the  
8 maintenance of discipline, order and efficiency, the right to determine  
9 medical and nursing care in line with ethical, legal, and professional practice  
10 standards, and methods to direct nurses and determine professional  
11 assignments, to schedule work, to determine the quality and types of  
12 equipment to be used, to introduce new methods, facilities and organizational  
13 structures, to determine efficient staffing requirements, to determine the  
14 number and location of facilities, to determine whether the whole or any part  
15 of the operation shall continue to operate, to select and hire employees, to  
16 determine qualifications for nursing positions, to promote, to demote,  
17 suspend, discipline or discharge employees for just cause, to lay off  
18 employees for lack of work or other legitimate reasons, to recall employees,  
19 to determine that nurse employees shall not perform certain functions, to  
20 require reasonable overtime work, to promulgate reasonable rules and  
21 regulations provided that such rights shall not be exercised so as to violate  
22 any of the specific provisions of this Agreement.

23  
24 **14.2 Scope of Agreement.**

25 The Agreement expressed herein in writing constitutes the entire agreement  
26 between the parties. It is understood that the specific provisions of this  
27 Agreement shall be the sole source of the rights of the Association and the  
28 rights of any nurse covered by this Agreement and shall supersede all  
29 previous oral and written agreements between the Hospital and the nurses.  
30 The Hospital is under no obligation to maintain past practices, existing  
31 conditions, or historical prior benefits, oral or written.

1 **14.3 Non-Grievable.**

2 It is expressly understood that the provisions contained in Article 14 above,  
3 are not subject to the grievance procedure.

4  
5 **ARTICLE 15 – SEPARABILITY**

6 **15.1 Force & Effect.**

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

12  
13 **ARTICLE 16 – APPENDICES**

14 **16.1 Appendices A, B, C, D, & E.**

15 Appendices A, B, C, D, and E are intended to be part of this Agreement and  
16 by this reference are made a part hereof.

17  
18 **ARTICLE 17 – PATIENT CARE/PROFESSIONAL NURSING CARE COMMITTEE**

19 **17.1 Nurses Submitted Recommendations.**

20 The Association and the Hospital recognize their joint responsibility to  
21 improve patient care. Nurses are encouraged to submit recommendations  
22 and suggestions to the Vice President of Nursing Services or to the  
23 President.

24  
25 **17.2 Professional Nursing Care Committee.**

26 The nurses may form a Professional Nursing Care Committee (PNCC) which  
27 shall include a Chairperson elected by the bargaining unit and one (1) nurse  
28 from each department or group of smaller departments of the Hospital and  
29 covered by this Agreement as selected by the bargaining unit. The  
30 committee shall meet as frequently as it deems necessary, but no less than  
31 monthly. Committee members will receive pay at their regular straight-time  
32 hourly rate of pay for attendance at committee meetings or work on sub-  
33 committees that the PNCC and the Hospital agree are necessary for fulfilling  
34 committee duties. PNCC members will be released to attend all scheduled

1 meetings in accordance with Section 11.13. The committee will invite the  
2 Vice President of Nursing Services or their designee to attend committee  
3 meetings for the purposes of exchanging information or recommendations.  
4 The purposes of the committee will be:

5 **17.2.1** To work constructively for the improvement of patient care;

6  
7 **17.2.2** To recommend to the Hospital ways and means to improve patient  
8 care;

9  
10 **17.2.3** To provide input in the selection of material for and the scheduling  
11 of monthly in-service meetings; and

12  
13 **17.2.4** To promote efficient nursing practice.  
14

15 The committee shall refrain from any discussion involving the interpretation  
16 of the contract. Further, written minutes of all committee meetings shall be  
17 made and copies of such minutes shall be furnished to the Vice President of  
18 Nursing Services, or their designee, and to the Hospital President.  
19

## 20 **ARTICLE 18 – RETIREMENT BENEFITS**

### 21 **18.1 Annuity.**

22 The Hospital shall contribute to a tax-sheltered annuity, as a retirement  
23 benefit, for regular full-time and regular part-time nurses (those working at  
24 least one thousand (1000) hours per year in each year) based on the  
25 following calculations:

Months of Employment	Benefit
24-60 months	4% of regular hourly rate of pay (inclusive of PTO pay)
61-120 months	5% of regular hourly rate of pay (inclusive of PTO pay)
121-180 months	6% of regular hourly rate of pay (inclusive of PTO pay)
181-240 months	7% of regular hourly rate of pay (inclusive of PTO pay)
240+ months	8% of regular hourly rate of pay (inclusive of PTO pay)

1 **18.2 Hospital Matching.**

2 In addition to the basic contributions mentioned above, nurses may enroll in  
3 the Hospital's matching plan whereby the Hospital shall match up to four  
4 percent (4%) for nurses with twenty-four (24) through one-hundred twenty  
5 (120) months of employment, seven percent (7%) for nurses with more than  
6 one-hundred twenty (120) months) of employment] of a nurse's elective  
7 contributions. The Hospital's matching contributions shall be equal to fifty  
8 percent (50%) of the active nurse's elective deferrals under the plan. Any  
9 elective deferrals that exceed the above listed amounts, will be made under  
10 the Hospital's voluntary Tax-Sheltered Annuity Plan.

11

12 For nurses with twenty-four (24) through one-hundred twenty (120) months of  
13 employment:

Nurse's Deferral (% of Regular Hourly Rate of Pay Inclusive of PTO pay)	Hospital Match (% of Regular Hourly Rate of Pay Inclusive of PTO Pay)
1%	0.5%
2%	1.0%
3%	1.5%
4%	2.0%

For nurses with over one-hundred twenty (120) months of employment:

<b>Nurse's Deferral (% of Regular Hourly Rate of Pay Inclusive of PTO pay)</b>	<b>Hospital Match (% of Regular Hourly Rate of Pay Inclusive of PTO pay)</b>
5.0%	2.5%
6.0%	3.0%
7.0%	3.5%

1 **18.3 Contribution Timeline and Statements.**

2 Employer and employee contributions to a nurse's retirement account shall  
3 be made within ten (10) days of each pay day. Nurses shall be provided a  
4 quarterly statement as to the contributions and percentage being made.

5

6 **18.4 Additional PTO or Higher Retirement Contribution.**

7 After completion of two-hundred forty (240) months of service, a nurse may  
8 elect to accrue additional PTO (as described in Article 5.3.5) in lieu of higher  
9 retirement benefit. Such nurses will continue to receive the retirement  
10 contribution equivalent to the one-hundred eighty-one (181) to two-hundred  
11 forty (240) months of employment rate. Absent any such election, the nurse  
12 will move to the higher retirement contribution rate. Nurses may elect to  
13 change the retirement option annually during open enrollment.

14

15 **18.5 Failure to Enroll.**

16 Nurses who fail to enroll by the date of becoming eligible shall be  
17 automatically enrolled by the Hospital in the tax-sheltered annuity company  
18 to which the Hospital contributes moneys for non-Association employees.

19 The Human Resources Department shall notify nurses at least thirty (30)  
20 days before the nurse's eligibility date in order for the nurse to enroll in the  
21 retirement plan.

1 **18.6 Any Change to the Retirement Plan.**

2 In the event the Hospital should change retirement plans, then the  
3 Bargaining Unit may be allowed to change to the new plan.

4  
5 **18.7 Termination and Rehire.**

6 Nurses enrolled in the retirement plan who terminate their employment at the  
7 Hospital and who are subsequently rehired will resume retirement benefits at  
8 the same rate at which they left.

9  
10 **ARTICLE 19 – ENTIRE AGREEMENT**

11 **19.1 Entire Agreement.**

12 This Agreement expressed herein in writing constitutes the entire agreement  
13 between the parties. It is understood that the specific provisions of this  
14 Agreement shall be the sole source of rights of the Association and the rights  
15 of any nurse covered by this Agreement and shall supersede all past  
16 practices, or previous oral and written agreements between the Employer  
17 and the nurses.

18  
19 **ARTICLE 20 – DRUG AND ALCOHOL POLICY**

20 **20.1 Ratification.**

21 Within ninety (90) days of ratification, the Association and the Hospital agree  
22 to commence reopener bargaining with the limited purpose of developing  
23 and implementing a drug and alcohol policy based on a joint commitment to  
24 promote an impairment free work force, an optimal atmosphere for care  
25 giving and that will comply with Americans with Disabilities Act (ADA),  
26 Oregon State Board of Nursing (OSBN) and Oregon Health Professional  
27 Service Program (HPSP). The parties to this agreement agree that  
28 representatives of the Hospital's other bargaining units may be present  
29 during such reopener negotiations for jointly bargaining development and  
30 application of a drug and alcohol policy to those bargaining units. If after a  
31 period of 13 months of good faith bargaining (starting with the first bargaining  
32 session) and after no fewer than five (5) bargaining sessions, negotiations  
33 are unsuccessful, either party may request the assistance of a third-party  
34 mediator.

1 **ARTICLE 21 – DURATION AND TERMINATION**

2 **21.1 Effective Date.**

3 This Agreement shall be effective on July 1, 2024 and shall remain in full  
4 force and effect through May 31, 2026, and annually thereafter unless either  
5 party hereto serves notice on the other to amend or terminate the Agreement  
6 as provided in this Article.

7  
8 **21.2 Reopeners.**

9 If either party hereto desires to modify or amend any of the provisions of this  
10 Agreement effective after May 31, 2026, it shall give written notice to the  
11 other party not less than ninety (90) days in advance of June 1, 2026, or any  
12 June 1 thereafter that this Agreement is in effect. Upon notification, parties  
13 agree to enter into negotiations within thirty (30) days.

14  
15 **ARTICLE 22 – ARTIFICIAL INTELLIGENCE IN PATIENT CARE**

16 **22.1 Artificial Intelligence in Patient Care.**

17 Generative Artificial Intelligence (“GAI”) generally refers to a subset of  
18 artificial intelligence that progressively learns patterns from data and creates  
19 new images, text, or other data based on predictions and recommendations  
20 based on those data patterns. GAI may have implications in patient care  
21 settings for diagnosis, treatment, staffing levels, and overall patient care. GAI  
22 does not include systems that objectively monitor, track, or store information  
23 such as timekeeping or financial systems. GAI also does not include  
24 “traditional AI” technologies which generally include systems that are  
25 programmed by humans to perform specific functions including applying pre-  
26 programmed algorithms that analyze sets of data and make predictions  
27 based on such analysis. This Article shall be limited to GAI and also apply to  
28 any technology that is consistent with the foregoing definition of GAI,  
29 regardless of its name.

30  
31 **22.2 GAI Integration.**

32 **22.2.1** The parties acknowledge that nurses have legitimate concerns about  
33 the use or potential use of GAI systems in patient care settings. The  
34 Vice President of Nursing or designee shall, upon request, within

1                   fourteen (14) days, agree to meet with the Association to discuss  
2                   concerns about the potential or actual impact of GAI systems in the  
3                   patient care setting and on working conditions of bargaining unit  
4                   employees.

5  
6                   **22.2.2** The Parties acknowledge that GAI technologies may complement and  
7                   enhance the work of nurses to minimize their administrative tasks and  
8                   maximize their time spent in direct patient care.

9  
10                  **22.3 Protection Against De-Skilling and Job Loss.**

11                  **22.3.1** The Parties will bargain over the effects of the Hospital's decision to  
12                  obtain and implement GAI systems that might result in job loss for  
13                  bargaining unit employees with the intended goal of minimizing job  
14                  loss and consideration of retraining affected bargaining unit  
15                  employees for open positions.

16  
17                  **22.4 Worker Privacy and Tracking Devices.**

18                  **22.4.1** Nurses' shall not be subjected by the Hospital to known or intentional  
19                  surveillance and tracking through GAI devices without prior notice to  
20                  the Association and an opportunity to meet, confer, and inform nurses  
21                  of the Hospital's surveillance and tracking practices. Any tracking or  
22                  monitoring of nurses by use of a GAI system shall comply with all  
23                  applicable privacy laws and regulations.

24  
25                  **22.5 Accountability in Clinical Decisions.**

26                  **22.5.1** The parties recognize that any GAI technologies that assist in  
27                  clinical practice are adjunct to, not replacements for, the nurse's  
28                  knowledge and skill. GAI is not intended to and shall not be  
29                  intentionally utilized by the Hospital to replace a nurse's judgment,  
30                  critical thinking, or assessment skills.

31  
32                  **22.5.2** Furthermore, the parties acknowledge that each nurse is ultimately  
33                  responsible for making informed clinical decisions consistent with  
34                  the responsibility of their professional licensure.

1 **22.6 Transparency.**

2 **22.6.1** The Hospital shall, upon request by the nurse and/or Association  
3 (and to the extent available from technology vendors), provide nurses  
4 access to information pertaining to GAI applications used in patient  
5 care settings.

6

7 **22.7 Discussions.**

8 **22.7.1** The Parties acknowledge ~~that~~ the importance of meaningful input by  
9 nurses about the use of GAI systems in patient care settings.

10

11 **22.7.2** In addition to the recognition in sections 22.2.1 and 22.9 that nurses  
12 and the Association may raise concerns about GAI uses and impacts,  
13 and of the Hospital's commitment in Section 22.3.1 to bargain over  
14 the effects of a GAI system on the bargaining unit, either Party may  
15 request a meeting during the term of the Agreement to discuss  
16 evolving uses of GAI, the potential for mutual goals and positive  
17 outcomes that these tools might provide, and their potential role in  
18 work processes.

19

20 **22.7.3** In addition to participation by the Labor Representative, three (3)  
21 nurses in the bargaining unit may be selected by the Association to  
22 participate in the joint discussion. Selected members shall be granted  
23 paid release time at their regular rate of pay for their participation.  
24 The amount of release time shall be agreed upon by the Association  
25 and the Hospital and shall not result in a reduction of regular work  
26 hours or pay for participating nurses.

27

28 **22.8 GAI System Training.**

29 The Hospital shall provide nurses with ongoing training and skill development  
30 programs as may be necessary to allow them to effectively understand and  
31 work with GAI systems utilized by the Hospital.

1 **22.9 Protection from Retaliation.**

2 Nurses may, without threat of retaliation or reprisal, address any concerns  
3 that a particular GAI system compromises data privacy or diminishes the  
4 quality of patient care through their supervisor and/or pursuant to Patient  
5 Event Reporting System (Resolve).

6

7 **22.10 Data Usage in Disciplinary Actions.**

8 Data and insights generated by GAI systems implemented by the Hospital  
9 shall not be used solely as a basis for disciplinary action.

**SIGNATURE PAGE**

Signed this day of  
2024-Dec-10 | 3:59 PM PST

Signed this day of  
2024-Dec-08 | 7:27 PM PST

**Oregon Nurses Association**

**Good Shepherd Medical Center**

*Tamie Cline*  
\_\_\_\_\_  
Tamie Cline  
ONA Representative

*Art Mathisen*  
\_\_\_\_\_  
Art Mathisen  
President & CEO  
Good Shepherd Health Care System

*Deresa Thew*  
\_\_\_\_\_  
Deresa Thew  
ONA Representative

*Courtney Munoz*  
\_\_\_\_\_  
Courtney Munoz  
Sr. Director of Human Resources

*Amber Boren*  
\_\_\_\_\_  
Amber Boren  
ONA Representative

*Alissa Ramirez*  
\_\_\_\_\_  
Alissa Ramirez  
ONA Representative

*Ian Murray*  
\_\_\_\_\_  
Ian Murray  
ONA Representative

*Michelle Gerrard*  
\_\_\_\_\_  
Michelle Gerrard  
ONA Representative

*Jeff Rost*  
\_\_\_\_\_  
Jeff Rost  
ONA Representative

*Rhonda Kenny*  
\_\_\_\_\_  
Rhonda Kenny  
ONA Labor Representative

1 **APPENDIX A**

2 **A.1 Hourly Rates.**

3 Nurses covered by this Agreement will be paid as follows:

- 4 • Effective July 1, 2024, all nurses should receive a 5% wage increase.
- 5 • Effective January 1, 2025, all nurses should receive a 2% wage increase.
- 6 • Effective July 1, 2025, all nurses should receive a 5% wage increase.
- 7 • Effective January 1, 2026, all nurses should receive a 2% wage increase.

8  
9 **A.2 Shift Differential:**

RNS & LPNS:	
Days	Zero percent (0%) of the nurse’s hourly rate
Evenings	Eight percent (8%) of the nurse’s hourly rate
Nights	Fifteen percent (15%) of the nurse’s hourly rate

10 Days shall be defined as the hours between 7:00 a.m. and 3:30 p.m.

11 Evenings shall be defined as the hours between 3:00 p.m. and 11:30 p.m.

12 Nights shall be defined as the hours between 11:00 p.m. and 7:30 a.m.

13  
14 A nurse who works into another shift to complete work from their original shift  
15 shall continue to receive, if applicable the original shift differential. A nurse  
16 who is asked to stay over to work all or part of a new shift will receive, if  
17 applicable, the new shift differential. Regular shift start and stop times will be  
18 established by management after consultation with the affected nurse(s).

19 **A.2.1** Nurses who are on LCSB during a holiday may take another day off  
20 from their PTO bank or request pay from their PTO bank in lieu of time  
21 off.

22  
23 **A.2.2 Standby** –The standby and callback compensation policies for nurses  
24 are as follows:

25  
26 Nurses will receive effective on ratification, eight dollars (\$8.00) an  
27 hour ten dollars (\$10.00) on holidays) for each hour of standby time  
28 not worked. Nurses who are on standby and called back to the  
29 Hospital after the end of the regularly scheduled shift on weekdays or

1 called back on weekends will receive time and one-half (1-½) for that  
2 portion of callback hours which are worked. Nurses will be guaranteed  
3 a minimum of two (2) hours' pay for callbacks. Nurses who are on  
4 standby and called back to the Hospital on a holiday will receive  
5 double time (2x) for those hours worked, with a guaranteed minimum  
6 of two (2) hours' pay for callbacks.

7  
8 A sleep room shall be made available to nurses who live out of the  
9 area when on call in order to facilitate a timely call-back response.

10  
11 Except in the case of a disaster, Nurses shall be considered to only be  
12 on-call for that department. However, a nurse may exercise the option  
13 to float to other departments after the appropriate orientation if  
14 mutually agreeable to the nurse and the Hospital.

15  
16 **A.2.3 On-call** – The on-call and callback policies for nurses are as follows:

17  
18 Nurses who are requested to be on-call shall be paid effective on  
19 ratification, eight dollars (\$8.00) an hour ten dollars (\$10.00) on  
20 holidays) for each hour of on-call.

21  
22 Additionally, if the on-call nurse is called in then they shall receive time  
23 and one-half (1-1/2) their regular hourly rate of pay and two times (2x)  
24 their regular hourly rate of pay on holidays for each hour worked.

25 When an on-call nurse is actually called back, they shall be  
26 guaranteed a minimum of two (2) hours pay in addition to their on-call  
27 pay.

28  
29 **A.2.4** Any nurse who is on their own time and is called back shall be  
30 compensated at one and one-half (1-½) times their regular hourly rate  
31 of pay for all work over eight (8) hours in that workday. Nurses who  
32 are on-call on a weekend shall receive double (2) time for hours  
33 worked in excess of twenty (20) hours on a given weekend. A  
34 weekend shall be defined as the period of time between the end of the

1 nurse's regularly scheduled shift that begins on Friday and the  
2 beginning of a nurse's regularly scheduled shift that begins on  
3 Monday. The higher holiday rate shall be paid for all hours on  
4 LCSB/On-call during the twenty-four (24) hour holiday period.  
5

6 **A.2.5** As a condition of employment, nurses hired after January 1, 1996,  
7 who are placed on LCSB/On-call for Surgery or Recovery must be  
8 able to return to the Hospital for work within twenty (20) minutes after  
9 notification that work is available. Nurses placed on LCSB/On-call for  
10 OB/Family Care must be able to return to the Hospital for work within  
11 thirty (30) minutes after notification that work is available. Nurses  
12 placed on LCSB/On-call for all other units must be able to return to the  
13 Hospital for work within forty-five (45) minutes after notification that  
14 work is available.  
15

16 **A.3 Show-Up.**

17 Nurses who are scheduled for work and who are permitted to come without  
18 receiving prior notice of at least two (2) hours that no work is available in  
19 their regular assignment will be paid an amount equivalent to four (4) hours  
20 of work at their regular rate of pay, provided they remain at the Hospital  
21 premises for appropriate assigned work. If the Hospital is unable to utilize  
22 the nurse and releases them to return home, the nurse shall receive the  
23 appropriate show up pay.  
24

25 **A.4 Temporary Assignment.**

26 If a nurse is temporarily assigned to relieve a supervisor, they shall receive a  
27 premium of seven percent (7%) above the nurse's regular rate of pay for  
28 each hour they are so assigned. Temporary assignment of a Registered  
29 nurse to be a relief supervisor does not remove a nurse from the Bargaining  
30 Unit.  
31

32 **A.5 Promotional Advancement.**

33 All nurses shall receive consideration for promotional advancement.

1 **A.6 Covered by this Agreement.**

2 Nurses covered by this Agreement shall only perform nursing functions.  
3

4 **A.7 Shift Charge Nurses.**

5 Nurses assigned as Shift Charge Nurses shall receive a premium of seven  
6 percent (7%) above the nurse's regular rate of pay for each hour so  
7 assigned.  
8

9 **A.8 Preceptor Differential.**

10 The Hospital shall pay a differential of three dollars (\$3.00) per hour to any  
11 nurse who is chosen and consents to serve as a preceptor to provide on-the-  
12 job training to newly licensed, newly hired nurses, or nursing students. The  
13 differential shall be paid for actual preceptor hours and hours in an approved  
14 preceptor training course. A preceptor will be responsible for precepting only  
15 one nurse at a time.  
16

17 All nurses who agree to be preceptors and who complete a hospital  
18 approved preceptor training course will receive a bonus of five hundred  
19 dollars (\$500).  
20

21 **A.9 Weekend Differential.**

22 Weekend shifts commence at the beginning of the night shift of the first  
23 weekend day and end forty-eight (48) hours later. All hours worked during  
24 the weekend hours will be paid a differential of three dollars (\$3.00) per hour  
25 worked. The forty-eight (48) hour weekend period shall be defined by  
26 declaration in writing of the nurse or by nursing unit. Once declared, the  
27 weekend designation shall not be changed for the term of this agreement.  
28

29 **A.10 Extra Shift Premium.**

30 Nurses who agree to work previously unscheduled hours (those not included  
31 when the schedule is regularly posted) shall be paid a premium of twenty  
32 (\$20.00) per hour in addition to all other compensation received for all extra  
33 hours worked, regardless of the total number of hours worked in the work  
34 week or workday. This premium is intended to encourage nurses to work

1 hours/shifts that are hard to fill. This premium will also be paid to nurses who,  
2 when asked, agree to work more than one (1) hour beyond their regular shift  
3 when needed to complete the work of that shift. The premium begins at the  
4 end of the regular shift. This premium will be paid to nurses who, when  
5 asked, agree to work all or part of a new shift not previously scheduled. The  
6 premium will begin at the beginning of the new shift. Such nurses may elect  
7 to limit the departments that they are available to work during such  
8 unscheduled hours and may decline to be placed on-call if not needed to  
9 actually work. Nurses who agree to pick up an extra on-call shift will be  
10 eligible to receive bonus pay of five dollars (\$5.00) per hour above the  
11 LCSB/on-call rate. However, the Hospital may, if deemed necessary by  
12 nursing leadership, call-off a nurse who has signed up for an Extra Shift  
13 Premium, due to low census pursuant to Article 12.7 & 12.8.

14

15 **A.11 Crisis Bonus Pay.**

16 Crisis Bonus shifts are determined and identified as below and must be  
17 beyond the nurse's scheduled/regularly assigned work schedule, including  
18 on-call shifts, and the nurse must work all regularly scheduled shifts in the  
19 work week [unless on previously approved leave (LC/LCSB, PTO, Jury Duty,  
20 Bereavement Leave, FMLA, etc)]. Crisis Bonus shifts shall be paid at \$252  
21 bonus (12-hour shift), \$210 (10-hour shift), \$189 (9-hour shift), \$168 (8-hour  
22 shift), or \$126 (6-hour shift) for nurses who work a crisis shift. This pay is in  
23 addition to Extra Shift Premium and all compensation from the CBA and/or  
24 FLSA and shall be paid in conjunction with Overtime, Holiday, etc. However,  
25 the Hospital may, if deemed necessary by nursing leadership, call-off a nurse  
26 who has signed up for an Extra Shift Premium, due to low census pursuant to  
27 Article 12.7 & 12.8. Crisis Bonus shifts shall be awarded equitably to nurses  
28 who volunteer for open shifts. If a nurse is called off of or is low censused  
29 during their crisis bonus shift, that nurse will receive the crisis shift bonus for  
30 the full amount of the scheduled shift.

1 To qualify for this bonus, the shift or group of shifts must meet the following  
2 criteria:

3 **A.11.1** last minute (less than seventy-two (72) hours) notice of shift  
4 opening;

5  
6 **A.11.2** not have been previously posted as an open shift;

7  
8 **A.11.3** may cover a single shift, or a group of shifts up to fourteen (14) days  
9 (i.e. a nurse calls off on Tuesday, and their next scheduled shifts  
10 were Thursday, Friday, Saturday of one week and Sunday,  
11 Thursday, Friday of the 2nd week). All shifts in the fourteen (14)  
12 days after the call off would be paid the crisis bonus.

13  
14 **A.11.4** To fill a need as determined by management as an option.

15  
16 **A.12 RN First Assist.**

17 Nurses who have completed their classroom and internship requirements of  
18 an AORN approved RNFA course and have agreed to function as an RN  
19 First Assist shall be paid a premium of fifteen percent (15%) of their regular  
20 rate of pay in addition to all other applicable pay when working as a  
21 designated RN First Assistant.

22  
23 **A.13 Float Pool Nurse Premium.**

24 Float Pool nurses shall be paid a premium of one dollar and seventy-five  
25 cents (\$1.75) per hour for each hour worked.

26  
27 Nurses, not part of the float pool who are trained to work in more than one (1)  
28 department and who agree to float to another department to care for a  
29 different type of patient than their usual assignment will receive a premium of  
30 five percent (5%) above the nurse's regular rate of pay for each hour so  
31 assigned. (Example: a Med/Surg nurse that floats to ICU and cares for ICU  
32 patients.)

1 **A.14 SANE Nurses.**

2 SANE Nurses who have completed training and are designated as able to  
3 perform exams independently under the guidelines of Oregon SATF (Sexual  
4 Assault Task Force) will qualify for the certification premium identified in the  
5 contract under section 11.12.

6

7 SANE trained nurses who are called in to testify in a court case related to an  
8 exam performed while on duty will be compensated at their regular rate of  
9 pay for all hours preparing for, traveling to, or testifying for the case. These  
10 hours will be considered hours worked.

11

12 **A.15 Translation Differential.**

13 Nurses who have completed Health Care Interpreter training, certified  
14 through the Oregon Health Authority (OHA), will be paid one dollar (\$1.00)  
15 per hour worked.

1 **A.16 RN Step Scale**

<b>RN</b>				
<b>STEP</b>	<b>7/1/2024</b>	<b>1/1/2025</b>	<b>7/1/2025</b>	<b>1/1/2026</b>
1	\$42.82	\$43.68	\$45.86	\$46.78
2	\$43.66	\$44.53	\$46.76	\$47.69
3	\$45.27	\$46.17	\$48.48	\$49.45
4	\$46.91	\$47.85	\$50.24	\$51.25
5	\$48.49	\$49.46	\$51.93	\$52.97
6	\$50.17	\$51.17	\$53.73	\$54.81
7	\$51.68	\$52.71	\$55.35	\$56.46
8	\$53.20	\$54.27	\$56.98	\$58.12
9	\$53.91	\$54.99	\$57.73	\$58.89
10	\$54.62	\$55.71	\$58.50	\$59.67
11	\$55.35	\$56.45	\$59.28	\$60.46
12	\$56.45	\$57.58	\$60.46	\$61.66
13	\$57.54	\$58.69	\$61.63	\$62.86
14	\$58.32	\$59.48	\$62.46	\$63.71
15	\$59.08	\$60.27	\$63.28	\$64.54
16	\$59.86	\$61.06	\$64.11	\$65.39
17	\$60.69	\$61.90	\$65.00	\$66.30
18	\$61.43	\$62.65	\$65.79	\$67.10
19	\$62.25	\$63.50	\$66.67	\$68.01
20	\$63.49	\$64.76	\$68.00	\$69.36
21	\$64.76	\$66.06	\$69.36	\$70.75
22	\$65.39	\$66.70	\$70.04	\$71.44
23	\$66.05	\$67.37	\$70.73	\$72.15
24	\$66.72	\$68.05	\$71.45	\$72.88
25	\$67.36	\$68.70	\$72.14	\$73.58
26	\$68.24	\$69.60	\$73.08	\$74.55
27	\$69.14	\$70.53	\$74.05	\$75.53
28	\$70.05	\$71.45	\$75.02	\$76.52
29	\$70.99	\$72.41	\$76.03	\$77.55
30	\$71.93	\$73.36	\$77.03	\$78.57
31	\$72.85	\$74.31	\$78.02	\$79.58

1 **A.17 LPN Step Scale**

<b>LPN</b>				
<b>STEP</b>	<b>7/1/2024</b>	<b>1/1/2025</b>	<b>7/1/2025</b>	<b>1/1/2026</b>
1	29.74	30.33	31.85	32.48
2	30.79	31.40	32.97	33.63
3	31.99	32.63	34.27	34.95
4	33.16	33.82	35.51	36.22
5	34.21	34.89	36.64	37.37
6	35.49	36.20	38.01	38.77
7	36.56	37.29	39.16	39.94
8	37.62	38.37	40.29	41.10
9	38.13	38.89	40.83	41.65
10	38.64	39.41	41.38	42.21
11	39.15	39.94	41.93	42.77
12	39.93	40.73	42.77	43.62
13	40.73	41.54	43.62	44.49
14	41.25	42.08	44.18	45.07
15	41.78	42.62	44.75	45.64
16	42.34	43.18	45.34	46.25
17	42.90	43.76	45.95	46.87
18	43.46	44.33	46.55	47.48
19	44.02	44.90	47.14	48.08
20	45.02	45.92	48.22	49.19
21	46.01	46.93	49.28	50.26
22	46.46	47.39	49.76	50.76
23	46.92	47.86	50.26	51.26
24	47.39	48.33	50.75	51.77
25	47.86	48.82	51.26	52.28
26	48.51	49.48	51.95	52.99
27	49.14	50.12	52.63	53.68
28	49.77	50.77	53.30	54.37
29	50.41	51.42	53.99	55.07
30	51.04	52.06	54.66	55.76
31	51.69	52.73	55.36	56.47

2 \*Increases shall be effective the first of the pay period following the July 1  
 3 (retroactive to July 1, 2024) and January 1 effective dates.

4  
 5 To be eligible to advance to the next pay step, a full or part time nurse must have  
 6 completed one-year of service.

7

1 A nurse's request for step scale placement review will be processed within sixty (60)  
2 days. Changes will be effective the first full pay period after the review is completed.  
3 Pay scale adjustments will be prospective and not retroactive.

## 4 5 **APPENDIX B – ALTERNATE SHIFT AGREEMENT**

### 6 **B.1 Mutually Agreeable.**

7 Where mutually agreeable to the Hospital and a two-thirds (2/3) majority of  
8 the nurses on a nursing unit, a nurse may be scheduled for nine (9) ten (10)  
9 or twelve (12) hour shifts under the following conditions.

### 10 11 **B.2 Consultation.**

12 The Hospital in consultation with the nurses in the department shall establish  
13 time periods for nine (9), ten (10) or twelve (12) hour shifts.

### 14 15 **B.3 Shift Differential & Holiday Premium.**

16 Shift differential and holiday premium shall be paid for the entire shift, if  
17 applicable, based on the shift where the majority of hours to be worked fall in  
18 the workday.

### 19 20 **B.4 Shifts & Overtime Pay.**

21 For nine (9) hour shifts, overtime will be paid for all hours worked over nine  
22 (9) hours in a workday or over thirty-six (36) hours per work week. For ten  
23 (10) hour shifts, overtime will be paid for all hours worked over ten (10) hours  
24 in a workday or over forty (40) hours per work week. For twelve (12) hour  
25 shifts, overtime will be paid for all hours worked over twelve (12) hours in a  
26 workday or over thirty-six (36) hours per work week.

### 27 28 **B.5 Shift Lengths.**

29 For nine (9) hour shifts, nurses normally scheduled to work thirty-six (36)  
30 hours per week shall be considered to be full-time and will receive and  
31 accrue benefits at the full-time accrual rate. For ten (10) hour shifts, nurses  
32 normally scheduled to work forty (40) hours per week shall be considered to  
33 be full-time and will receive and accrue benefits at the full-time accrual rate.  
34 For twelve (12) hour shifts, nurses normally scheduled to work thirty-six (36)

1 hours per week shall be considered to be full-time and will receive and  
2 accrue benefits at the full-time accrual rate.

3

4 **B.6 Part-time Nurses Accrual.**

5 Part-time nurses will accrue and receive benefits on the basis of hours  
6 worked in accordance with the contract.

7

8 **B.7 Breaks.**

9 For nine (9) or ten (10) hour shifts, two (2) fifteen (15) minute breaks and  
10 one-half (1/2) hour unpaid meal break shall be permitted. For twelve (12)  
11 hour shifts, three (3) fifteen (15) minute breaks and a one-half (1/2) hour  
12 unpaid meal break shall be permitted. The breaks may be combined with  
13 agreement of the covering house supervisor and appropriate relief provider.

14

15 **B.8 Rest Period.**

16 Each regularly scheduled nurse shall normally have an unbroken rest period  
17 of at least ten (10) hours between shifts, unless emergency conditions  
18 require such nurse to work longer periods to meet adequate nursing  
19 requirements. All time worked without a break of at least ten (10) hours at the  
20 request of the Hospital shall be paid at the rate of one and one-half (1-½)  
21 times the nurse's regular rate of pay.

22

23 **B.9 Cease Working.**

24 Should the Hospital or the nurses wish to cease working under the Alternate  
25 Shift Agreement then said party shall give notice to the other at least sixty  
26 (60) days prior to its intent to cease working the alternate shifts.

27

28 **B.10 LCSB.**

29 For nurses on LCSB, if the nurse is actually called in, then they shall receive  
30 time and one-half (1-½) their regular hourly rate of pay for each hour worked.  
31 When an LCSB nurse is actually called back, they shall be guaranteed a  
32 minimum of two (2) hours' pay, in addition to their LCSB pay.

1           **APPENDIX C – SURGICAL SERVICE DEPARTMENT CALL SCHEDULING**

2   Notwithstanding all other contract provisions or policy to the contrary, the parties  
3   hereby agree as follows:

4  
5   **C.1    Operating Room (OR), Day Surgery/Post-Anesthesia Care Unit (PACU).**

6           Surgical Services includes Day Surgery/PACU RNs and OR RNs. The  
7           Surgical Services department is not scheduled to be continuously open, but  
8           requires night and holiday on-call shifts to enable coverage on a 24-hour per  
9           day/7-day per week basis.

10          **C.1.1**     Call hours commence at 1900 and end at 0700.

11  
12          **C.1.2**     Nurses scheduled to be on a night on-call rotation shall not be  
13                        scheduled to work any other regular hours unless on a  
14                        documented volunteer basis.

15  
16          **C.1.3**     The night shift on-call coverage will be covered by at least two (2)  
17                        nurses per week. Those two (2) nurses will rotate between two (2)  
18                        night on-call schedules as follows:

19                    **1.    Rotation 1:** The nurse will be responsible for night shift on-  
20                        call hours between Sunday-Wednesday 1900-0700 (forty-  
21                        eight (48) hours of on-call) for forty (40) hours of pay at the  
22                        regular rate for the rotation.

23  
24                    **2.    Rotation 2:** The nurse will be responsible for working night  
25                        shift on-call hours between Thursday-Saturday 1900-0700  
26                        for thirty-six (36) hours of pay at the regular rate. A nurse  
27                        working this rotation who normally works a forty (40) hour  
28                        per week schedule shall also work a four (4) hour  
29                        Wednesday day shift from 1030 to 1430 (for a total of forty  
30                        (40) hours of pay at the regular rate for the rotation).

31                        However, the nurse may notify the OR/Day Surgery Shift  
32                        Charge or nurse manager at least 24 hours in advance that  
33                        they elect low census standby (LCSB) status in lieu of a  
34                        Wednesday shift, in which event the nurse will receive 36

1 hours of pay at the regular rate for such rotation unless  
2 called in on the Wednesday shift.

- 3
- 4 **3.** Pay for work in excess of the hours scheduled in accordance  
5 with subsections 1 and 2 for either rotation shall be time and  
6 a half (1-½) of the regular rate of pay.

7

8 **C.1.4** In the event that a nurse is unable to work all or part of their night  
9 call shift rotation, the following rules shall apply:

10 **1.** A nurse assigned to Rotation 1 (Sunday-Wednesday) shall  
11 take up to ten (10) hours (pro-rated) of PTO/EIB if available  
12 and applicable for a missed partial or full shift. If a nurse is  
13 unable to work for the entire night on-call rotation, the nurse  
14 shall use up to forty (40) hours of PTO/EIB if available and  
15 applicable.

16

17 **2.** A nurse assigned to Rotation 2 (Thursday-Saturday) shall  
18 take up to twelve (12) hours (pro-rated) of PTO/EIB if  
19 available and applicable for a missed partial or full shift. A  
20 nurse unable to work for the entire night on-call rotation, the  
21 nurse shall use thirty-six (36) hours of PTO/EIB if available  
22 and applicable. A nurse who also is unable to work an  
23 assigned four-hour Wednesday shift shall be required to use  
24 an additional four (4) hours of PTO/EIB if available and  
25 applicable.

26

27 **3.** A missed shift under this section will not be compensated if  
28 PTO or EIB is not available or applicable.

29

30 **C.1.5** An open night call shift may be covered by another staff nurse on  
31 a voluntary basis. A nurse who agrees to work an open on-call  
32 shift will be paid Extra Shift premium, pursuant to section A.10,  
33 and, if applicable, Crisis Bonus Pay, pursuant to Section A.11, for  
34 each on-call shift covered, as well as, the on-call and call-back

1 rates as defined in Section A.2.3, if applicable. If no nurse  
2 volunteers after all Extra Shift and Crisis Bonus Pay incentives  
3 have been offered, then the open shift may be covered by a  
4 Surgical Department director or nurse manager.

5

6 **C.1.6** Nurses shall be scheduled for night call rotations on a fair and  
7 equitable, rotating basis taking into consideration skill mix, FTE,  
8 FMLA and PTO requests.

9

10 **C.1.7** Night call rotations may be traded by mutual agreement with  
11 approval of the department manager or designee. All trade  
12 requests must follow hospital policy for time off.

13

## 14 **C.2 Registered Nurse First Assist (RNFA)**

15 Nurses holding a RNFA position will be included in the circulator call  
16 schedule.

17

## 18 **C.3 Holiday Call**

19 **C.3.1** Holiday call coverage for the Operating Room, Day  
20 Surgery/PACU shall be rotated in accordance with the current  
21 contract. A nurse whose night on-call rotation falls on a  
22 recognized holiday shall have the following options:

23 1. Work all shifts as scheduled. If called in to work on the  
24 holiday, the nurse will be paid at rate double time (2X) for all  
25 holiday hours worked.

26

27 2. If they opt out of taking call on the holiday, they are to take  
28 ten (10) hours of PTO (Rotation 1) or twelve (12) hours of  
29 PTO (Rotation 2) and a nurse who is required by rotation will  
30 be assigned the holiday call.

31

32 **C.3.2** No nurse will be made to work the majority of holidays in any year  
33 or the same holidays in consecutive years unless it is their  
34 preference. All Department staff will be required to take call for

1                                    Holiday coverage consistent with the above stated procedure for  
2                                    the Hospital.

3

4    **C.4    Low Census.**

5                                    In the event of low census hours, the Nurse Manager or designee in  
6                                    charge of the department will assign hours off following the already  
7                                    established low census/stand-by system.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the Oregon Nurses Association (ONA) and Good Shepherd Medical Center (GSH) concerning the Surgical Services Department on-call scheduling for night shifts. This MOU outlines the terms and conditions agreed upon for the rotation, compensation, and related policies for the on-call responsibilities. It is not meant to replace the original Appendix C but only sections C.1.3 and C.1.4.

### 1. Night Shift On-Call Coverage

The night shift on-call coverage will be assigned to at least two (2) nurses per week. The two nurses will rotate between two (2) on-call schedules as follows:

#### Rotation 1:

The nurse will be responsible for four (4) consecutive night on-call shifts, scheduled Sunday, Monday, Tuesday, and Wednesday from 1900 to 0700. Nurses will receive 36 hours of pay at their regular rate.

#### Rotation 2:

The nurse will be responsible for four (4) consecutive night on-call shifts, scheduled Wednesday, Thursday, Friday, and Saturday from 1900 to 0700. Nurses will receive 36 hours of pay at their regular rate.

### 2. Wednesday Night Call Coverage

Both nurses will be on-call starting at 1900 on Wednesday. The supervisor will determine which nurse is called in based on the timing of the case.

- If a case occurs between 1900 and 0100, the nurse on Rotation 1 will be called in and will stay until the case is completed, which may extend past 0100.
- Rotation 2 will cover calls from 0100 to 0700 unless called in earlier for a case.
- Both rotations may be called in outside of the 1900-0100 and 0100-0700 periods, depending on the department's needs.

### 3. Options for Making Up Missing Hours (for 40-hour Workweek Nurses)

To make up for the missing four (4) hours of pay from the 40-hour workweek, nurses may choose from the following options:

- a. Take four (4) hours of low census.
- b. Complete four (4) hours of education.
- c. Work four (4) hours where time is needed, as determined by the shift charge nurse and/or manager based on weekly census

### 4. Overtime Pay

Overtime will be paid in accordance with the nurse's work agreement.

### 5. Absence from Night Call Shifts

In the event that a nurse is unable to work all or part of their night on-call shift rotation, the following rules shall apply:

- For each night missed, the nurse must use nine (9) hours of Paid Time Off (PTO).
- If a nurse is ill and unable to work the entire rotation, they will be required to use thirty-six (36) hours of PTO/Earned Illness Benefit (EIB), if applicable.

A missed shift under this section will not be compensated if PTO or EIB is not available or applicable.

This Memorandum of Understanding is effective as of 12/01/2024 and will remain in effect for a 90-day trial period at which time it will be re-evaluated by both parties and may continue in effect with the agreement of both parties.

This MOU serves to clarify the terms of night shift on-call scheduling and related policies, ensuring mutual understanding and agreement between ONA and GSH.

Signed:

For Oregon Nurses Association (ONA):

DocuSigned by  
*Rhonda Kenny*  
20941217161408

**Name:** Rhonda Kenny  
**Title:** ONA Representative  
**Date:** 11/25/2024

Signed by  
*Amber Boren*  
201198241428488

**Name:** Amber Boren  
**Title:** Surgical Services RN  
**Date:** 11/19/2024

Signed by  
*Alissa Ramirez*  
14320212188484

**Name:** Alissa Ramirez  
**Title:** Surgical Services RN  
**Date:** 11/15/2024

For Good Shepherd Medical Center (GSH):

DocuSigned by  
*Lucas Bradshaw*  
19420212188484

**Name:** Lucas Bradshaw  
**Title:** Vice President of Nursing  
**Date:** 11/25/2024

Signed by  
*Lisa Gallaher*  
15100212188484

**Name:** Lisa Gallaher 11/26/2024  
**Title:** Interim Senior Director of Human Resources

1 **APPENDIX D - HOME HEALTH AND HOSPICE CALL**

2 **D.1** The Home Health and Hospice departments will be jointly staffed with at  
3 least two (2) after-hours nurses for night call. Each position will normally be  
4 scheduled on-call for eighty-four (84) hours each payroll period, with a  
5 maximum of forty-eight (48) on-call hours scheduled each workweek. The  
6 position will be regular full-time FTE status with a core schedule which will  
7 cover both departments on-call including weeknights, weekends, and  
8 holidays.

9  
10 **D.2** Any scheduled work outside of the nurses' core schedule will be agreed upon  
11 in writing by the Home Health and Hospice manager and the nurse. Nurses  
12 in this position may mutually agree to trade on-call shifts with approval of the  
13 manager. Nurses in this position will be compensated for eighty (80) hours at  
14 their regular rate of pay per pay period for their core scheduled on-call shifts  
15 and will receive overtime pay for meetings and other time worked outside  
16 their core on-call schedule. They will also accrue PTO at their regular rate for  
17 eighty (80) hours per pay period. PTO for non-core time worked shall be  
18 accrued with accordance with Section 5.3.1.

19  
20 **D.3** An open on-call shift may be covered by a qualified staff nurse on a voluntary  
21 basis. A nurse who agrees to work an open on-call shift will be paid Extra  
22 Shift premium, pursuant to Section A.10, and, if applicable, Crisis Bonus Pay,  
23 pursuant to Section A.11, for each on-call shift covered as well as, the on-call  
24 and call-back rates as defined in Section A.2.3 if applicable.

25  
26 **D.4** A nurse who agrees to work an open on-call shift will accrue PTO at their  
27 regular rate for all on-call and call-back hours.

28  
29 **D.5** A nurse who agrees to work an open on-call shift will be eligible for overtime  
30 compensation on their next scheduled shift if the criteria in Section 6.4.5 are  
31 met.

## APPENDIX E – CHILDREN’S CENTER

**E.1** In recognition of the challenges to finding safe, affordable child-care while working shifts in a hospital that may start and end at unusual hours, including holidays and weekends, the Hospital commits to an expansion of the Good Shepherd Children’s Center (GSCC) to enable expanded service including the hours of operation of the GSCC to better support employees of the Hospital.

**E.2** Upon completion of the expanded facility and retention of sufficient additional staff, the Hospital will provide expanded hours Monday through Friday (the GSCC is closed on weekends and holidays recognized under this Agreement).

**E.3** Effective July 1, 2024, a regular nurse whose child is receiving day care service at GSCC may apply for a discount from the posted rate for Hospital employees. The discount shall be limited to the nurse’s FTE hours plus an hour per day for pickup and drop-off. The discount will be determined on the basis of a nurse’s annual income level as follows:

1. One hundred percent (100%) discount: < \$75,000
2. Seventy-five percent (75%) discount: < \$125,000
3. Fifty percent (50%) discount: < \$175,000
4. Twenty-five percent (25%) discount: < \$225,000

**E.4** Effective July 1, 2024, the Hospital will provide an hourly stipend for each eligible child in a nurse’s application for GSCC service, who is on the waiting list but has not yet been placed in the GSCC. The stipend shall be paid on the following bases:

1. A regular nurse shall receive up to \$3.00 per regularly scheduled hour of daycare, up to eighty (80) hours per pay period for each eligible child, limited by the nurse’s FTE hours plus an hour per day for pickup

1 and drop-off. A stipend will be determined on the basis of a nurse's  
2 annual income level as follows:

3 a. One hundred percent (100%) stipend: < \$75,000

4  
5 b. Seventy-five percent (75%) stipend: < \$125,000

6  
7 c. Fifty percent (50%) stipend: < \$175,000

8  
9 d. Twenty-five percent (25%) stipend: < \$225,000

10  
11 2. Payment of the stipend will commence with the paycheck for the first  
12 full pay period in July 2024 for a nurses' eligible child(ren) then on the  
13 waiting list. For eligible children who subsequently are added to the  
14 waitlist, the stipend will be included in the paycheck for the first full pay  
15 period following the date of a child's eligibility determination.

16  
17 3. The stipend will cease for a child beginning in the pay period following  
18 the effective date of a placement offer by GSCC for that child or when  
19 the child no longer is eligible for placement in the GSCC.

20  
21 4. A nurse's application for a waitlist stipend shall include a statement of  
22 intent to enroll the nurse's child(ren) in the GSCC within that  
23 application period-upon receipt of a placement offer from GSCC. It  
24 shall also include the nurse's agreement to reimburse the Hospital for  
25 stipends received within the current application period for an eligible  
26 child who is not enrolled upon receipt of a placement offer, or is  
27 withdrawn from the waitlist prior to a placement offer, unless non-  
28 placement or withdrawal is for reasons determined by the Human  
29 Resources Director to be outside the control of the nurse.

30  
31 5. The maximum stipend reimbursement to be made by a nurse under  
32 section E.4.4 shall be the lesser of (1) the total amount of stipends  
33 received by the nurse for the child, or (2) the total stipend amount  
34 received by the nurse for the child in the twenty-six (26) pay periods

1 immediately preceding the GSCC placement offer. A nurse subject to  
2 will have up to one (1) year to make such reimbursement.

3  
4 6. A nurse shall not be required to reimburse the Hospital for stipends  
5 paid for an eligible child who has not received a GSCC placement  
6 offer by the end of the child's twelfth (12<sup>th</sup>) consecutive month on the  
7 waitlist. Should a nurse remain on the waitlist thereafter and receive  
8 additional stipend payments for the same child, any subsequent  
9 reimbursement obligation shall not be included in the initial twelve (12)  
10 month period for which the stipend reimbursement obligation was  
11 forgiven.

12  
13 7. The stipend shall be excluded from the regular rate of pay.

14  
15 8. Provision of childcare services including child eligibility determinations  
16 shall be subject to GSCC rules.

17  
18 9. A nurse may elect to submit application for placement to GSCC and  
19 forego the stipend.

20  
21 **E.5** Nurses seeking a discount or stipend shall apply annually not later than  
22 March 1 each year, for annual determinations implemented July 1 each year.  
23 Nurses hired after March 1, are eligible for the discount or stipend on the  
24 date of GSCC placement or their placement on the waitlist.

25  
26 **E.6** A nurse's annual income determination shall be based on IRS Form W-2  
27 [Box 1] income received by the nurse in the calendar year preceding each  
28 annual application and determination. If a nurse did not work an entire  
29 calendar year preceding an annual application, the following rules shall  
30 apply:

31 1. Income for a nurse who worked some but not all of the year, either  
32 because of being a new hire or due to an unpaid leave of absence,  
33 shall be annualized based on actual hours and income in that partial  
34 year.

1                   2. Income for a nurse who was a new hire after January 1<sup>st</sup> in the year in  
2                   which an application is made shall be determined on an annualized  
3                   basis of the nurse's projected straight time wages for that calendar  
4                   year.

5

6 **E.7** The discount and stipend provided herein are available only to regular full-  
7 time and part-time nurses.

8

9 **E.8** Nurses electing to have GSCC fees or stipend reimbursements deducted  
10 from their paychecks shall provide a signed authorization for such  
11 deductions.

## NIGHTINGALE TRIBUTE

Nursing is a calling, a way of life. Nursing is a service profession and is not lived in isolation. Nurses rely on each other because our connections have a synergistic effect on our individual and collective practices; our connections enable us to help each other as we deliver care, teach, conduct research, provide leadership, and live in our communities. It is appropriate that we honor our colleagues not only during their careers, but also at the end of their life. Each year, we honor the lives of these nurses. Not by the number of years, or the place of their practice, but in the often-unwitnessed difference that they made during those years.

### **She Was There**

*When a calming, quiet presence was all that was needed, She was there.*

*In the excitement and miracle of birth or in the mystery and loss of life, She was there.*

*When a silent glance could uplift a patient, family member or friend, She was there.*

*At those times when the unexplainable needed to be explained, She was there.*

*When the situation demanded a swift foot and sharp mind, She was there.*

*When a gentle touch, a firm push, or an encouraging word was needed, She was there.*

*In choosing the best one from a family's "Thank You" box of chocolates, She was there.*

*To witness humanity — its beauty, in good times and bad, without judgment, She was there.*

*To embrace the woes of the world, willingly, and offer hope, She was there.*

*And now, that it is time to be at the Greater One's side, She is there.*

*[Note: pronoun can be changed. ©2004 Duane Jaeger, RN, MSN]*

*Good Shepherd Medical Center Nurses past and present:*

*We honor you this day and present this white rose and light this candle to symbolize our honor and appreciation for being our nurse colleague.*

Lani L. Pryor, January 2019

Kari A. Linderman, July 2022

THIS PAGE LEFT INTENTIONALLY BLANK

THIS PAGE LEFT INTENTIONALLY BLANK

**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 Good Shepherd Medical Center, July 1, 2024, through May 31, 2026.*

Signature: \_\_\_\_\_

Today's  
Date: \_\_\_\_\_

Your Mailing Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Unit: \_\_\_\_\_

Shift: \_\_\_\_\_